

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE	)	RESOLUTION NO. 09-4040A
CHIEF OPERATING OFFICER TO ENTER INTO	)	
INTERGOVERNMENTAL AGREEMENTS	)	Introduced by Councilor Robert Liberty and
ESTABLISHING THE ROLES,	)	Councilor Carlotta Collette
RESPONSIBILITIES, AND FUNDING FOR THE	)	
JOHNS LANDING REFINEMENT STUDY AND	)	
DRAFT ENVIRONMENTAL IMPACT	)	
STATEMENT FOR THE LAKE OSWEGO TO	)	
PORTLAND TRANSIT PROJECT	)	

WHEREAS, the 2040 Growth Concept, adopted by Metro Council in 1996, sets forth a land use plan for the region which focuses growth in activity centers connected by high quality transit connections;

WHEREAS, the Regional Transportation Plan, adopted by the Metro Council in 2004, called for a corridor refinement plan for evaluation of high capacity transit options for the Lake Oswego to Portland Highway 43 corridor;

WHEREAS, in 2005, Metro initiated an alternatives analysis consistent with Federal Transit Administration ("FTA") requirements to assess the feasibility of transit and trail alternatives between Lake Oswego and Portland;

WHEREAS, on December 13, 2007, via Resolution 07-3887A, attached as Exhibit A, Metro Council adopted the *Lake Oswego to Portland Transit and Trail Alternatives Analysis: Alternatives to Be Advanced into a Draft Environmental Impact Statement and Work Program Considerations*, approving options to advance for further study, including enhanced bus, streetcar, and no-build alternatives as well as recommendations on actions to advance a bicycle and pedestrian trail in the corridor and work tasks relating to refining streetcar alignments through Johns Landing (the "Johns Landing Refinement Study");

WHEREAS, on April 16, 2008, the Federal Transit Administration published in the *Federal Register* a Notice of Intent to Prepare a Draft Environmental Impact Statement for the Lake Oswego to Portland Transit Corridor;

WHEREAS, in December 2008, Metro began work on the Johns Landing Refinement Study, Lake Oswego Terminus Refinement Study and the Lake Oswego to Portland Trail Refinement Study requested by Metro Council, which will be completed in June 2009, and which will prepare information in support of the Draft Environmental Impact Statement ("DEIS");

WHEREAS, Metro, TriMet, City of Lake Oswego, Clackamas County and the City of Portland (the "Project Partners") propose a \$5,586,000 Project funding plan to pay for the DEIS process, the selection of the Locally Preferred Alternative, and the FTA application process needed to begin Preliminary Engineering, and have also agreed to pursue an additional \$4,000,000 in federal funding to pay for Preliminary Engineering and continue the Project development process;

WHEREAS, the Project Partners have proposed a unique management structure and funding plan for the Project which incorporates the multi-jurisdictional nature of the Project and includes a commitment to expedite the Project in order to take full advantage of potential near-term federal funding opportunities;

WHEREAS, the five-party IGA attached hereto as Exhibit B (the “Project IGA”) governing the preparation of the Project’s DEIS proposes a departure from the ‘typical’ process for environmental analysis and conceptual design for transit infrastructure projects in the Portland Metropolitan Region, in that TriMet will serve as Project lead contractor and will agree to pay \$1,249,840 to Metro for DEIS services;

WHEREAS, the Project IGA allocates \$465,355 directly to Metro to complete the Johns Landing Refinement Study, followed by a funding plan to provide \$1,249,840, for the Project DEIS, conditioned upon the allocation of Federal fiscal year 2012-13 regional flexible transportation funds through the Metro allocation process;

WHEREAS, an additional Intergovernmental Agreement between TriMet, as the Project lead contractor, and Metro as NEPA lead, is proposed to govern Metro’s provision of DEIS services and TriMet’s payment of \$1,249,840 for those services, attached hereto as Exhibit C (the “DEIS-LPA Services IGA”);

WHEREAS, the DEIS-LPA Service IGA calls for Metro to provide a “lead role and support” Project lead contractor TriMet through the provision of professional services during the DEIS process, through the FTA application process needed to begin Preliminary Engineering, and by providing environmental analysis, public outreach, FTA coordination, transportation modeling, and quality assurance and quality control (the “DEIS-LPA Metro Workplan Elements”);

WHEREAS, Metro Council recognizes and has a strong interest in the regional, multi-jurisdictional nature of this project that would connect the Portland Central City to the Lake Oswego Town Center as designated in the Region 2040 Growth Concept;

WHEREAS, Metro Council has a strong interest in developing a project that meets all appropriate FTA funding program requirements and which maintains Metro’s successful 25-year working relationship with the FTA;

WHEREAS, Metro Council will soon adopt a High Capacity Transit plan which will rely on continued regional cooperation and a strong relationship with FTA given current or future FTA requirements;

WHEREAS, Metro Council has a strong interest in attaining the substantial regional benefits that could occur with this project, including: improved transit travel time and reliability, improved transit operating efficiency and reduced operating costs, realization of the substantial economic development potential in Johns Landing and downtown Lake Oswego, and providing for the future creation of a continuous high quality pedestrian and bicycle trail connecting Portland to Lake Oswego;

WHEREAS Metro Council will select the Locally Preferred Alternative by vote at the conclusion of a formal public hearing on the DEIS after receiving recommendations from the Project Partners; now therefore:

BE IT RESOLVED, the Metro Council authorizes the Chief Operating Officer to enter into the “Intergovernmental Agreement between TriMet, Metro, City of Lake Oswego, Clackamas County and City of Portland for the Portland Lake Oswego Transit Corridor Project,” attached as Exhibit B, establishing the roles, responsibilities, and funding for the Johns Landing Refinement Study and Draft Environmental Impact Statement for the Project;

BE IT FURTHER RESOLVED, that Metro Council authorizes the Metro Chief Operating Officer to enter into the "Portland to Lake Oswego Transit Corridor Environmental Impact Statement – Locally Preferred Alternative Intergovernmental Service Agreement," attached as Exhibit C, to provide a lead role and support to the Project in preparing the DEIS, transportation modeling, FTA coordination, public involvement process coordination, and quality assurance and quality control (QA/QC) between April 1, 2009 and June 30, 2010;

BE IT FURTHER RESOLVED, that Metro will complete the DEIS Metro Work Program Elements as set forth in Exhibit C of this resolution, and will provide a lead role and support to the creation of a regional project with regional benefits and will ensure the following;

a) that all Federal Transit Administration funding program requirements are met and that Metro's successful relationship and partnership with FTA is maintained;

b) that all requirements of the National Environmental Policy Act are met by providing strategic advice and providing quality assurance and quality control (QA/QC) services to the Project;

c) that Federal Transit Administration funding and environmental reviews and approvals are obtained by working closely with TriMet;

d) that all transportation modeling products required for the Project are of high quality and are in compliance with FTA requirements; and

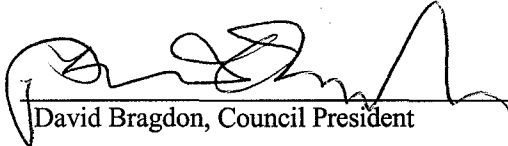
e) that the public involvement process for the project is open, transparent and complies with all applicable FTA and NEPA requirements;

f) that the project extends to Lake Oswego with potential for future connections beyond, and;

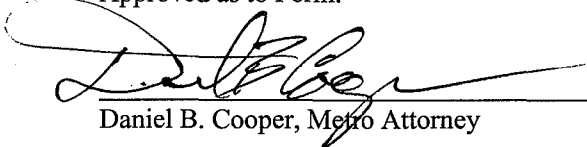
g) that the Plan and Profile Drawing Set incorporates the results of the on-going Lake Oswego to Portland Trail Refinement Study and clearly identifies the right-of-way envelope for the trail project as a "project by others", consistent with standard practice for conceptual design drawings;

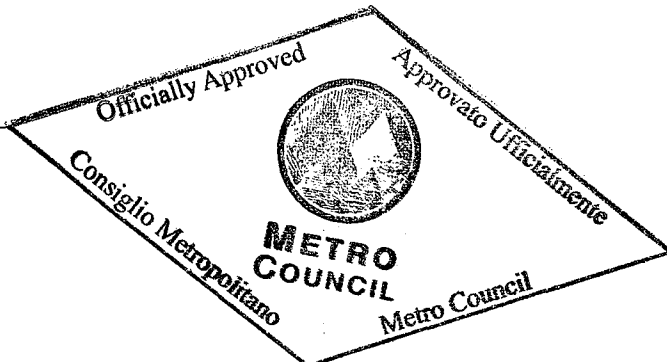
BE IT RESOLVED, that Metro will participate in the project committees, including but not limited to the technical advisory committee, the Project Management Group and the Project Steering Committee, and hold a formal public hearing at the conclusion of the DEIS process to adopt the Locally Preferred Alternative.

ADOPTED by the Metro Council this 2nd day of April 2009.

  
David Bragdon, Council President

Approved as to Form:

  
Daniel B. Cooper, Metro Attorney



## BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF IDENTIFYING	)	RESOLUTION NO. 07-3887A
ALTERNATIVES TO ADVANCE INTO A	)	
DRAFT ENVIRONMENTAL IMPACT	)	
STATEMENT FOR THE PORTLAND TO LAKE	)	
OSWEGO CORRIDOR TRANSIT PROJECT	)	Introduced by Councilor Rex Burkholder
	)	

WHEREAS, in 1988 a consortium of seven government agencies purchased the Willamette Shore Line right-of-way for the purpose of preserving the right of way for future rail transit in the geographically constrained Portland to Lake Oswego Highway 43 corridor; and

WHEREAS, the Willamette Shore Line right-of-way has appreciated significantly in value since its purchase and can be used as local match for federal transit funds, and

WHEREAS, the Regional Transportation Plan, adopted by the Metro Council in 2004 called for a corridor refinement plan for evaluation of high capacity transit options for the Lake Oswego to Portland Highway 43 corridor;

WHEREAS, in 2004 the Joint Policy Advisory Committee on Transportation (JPACT) and the Metro Council allocated \$1.16 million to study the transit and trail alternatives in the Lake Oswego to Portland Willamette Shore Line Corridor; and

WHEREAS, in 2005, Metro initiated an alternatives analysis consistent with Federal Transportation Administration (FTA) requirements to assess the feasibility of transit and trail alternatives between Lake Oswego and Portland; and

WHEREAS, a wide range of alternatives was evaluated in the alternatives analysis that included No-Build, Bus Rapid Transit with multiple alignments, Streetcar with multiple alignments, River Transit, and accompanying trail alignments; and

WHEREAS, the alternatives analysis confirmed that highway widening in the Highway 43 corridor is infeasible and costly, and that reversible lanes are not warranted, and

WHEREAS, ridership and cost information was developed in the alternatives analysis that evaluated an extension of the proposed Milwaukie light rail line to the Albertsons terminus on an alignment parallel to the Portland and Western Railroad; and

WHEREAS, an extensive public involvement process was undertaken from July 2005 to the present that included testimony before and after every meeting of the Lake Oswego to Portland Project Advisory Committee (LOPAC), community design workshops, open houses, small group meetings, neighborhood group meetings, individual property owner meetings, a bus rider survey, newsletters, and targeted mailings, resulting in over 1,200 direct citizen contacts; and

WHEREAS, on July 16, 2007, a public hearing was held by the Steering Committee and public comments were received on the *Lake Oswego to Portland Transit and Trail Alternatives Analysis Evaluation Summary Public Review Draft*; and

WHEREAS, on July 31, 2007, the Lake Oswego to Portland Project Advisory Committee (LOPAC) adopted their recommendation to the Steering Committee regarding transit and trail alternatives to advance for further study in a Draft Environmental Impact Statement; and

WHEREAS, on August 29, 2007 the Lake Oswego to Portland Project Management Group (PMG) adopted their recommendation to the Steering Committee regarding transit and trail alternatives to advance for further study in a Draft Environmental Impact Statement; and

WHEREAS, on September 10, 2007 the Steering Committee, after consideration of LOPAC and PMG recommendations, public input, the *Lake Oswego to Portland Transit and Trail Alternatives Analysis Draft Public Comment Summary* report, and the *Lake Oswego to Portland Transit and Trail Alternatives Analysis Evaluation Summary Public Review Draft* report; adopted the *Steering Committee Recommendations on Alternatives to be Advanced into a Draft Environmental Impact Statement and Work Program Considerations*, attached as Exhibit A; and

WHEREAS, the transit alternatives adopted by the Steering Committee on September 10, 2007 included No-Build, Enhanced Bus and Streetcar, including streetcar alignment alternatives on SW Macadam Avenue, the Willamette Shore Line right-of-way, or combinations of the two that may include all or parts of the Johns Landing Masterplan alignment through Johns Landing, a temporary minimum operable segment terminus in the vicinity of Nevada Street in Johns Landing, the Willamette Shore Line right-of-way from the vicinity of Nevada Street to the existing trolley barn and south to the Albertsons terminus option or west via A and B Avenues to the Safeway terminus option in Lake Oswego; and

WHEREAS, the Lake Oswego to Portland Corridor Project could be the region's next priority for FTA funding, following the Portland Streetcar Loop Project and Milwaukie to Portland Light Rail Project; and

WHEREAS, the bicycle and pedestrian trail element of the alternatives analysis received a high level of public support, and the Steering Committee Recommendation from September 10, 2007 included a recommendation to advance and refine the pedestrian and bicycle trail options in the corridor, including additional design work, cost reduction strategies, potential trail phasing strategies, resolution of legal issues and identification of construction funding sources; and

WHEREAS, on November 19, 2007, the Steering Committee amended their September 10, 2007 recommendation to add a permanent Johns Landing terminus to the alternatives to be advanced, and to initiate a Refinement Study in the Johns Landing area prior to the start of the Draft Environmental Impact Statement, attached as Exhibit A, based on public comment and recommendations from the LOPAC Chair and Vice-chairs, and

WHEREAS, the Lake Oswego City Council, Portland City Council, TriMet Board of Directors, Multnomah County Board of Commissioners and Clackamas County Board of Commissioners submitted letters of support and/or resolutions endorsing the Steering Committee recommendations, attached as Exhibit B, and

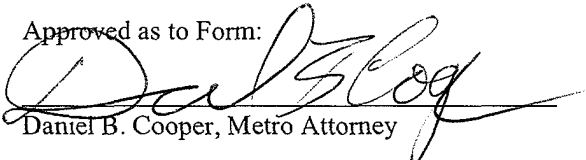
WHEREAS, the Metro Council has considered previous public comments, public testimony at this hearing, and public agency endorsements of the Steering Committee Recommendation as amended November 19, 2007; now therefore

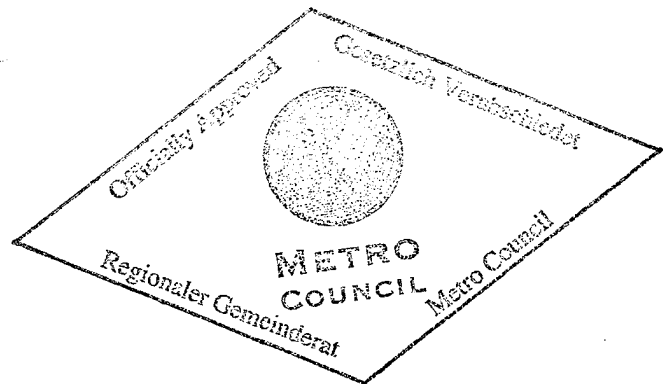
BE IT RESOLVED, that the Metro Council adopts the *Lake Oswego to Portland Transit and Trail Alternatives Analysis Alternatives to be Advanced into a Draft Environmental Impact Statement and Work Program 19, Considerations* dated December 13, 2007, attached as Exhibit A.

ADOPTED by the Metro Council this 13<sup>th</sup> day of December 2007.

  
David Bragdon, Council President

Approved as to Form:

  
Daniel B. Cooper, Metro Attorney



# **Lake Oswego to Portland Transit and Trail Alternatives Analysis**

## **Metro Council Action**

Alternatives to be Advanced into a  
Draft Environmental Impact Statement and  
Work Program Considerations

**Adopted December 13, 2007**



**METRO**





# Metro Council Action

## *Alternatives to Advance into a Draft Environmental Impact Statement Adopted December 13, 2007*

### I. OVERVIEW

This document presents the Metro Council adoption of alternatives to be advanced into a Draft Environmental Impact Statement (DEIS) for the Lake Oswego to Portland corridor. The transit alternatives and their accompanying trail components have been fully evaluated against the project's purpose and need and goals and objectives, and this evaluation is documented in the Lake Oswego to Portland Transit and Trail Alternatives Analysis Evaluation Summary Public Review Draft dated July 12, 2007. The Metro Council action considers recommendations from the Transit Alternatives Analysis Steering Committee dated November 19, 2007, the Lake Oswego to Portland Project Advisory Committee (LOPAC) dated July 31, 2007, the findings of the Project Management Group dated September 3, 2007, public input received during the two public open houses held on June 27 and 28, 2007, a public hearing before the Steering Committee held on July 16, 2007, testimony before the Council on December 13, 2007 as well as all other comments received as described in the Public Comment Summary dated September 10, 2007 and updated to include public comments through December 13, 2007.

This action by the Metro Council selects transit mode, terminus of the transit project and specific alignments to be studied in a Draft Environmental Impact Statement. In addition, a strategy is presented for further development of a trail connection in the corridor. The **mode** section presents findings and recommendations regarding the No-Build, Bus Rapid Transit (BRT) and Streetcar alternatives. The **terminus** section presents findings and recommendations about the three terminus options including the Trolley, Safeway and Albertsons termini sites. The **alignment** section describes findings and recommendations for the three potential streetcar alignments within the Johns Landing area; the Willamette Shore Line right of way, SW Macadam Avenue and the Johns Landing Master Plan alignment.

### II. FINDINGS

#### **Context**

The Lake Oswego to Portland corridor is environmentally, topographically and physically constrained. Future roadway expansion is not anticipated and previous planning studies have concluded that a high capacity transit improvement is needed to provide additional capacity. In 1988, a consortium of seven government agencies purchased the Willamette Shore Line right of way connecting Lake Oswego to Portland for the purpose of preserving the rail right of way for future rail transit service. The 2004 Regional Transportation Plan (RTP) identified the need for a corridor refinement plan for a high capacity transit option for this corridor, which was the genesis of this alternatives analysis.

Existing and future traffic conditions in this corridor are projected to worsen as population and employment projections for Portland, Lake Oswego and areas south of Lake Oswego in Clackamas County continue to grow. The corridor already experiences long traffic queues, poor levels of service and significant capacity constraints at key locations. Travel times in the corridor are unreliable due to congestion on Highway 43.

## ***Project Sequencing***

A transit project in the Lake Oswego to Portland Corridor is one of several regional projects that would seek funding through Federal Transit Administration's (FTA) New Starts and Small Starts funding programs. The financial analysis prepared during this alternatives analysis evaluated the sequencing of funding for this project based on current regional commitments. The Milwaukie to Portland Light Rail Project is the region's top priority for FTA New Starts funding following projects currently funded and under construction. The Columbia Crossing Project would also include a New Starts transit component and is proceeding concurrently with the Milwaukie to Portland LRT Project. The Portland Streetcar Loop project is the region's priority project for FTA Small Starts funding.

The Lake Oswego to Portland Corridor Project could be the region's next priority for FTA funding, with construction funding capacity becoming available starting in 2012 and continuing through 2017. In order to fit into the regional sequence of projects, the Metro Council recognizes that the Portland to Lake Oswego Corridor Draft Environmental Impact Statement would need to be initiated in Fall 2008 as the Milwaukie to Portland Light Rail Project Final Environmental Impact Statement nears completion. In the Work Program Considerations section of these Metro Council findings, a number of steps are outlined which would need to be taken prior to the initiation of the DEIS, including preparation of a more detailed schedule that identifies key New Starts milestones and deliverables for the project.

## ***Willamette Shoreline Right of Way***

The Willamette shoreline rail right of way was purchased from the Southern Pacific Railroad in 1988 for \$2 million dollars by a consortium of local governments including Metro, the cities of Lake Oswego and Portland, Clackamas and Multnomah counties, the Oregon Department of Transportation (ODOT) and TriMet. Knowing that the Highway 43 corridor is very constrained; the purchase was made with the intent of preserving the corridor for future transit use.

The value of the right-of way has increased dramatically over 20 years. TriMet estimates currently value the right-of-way at \$75 million in 2007 dollars. This value is critical to a transit project that would use the right-of-way because the value of the right of way can be counted as local match for federal funds. A request for New Starts project funding from the Federal Transit Administration would typically be for 60 percent of a project's capital cost leaving 40 percent to be supplied locally. If \$75 million in right of way value were applied as part of local match, the remaining share of local funds required would be significantly reduced.

For the reasons stated above, whether an alternative uses the Willamette Shore Line right –of way is a significant factor in project funding. For the Streetcar alternative, the \$75 million value of the Willamette Shore Line right of way could leverage as much as \$112.5 million in federal funds. Because it would not be using the right of way, the BRT alternative would not be able to leverage value of the right of way as part of its funding plan.

### ***A. Transit Mode: Streetcar***

Streetcar is the transit mode that best meets the project's purpose and need and the goals and objectives for the Lake Oswego to Portland Transit and Trail Alternatives Analysis.

The Metro Council finds that the **Streetcar mode** should advance for further study in a DEIS because:

- Streetcar would have the highest ridership of all the transit alternatives.
- Streetcar travel times would be up to 18 minutes faster between key corridor destinations and would be more reliable than the other transit alternatives. In peak travel periods, the Streetcar would provide faster travel times than autos between downtown and Lake Oswego. Faster travel time and higher reliability is gained through operation of streetcar in exclusive right of way on the Willamette Shore Line.
- Streetcar would have the lowest operating and maintenance costs of any alternative, including the No-Build. This is due to the marginal cost of extending a line that already operates in the corridor, the carrying capacity of the Streetcar vehicles compared to buses and the travel time advantage over BRT and No-Build. The Streetcar also replaces some corridor bus service, which results in a cost savings.
- The Streetcar alternative could leverage up to 3.3 million square feet of total new transit supportive development within three blocks of the proposed alignments.
- Streetcar is compatible with the existing transit system and would operate as an extension of the existing streetcar line that operates between NW 23<sup>rd</sup> Avenue and the South Waterfront.
- The \$75 million of value in the Willamette Shoreline right of way could leverage as much as \$112.5 million in federal funds if the project proceeds as a Federal Transit Administration (FTA) New Starts project.

The Metro Council finds that the **Bus Rapid Transit (BRT) mode** should not advance for further study in a DEIS because:

- It may not be a practical option to achieve the travel time and ridership as modeled in this alternatives analysis. The queue bypass lanes used to bypass congestion at key intersections in the BRT alternative would have to be extended to between 500 and 1,000 feet instead of the 200 feet in the current designs and cost estimates.
- The BRT alternative would include property impacts at the key intersections where transit improvements are constructed. There would be additional property impacts associated with the additional queue jump length required to bypass congestion. This also would include removal of trees within the sidewalk area.
- Initial BRT capital costs were the lowest of all the transit alternatives, however, these do not include the additional costs of the longer queue jump lanes, which would be required.
- The BRT alternative would have the highest operating cost due to the greater number of vehicles required to meet demand, and the fact that the BRT line would require added service, unlike the Streetcar alternative which would replace existing bus service.
- For the entire length of the corridor, BRT travel times are subject to the same delays and congestion as the general traffic in areas where queue jump lanes are not provided, resulting in decreased reliability.
- The BRT alternative would not leverage transit supportive economic development beyond what would be expected with the No-Build alternative.
- The BRT alternative would not leverage the \$75 million value of Willamette Shore Line right of way, which could match federal transit funding of up to \$112.5 million.

The Metro Council finds that an **enhanced bus** alternative should be studied as a more practical option for this constrained corridor. Such an option would avoid the property impacts of the BRT while providing improved service, bus pullouts where possible and better shelters and lighting at stations. Enhanced bus would act as the base case for comparison

to Streetcar alternatives in the DEIS. It would operate in mixed traffic, though this has implications for travel time, reliability and long-term efficiency of the line.

***B. Alignments: Willamette Shore Line and SW Macadam Avenue***

During the alternatives analysis process three alignments were evaluated in the John's Landing area: the Willamette Shore Line right of way, SW Macadam Avenue and the John's Landing Master Plan alignment. The Metro Council recommends that two alignment options be studied further in the John's Landing area north of the Sellwood Bridge: the Willamette Shore Line right of way alignment and the SW Macadam Avenue alignment.

In addition, combinations of the two alignments should be evaluated to maximize the potential benefits and minimize impacts in the John's Landing area. The Metro Council recognizes that alignments, which would avoid or minimize impacts through John's Landing, may need to be developed that are not part of either the Macadam Avenue or Willamette Shoreline alignments. These could include all or portions of the John's Landing Master Plan alignment or other rights of way.

The Metro Council finds that the **Willamette Shore Line right of way alignment** should advance for further study for the following reasons:

- Streetcar on the Willamette Shore Line right of way would yield higher reliability and faster travel times than the other alignments due to the 100% exclusive right of way. In the DEIS, Issues of pedestrian and vehicle safety and proximity to private properties must be considered in the analysis of this alignment..
- The Willamette Shore Line right of way is in public ownership and could potentially be used as local match towards the capital cost of the project. Current estimates value the entire right of way at \$75 million. For the portion north of SW Nevada Street, the value of the right of way is estimated at approximately \$35 million, which could leverage an additional \$58 million in federal funds.
- The Willamette Shore Line Right-of-Way alignment has received public support from Lake Oswego residents because it has faster travel time, better reliability and less impact to Highway 43 traffic operations and safety than an alignment that would use Macadam Avenue in John's Landing.

The Metro Council finds that the **SW Macadam Avenue alignment** should advance for further study for the following reasons:

- The SW Macadam Avenue alignment was the preferred alignment of the LOPAC based on community support, development potential, and the ability to avoid residential impacts of the Willamette Shore Line alignment. The LOPAC emphasized that the alignment should be on SW Macadam Avenue for as much of the length of the route as possible from the South Waterfront to the vicinity of the intersection of SW Macadam Avenue and SW Nevada Street.
- The SW Macadam Avenue alignment would leverage the most potential transit supportive development, approximately 2.2 million square feet of total new development in John's Landing.
- The SW Macadam Avenue alignment would avoid some of the potential property impacts associated with use of the Willamette Shore Line right of way.
- The SW Macadam Avenue alignment has emerged with the most public support from residents and businesses in John's Landing.

- As LOPAC recommended, a bicycle and pedestrian trail could be established along the Willamette Shore Line with the Macadam Avenue alignment. This trail has the potential to reduce conflicts between recreational and commuter user groups on the existing Willamette River Greenway trail by providing a more direct route through Johns Landing.

**Note:** The Metro Council recognizes ODOT's expressed concerns regarding the SW Macadam Avenue alignment option and will ensure that questions related to potential streetcar operations in mixed traffic on SW Macadam Avenue are addressed.

South of the John's Landing area and north of the Trolley Terminus site in Lake Oswego, the Willamette Shore Line right of way was the only alignment to advance to the completion of the alternatives analysis. As part of its design option narrowing decision, Steering Committee eliminated Highway 43 south of John's Landing from consideration as a Streetcar alignment for safety and operational reasons, making the Willamette Shore Line alignment the only option in this segment of the corridor. The *Evaluation Summary Report* contains a description of the alternative and design option narrowing decisions that were made during the alternatives analysis.

### **C. Lake Oswego Full-Length Termini: Albertsons and Safeway**

The Metro Council finds that the Albertsons and Safeway termini should advance into the DEIS. The Trolley terminus should not be advanced into the DEIS. These termini options are preferred because they would serve more population and employment, have higher ridership, disperse park and ride spaces, and have greater potential for transit-supportive development while demonstrating similar traffic impacts.

The Metro Council finds that the **Albertsons terminus should** advance for further study for the following reasons:

- The Albertsons terminus would allow for the possible future extension of Streetcar south to West Linn or Oregon City.
- The Albertsons terminus has strong public support from the residents south of Lake Oswego and citizens within Lake Oswego. In 2006, Lake Oswego's Downtown Transit Alternatives Analysis Committee (DTAAC) recommended the Albertsons terminus site, partly because it would intercept traffic from the south before it reaches the center of downtown.
- The Albertsons terminus could generate substantial transit supportive development in Lake Oswego (0.9 million square feet).

The Metro Council finds that the **Safeway terminus should** advance for further study for the following reasons:

- The Safeway terminus would allow for the possible future extension of Streetcar to the west.
- The Safeway terminus could provide park and ride access west of downtown Lake Oswego, intercepting traffic before it reaches the center of downtown.
- The Safeway site could leverage the most potential transit supportive development (1.1 million square feet in Lake Oswego), as compared to the Albertsons or Trolley terminus options.

- The Safeway site would allow the Streetcar to act as a circulator for trips within downtown Lake Oswego between the Foothills district and the west end of downtown.

The Metro Council acknowledges that an at-grade crossing of streetcar with Highway 43 under the Safeway terminus option would require additional study and coordination with ODOT and the City of Lake Oswego to ensure that a safe and efficient crossing is feasible.

Additionally, the Metro Council acknowledges that it may be necessary to construct a project that would utilize the **Trolley Terminus** as a **temporary interim terminus** while joint development construction plans are finalized at either the Albertsons or Safeway terminus sites.

#### ***D. Temporary Johns Landing Short Terminus - Minimum Operable Segment (MOS)***

If a full-length project cannot be built for financial or other reasons, the FTA allows for Minimum Operable Segments (MOS) to be considered as interim termini for a project. In this corridor, preliminary analysis was done for a MOS for Streetcar that would terminate in the vicinity of Nevada Street in John's Landing on either the Willamette Shore Line right-of-way or the Macadam Avenue alignments. A streetcar terminus in Johns Landing should include enhanced bus service to Lake Oswego as part of the complete alternative. The Metro Council finds that this alternative advance for further study for the following reasons:

- Significant public support was expressed for this option from participants in the process all through the corridor.
- A minimum operable segment (MOS) provides flexibility to initiate a project with available funding while pursuing additional funding to complete the remainder.

#### ***E. Johns Landing Permanent Terminus***

A permanent terminus in Johns Landing was selected by the LOPAC along with a full-length Streetcar alternative as their preferred options to be advanced into the DEIS. The LOPAC preference was that this terminus be paired with the Macadam Avenue alignment; in Johns Landing however this terminus option could be paired with either the Willamette Shoreline or Macadam alignments. A streetcar terminus in Johns Landing should include enhanced bus service to Lake Oswego as part of the complete alternative.. The Metro Council finds that this alternative should be advanced into the DEIS for the following reasons:

- There is strong community support for this option in both Johns Landing and Dunthorpe.
- Analysis of a permanent terminus in addition to a temporary Minimum Operable Segment terminus would allow a full range of choices that could respond to funding constraints, environmental impacts and community preferences.
- This terminus option could maintain the ability to cross a new or reconstructed Sellwood Bridge in the future.

### **III. TRAIL CONSIDERATIONS**

#### ***Context***

As part of the Willamette River Greenway vision, a trail was proposed to run along the Willamette Shore Line right of way from Willamette Park in Portland to downtown Lake Oswego between Highway 43 and the Willamette River. As part of this Alternatives Analysis, the feasibility of a continuous trail between Portland and Lake Oswego was evaluated. Each transit alternative carried with it a complementary trail component. The BRT alternative would have used the Willamette Shore Line right of way for exclusive trail use. The Streetcar alternative, which the Metro Council advances for further study, would require shared use of the Willamette Shoreline between Streetcar and a trail. The discussion below focuses on the trail components that would accompany the Streetcar alignments.

#### ***A. Trail Component***

The bike and pedestrian trail component of this study has received tremendous community support. A trail in the corridor would provide a critical link in the regional transportation system, connecting other regional and local trails. A continuous, safe and level trail component is a desired outcome in this corridor.

However, as currently designed, the trail component may not be practical to build for its entire length because of the high capital costs associated with shifting the Streetcar alignment to accommodate the trail in a tightly constrained right of way and very difficult topography. Because some portions of the trail are more easily implemented than others, and because funding for the entire trail may not be available at one time, the trail may need to be developed in phases.

#### ***B. Trail Component Refinement Next Steps***

The Metro Council finds that a trail component should be advanced for further study. However, additional refinement is needed to determine how to advance the trail and the transit alternatives, either together or separately. The following identifies additional considerations for the trail and next steps:

- Further consideration is required to determine trail project sponsors and potential funding sources. Metro may or may not be the appropriate agency to lead the effort to advance a trail in the corridor.
- Additional design work is needed to identify ways to design and construct a trail in this corridor with lower capital costs and impacts while still accommodating the transit project. The trail design should change and adapt to constraints in the corridor. The width of the trail does not need to be the same for the entire alignment and flexibility will be required with regard to various jurisdictions design standards and requirements.
- Trail phasing should be considered so that the most cost-effective segments could move forward. The additional design work required for the more difficult and expensive portions will take more time and effort.

- Additional study is needed to evaluate the potential for the Portland and Western railroad bridge and an eastside connection to the Sellwood Bridge to provide a useful pedestrian and bike trail connection between Lake Oswego and Portland
- Further study is needed regarding the outstanding legal questions in order to facilitate decisions about the Willamette Shore Line right of way and its use for a trail.

## IV. WORK PROGRAM CONSIDERATIONS

The Metro Council finds that several actions are needed prior to advancing the project into the *Draft Environmental Impact Statement* phase of project development. Because a DEIS for the Lake Oswego to Portland Corridor is not included in Metro's current fiscal year budget, it is recognized that there will be a gap before the DEIS can commence.

1. **The Metro Council finds that the following actions are necessary to advance the project into the *Draft Environmental Impact Statement*:**
  - a. **Metro should work with the FTA to Publish a *Notice of Intent to Prepare a Draft Environmental Impact Statement* in the Federal Register**, and initiate the DEIS Scoping Process. The FTA has recommended that this action be taken immediately. This action would ensure that all of the work completed during the alternatives analysis would be documented under the National Environmental Policy Act (NEPA). Public comment received prior to the Metro Council action on advancing the project into the DEIS phase would also be included as part of the NEPA record. The Scoping phase of a DEIS includes meetings with the public as well as local, state and federal agencies and affected tribal jurisdictions. The dates of the public, agency and tribal meetings would be published along with the notice of intent. The Scoping meetings present proposed alternatives and solicit input on potential additional alternatives that could be included in a DEIS.
  - b. **Metro should prepare a work scope, budget and schedule for the DEIS.** In order to secure funding for a DEIS, a cost estimate is required. The estimate is based on a scope of work and schedule that meet all appropriate FTA and NEPA requirements. This DEIS will need to meet new requirements for public and agency participation covered under Section 6002 of the SAFETEA-LU Act. Metro staff will convene the PMG to discuss and review the scope of work, schedule and budget, including agency roles and responsibilities during the DEIS phase.
  - c. **Metro should work with project partners, through the Project Management Group, to identify and secure funding for the DEIS.** Along with the scope, schedule and budget, Metro will work with project partners to identify potential sources of funding for the DEIS, as well as the next phases of project development, Preliminary Engineering and the Final Environmental Impact Statement. Potential sources of funding include FTA Section 5339 or other funds through the MTIP process, and local jurisdiction, TriMet, or ODOT contributions.



2. **In order to advance the goal of implementing a bicycle and pedestrian trail that connects Portland and Lake Oswego, the Metro Council directs that the following steps be taken:**
  - a. **Metro, with assistance from project partners through the TAC and PMG, should develop a process to undertake the *Trail Refinement Next Steps* listed above.** The result of this process would be to resolve key issues and determine the relationship of the trail and the transit project during the DEIS phase. Of particular importance are:
    - i. Involvement of the public and advocacy groups in improving the trail concept
    - ii. Definition of the lead agency for advancement of a trail
    - iii. Development of an approach to reduce capital costs
    - iv. Analysis of possible phasing of trail segments
    - v. Identification of potential trail capital funding sources
3. **The Metro Council finds that prior to initiation of the DEIS, Metro, with the assistance of the PMG, should develop actions or conditions for each participating agency that would help to ensure that the project can meet FTA thresholds with regard to ridership and financing and achieve the important development objectives for the Corridor.**

These could include:

- a. Development of local funding mechanisms
  - b. Demonstrated progress toward development objectives
  - c. Resolution of technical issues, e.g. ODOT concerns regarding the SW Macadam Avenue alignment
  - d. Threshold criteria for selecting a full-length option over an MOS or vice versa
4. **The Metro Council finds that the following concerns need to be addressed by Metro and its project partners as the project moves forward into a DEIS:**
    - a. The alternative should be constructed in such a manner as to allow coordination with transportation alternatives across the Sellwood Bridge or its replacement.
    - b. Maximize the alternative to establish a safe and attractive transit, pedestrian and bicycle route from Lake Oswego to Portland. Minimize negative impacts to residents and property values.
    - c. The DEIS should include an analysis of the conflicts between use of the corridor as a commuter route and the stated desire of Johns Landing residents for a more pedestrian and retail friendly environment.
    - d. Continue to analyze redevelopment opportunities in Johns Landing and Lake Oswego.
    - e. Strive for closer integration of Johns Landing and South Waterfront urban planning and work to improve pedestrian, bicycle, automobile and streetcar connections.

- 5. The Metro Council finds that the PMG should undertake a Johns Landing Alignment Refinement Study that would precede the start of the DEIS. This study would support the DEIS detailed definition of alternatives and should focus on:**
- a. The operational, design and cost trade-offs between the various alignment options in the Johns Landing segment.
  - b. Financial mechanisms to capture the full value of the Willamette Shore Line so that the current value of the WSL right of way could be used to leverage federal dollars and be applied to a project as local match. These mechanisms could include purchase by adjoining property owners, formation of a local improvement district and/ or a right of way trade that could be counted as local match
  - c. Design solutions through and/or around the most constrained parts of the Willamette Shore Line alignment
  - d. Initial operating concepts for the Streetcar in Macadam Avenue that address ODOT concerns regarding shared traffic operations.
  - e. Refinement of temporary and permanent Johns Landing terminus locations.
  - f. Funding for the refinement study should be equitably shared by the participating agencies.

**RESOLUTION 07-57****A RESOLUTION OF THE LAKE OSWEGO CITY COUNCIL SUPPORTING THE LAKE OSWEGO TO PORTLAND TRANSIT AND TRAIL ALTERNATIVES ANALYSIS STEERING COMMITTEE RECOMMENDATIONS FOR THE DRAFT ENVIRONMENTAL IMPACT STATEMENT STUDY FOR THE HIGHWAY 43 CORRIDOR.**

**WHEREAS**, the Regional Transportation Plan (RTP) designates Highway 43 between Portland and Lake Oswego as a planned frequent bus line and the Willamette Shore Line Rail right of way as a planned/proposed streetcar line; and

**WHEREAS**, in 1988, the City of Lake Oswego, along with six other agencies, purchased the Willamette Shore Line rail right of way for the purpose of preserving the line for future high capacity transit ; and

**WHEREAS**, the City of Lake Oswego has adopted a Transportation System Plan as a component of its Comprehensive Plan that indicates that Hwy. 43 is a congested corridor, and that the Willamette Shore Line right of way should be preserved for future high capacity transit; and

**WHEREAS**, the City of Lake Oswego, along with other regional partners, has through its actions over the past 19 years, supported efforts to encourage future high capacity transit between Lake Oswego and Portland by contracting with the Oregon Electrical Railway Historical Society to operate a seasonal trolley on the Willamette Shore Line right of way in order to preserve its use for future high capacity transit; and

**WHEREAS**, in 2004, the City Council of the City of Lake Oswego appointed a Downtown Transit Alternatives Advisory Committee (DTAAC), consisting of neighborhood, business and transportation representatives, which examined preferred transit options for the City of Lake Oswego; and

**WHEREAS**, in 2005, Metro applied for and attained Metropolitan Transportation Improvement Program funds in order to conduct a Transit and Trail Alternatives Analysis to examine transit and trail options in the Highway 43 Corridor, including the Willamette Shore Line right-of-way, and the City of Lake Oswego contributed funding for a portion of the local match, along with the City of Portland and TriMet; and

**WHEREAS**, an Alternatives Analysis, consistent with Federal Transit Administration requirements, was conducted; and

**WHEREAS**, representatives on the Transit and Trail Steering Committee, consisting of elected and appointed members from the City of Lake Oswego, the City of Portland, Multnomah and Clackamas Counties, TriMet, Metro, Oregon Department of

**BE IT RESOLVED** by the City Council of the City of Lake Oswego:

**Section 3.** The City Council conveys that support for study of the MOS to Nevada Street should not be viewed as support for streetcar to Nevada Street as a project terminus as it would not meet the identified Purpose and Need for the project and would significantly increase the cost of the project.

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Section 4. Effective Date. This Resolution shall take effect upon passage.

Considered and enacted at the meeting of the City Council of the City of Lake Oswego held on the 2nd day of October, 2007.

AYES: Mayor Hammerstad, McPeak, Groznik, Hennagin, Jordan, Johnson


NOES: none

EXCUSED: Turchi


ABSTAIN: none

  
\_\_\_\_\_  
Judie Hammerstad, Mayor

ATTEST:

  
\_\_\_\_\_  
Robyn Christie, City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
David Powell  
City Attorney



**Martha Schrader**  
Chair

**Lynn Peterson**  
Commissioner

**Bill Kennemer**  
Commissioner

**BOARD OF COUNTY COMMISSIONERS**

**PUBLIC SERVICES BUILDING**

**2051 KAEN ROAD | OREGON CITY, OR 97045**

December 7, 2007

David Bragdon, President  
Metro Council  
600 NE Grand Ave.  
Portland, OR 97232-2736

Dear President Bragdon:

The Clackamas County Board of Commissioners has reviewed the Lake Oswego Transit and Trail Alternatives Analysis Steering Committee recommendation to advance alternatives into a Draft Environmental Impact Statement and we support the recommendation of the Steering Committee. While we are supportive of this recommendation, we would like to emphasize several issues.

We agree with the need to continue to study a Streetcar as the preferred mode, especially recognizing the limitations of bus rapid transit. However, we believe it is important to study all modes more thoroughly in the next stage of analysis. Additionally, though we have agreed to further study of a minimum operable segment to Nevada Street, we believe that this would not meet the purpose and need of the project and would add significantly more cost to the project.

Regarding the alignments through the Johns Landing area, we support continued study of both the Willamette Shore Line right of way and SW Macadam Avenue. We recognize and want to maximize the value of the Willamette Shore Line right of way but also realize that a Macadam Avenue alignment could potentially provide a positive tradeoff between benefits and impacts.

While the segment of the corridor that is within unincorporated Clackamas County does not anticipate increased development, there are key development opportunities in the Lake Oswego town center. The county supports further study of both terminus locations in order to better understand the benefits and impacts of both options. Additionally, we are fully supportive of the predevelopment efforts currently underway by the City of Lake Oswego.

Providing a bicycle/pedestrian component is very important to Clackamas County. We recognize the physical constraints involved as well as the possible legal issues of the Willamette Shore Line right of way. We are willing and eager to play a leadership role with Metro, project partners and the public to address the challenges of creating a safe, continuous trail through the corridor at a reasonable cost. We look forward to future opportunities to develop and consider creative options and make recommendations as appropriate.

We thank you for this opportunity to lend our support to this project that will provide new transportation choices in the corridor and beyond, into broader Clackamas County, where our population and employment continue to grow and demand additional transportation capacity.

Sincerely,

Martha Schrader  
Chair

Lynn Peterson  
Commissioner

Bill Kennemer  
Commissioner



## Ted Wheeler, Multnomah County Chair

501 SE Hawthorne Blvd., Suite 600  
Portland, Oregon 97214  
Phone: (503) 988-3308  
Email: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)

November 26, 2007

David Bragdon, President  
Metro Council  
600 NE Grand Avenue  
Portland, OR 97232-2736

Dear President Bragdon:

The Multnomah County Board of Commissioners has reviewed both LOPAC's and the Steering Committee Recommendation for the Lake Oswego to Portland Transit and Trails Alternatives Analysis. This letter will offer alternatives into a Draft Environmental Impact Statement and provide the following recommendation.

After reviewing the Steering Committee Revised Recommendation we agree with the need to continue to study a Streetcar as the preferred mode, especially recognizing the limitations of bus rapid transit. That said, we encourage that a streetcar to Johns Landing and enhanced bus to Lake Oswego be studied as an alternative for this corridor, as well as the Steering Committee's recommendation of studying Streetcar to Lake Oswego as an alternative. Regarding the alignments through the South Waterfront area, we support continued study of the Willamette Shore Line right of way and SW Macadam alignments. We recognize the value of the Willamette Shore Line right of way, but we do not wish to see its value as the driving force, only that it and the SW Macadam Avenue alignments each be given full consideration.

With respect to a terminus in Lake Oswego we believe that a Trolley Terminus be considered while the advantages of the other two locations (Safeway and Albertsons) receive further study. We recognize that there are several advantages that accompany streetcar development. First is the transit demand at the terminus as well as the potential for continuation of the line, and second the potential for economic development that might occur along an alignment. Therefore, consideration of a Trolley Terminus is also important to allow some flexibility before committing to one terminus or the other.

At our briefing we also heard from citizens from unincorporated Multnomah County as well as members of LOPAC and wish to support their recommendation. While their recommendation(s) is included in the Steering Committee's Revised Recommendation, there are some key differences that bear consideration. First, we would like to reiterate our desire to see the SW Macadam alignment studied as per LOPAC's recommendation. Second, while we wish to see the Trolley Terminus as an alternative, we again concur that studying a terminus in Johns Landing should also be reviewed as an alternative with enhanced bus service to south to Lake Oswego.

Providing a bicycle/pedestrian component is very important to Multnomah County. We recognize the physical constraints involved as well as the possible legal issues of the Willamette Shore Line right of way. We encourage establishing a subcommittee to closely review the options and make recommendations as appropriate.

Finally, the effect of any of the alternatives on the environment must be a component of the DEIS. We continued to be concerned about the potential impact any of the alternatives may have on the environment and believe that the preferred alternative be one that also meets key sustainability measures.

Multnomah County supports moving ahead with the DEIS as recommended by both LOPAC and the Steering Committee. We thank you for this opportunity to lend our support.

Sincerely,

A handwritten signature in black ink that reads "TED WHEELER". The signature is written in a cursive, slightly stylized font.

Ted Wheeler  
Multnomah County Chair

TW/rrl





CITY OF

## PORTLAND, OREGON

OFFICE OF PUBLIC UTILITIES

**Sam Adams, Commissioner**  
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Metro Council  
600 NE Grand Ave.  
Portland, OR 97232

Honorable President Bragdon and Metro Councilors:

As Commissioner in charge of the Portland Office of Transportation and City of Portland representative in the Lake Oswego to Portland Transit and Trail Alternatives Analysis Steering Committee, I support the Steering Committee recommendations as amended and approved at the November 19<sup>th</sup>, 2007 meeting.

In advancing the Steering Committee's Recommendations, I appreciate the hard work that citizens of Portland and along the corridor put into the project for over two years.

I understand that planning for high capacity transit in this corridor has been a controversial endeavor going back to the master planning efforts of the 1970s. Given this history, the recommendations of the Lake Oswego to Portland Project Advisory Committee and the Steering Committee are important steps toward a workable solution.

Though this study resolved many issues, many questions remained unanswered. I believe this refinement study is the best way to continue to explore options with the community and try to build towards an agreement on the options to be studied as part of the environmental impact study work (EIS).

In advancing this project to the next level of planning, the City of Portland is interested in a process that will lead to solutions that meet the City's and the region's transportation and land use objectives and reflect the needs and aspirations of stakeholders along the corridor.

As such, I am recommending that as part of the refinement study referred to in the Steering Committee's recommendations, the following elements be incorporated:

1. This refinement study is for the area of Johns Landing between South Waterfront and the Sellwood Bridge, and should be conducted with active participation from businesses and residents along the corridor.
2. The refinement study should be consistent and supportive of the NEPA process;
3. The refinement study work should be scoped for and executed so that the end result will be a narrowing of streetcar alignments in the Johns Landing segment to be advanced into the EIS;
4. The refinement study should be conducted concurrently with trail planning, and if that is not possible, the refinement study should consider the impacts on trail development in its alternative selection process;
5. Opportunities and constraints to build a citywide streetcar system should be part of the criteria for alternative selection; and
6. The scope of work and execution of the refinement study should be done in a cooperative effort with the City of Portland, Metro, TriMet, ODOT and the public at large.

Sincerely,

Commissioner Sam Adams



December 11, 2007

Metro Council  
600 NE Grand Avenue  
Portland, OR 97232-2736

Dear President Bragdon:

On behalf of TriMet, I recommend that you adopt the Lake Oswego to Portland Steering Committee Recommendations as amended on November 19, 2007. These recommendations propose a sound range of project alternatives that present the public and decision-makers with sensible choices on how to proceed with transit improvements in the Lake Oswego to Portland Corridor. Each of the alternatives will benefit from the careful analysis of impacts and mitigations that can only take place within the NEPA process.

As the project moves forward, TriMet, Metro and our regional partners will seek to develop creative design solutions that address the community concerns expressed during the alternatives analysis, while maintaining reliable and quick transit options through the corridor. Balancing the regional transportation needs with local impacts will be particularly challenging in this highly constrained corridor.

TriMet also wants to emphasize its belief that the value of the Willamette Shore Line railroad right of way should be preserved as local match for FTA funds and not given up prematurely. Whether the match is created through direct use of the right of way or by separate funding that ensures that the value is captured by other means, capture of the right of way's value will need to be addressed as we advance into the DEIS.

We look forward to working with you on this important project.

Sincerely,

A handwritten signature in blue ink that reads "Fred Hansen". The signature is written in a cursive style and is positioned above the printed name and title.

Fred Hansen  
General Manager

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF IDENTIFYING	)	RESOLUTION NO. 07-3887
ALTERNATIVES TO ADVANCE INTO A	)	
DRAFT ENVIRONMENTAL IMPACT	)	
STATEMENT FOR THE PORTLAND TO LAKE	)	
OSWEGO CORRIDOR TRANSIT PROJECT	)	Introduced by Councilor Rex Burkholder
	)	

WHEREAS, in 1988 a consortium of seven government agencies purchased the Willamette Shore Line right-of-way for the purpose of preserving the right of way for future rail transit in the geographically constrained Portland to Lake Oswego Highway 43 corridor; and

WHEREAS, the Willamette Shore Line right-of-way has appreciated significantly in value since its purchase and can be used as local match for federal transit funds, and

WHEREAS, the Regional Transportation Plan, adopted by the Metro Council in 2004 called for a corridor refinement plan for evaluation of high capacity transit options for the Lake Oswego to Portland Highway 43 corridor;

WHEREAS, in 2005, Metro initiated an alternatives analysis consistent with FTA requirements to assess the feasibility of transit and trail alternatives between Lake Oswego and Portland; and

WHEREAS, a wide range of alternatives was evaluated in the alternatives analysis that included No-Build, Bus Rapid Transit with multiple alignments, Streetcar with multiple alignments, River Transit, and accompanying trail alignments; and

WHEREAS, the alternatives analysis confirmed that highway widening in the Highway 43 corridor is infeasible and costly, and that reversible lanes are not warranted, and

WHEREAS, ridership and cost information was developed in the alternatives analysis that evaluated an extension of the proposed Milwaukie light rail line to the Albertsons terminus on an alignment parallel to the Portland and Western Railroad; and

WHEREAS, an extensive public involvement process was undertaken from July 2005 to the present that included testimony before and after every meeting of the Lake Oswego to Portland Project Advisory Committee (LOPAC), community design workshops, open houses, small group meetings, neighborhood group meetings, individual property owner meetings, a bus rider survey, newsletters, and targeted mailings, resulting in over 1,200 direct citizen contacts; and

WHEREAS, on July 16, 2007, a public hearing was held by the Steering Committee and public comments were received on the *Lake Oswego to Portland Transit and Trail Alternatives Analysis Evaluation Summary Public Review Draft*; and

WHEREAS, on July 31, 2007, the Lake Oswego to Portland Project Advisory Committee (LOPAC) adopted their recommendation to the Steering Committee regarding transit and trail alternatives to advance for further study in a Draft Environmental Impact Statement; and

WHEREAS, on August 29, 2007 the Lake Oswego to Portland Project Management Group (PMG) adopted their recommendation to the Steering Committee regarding transit and trail alternatives to advance for further study in a Draft Environmental Impact Statement; and

WHEREAS, on September 10, 2007 the Steering Committee, after consideration of LOPAC and PMG recommendations, public input, the *Lake Oswego to Portland Transit and Trail Alternatives Analysis Draft Public Comment Summary* report, and the *Lake Oswego to Portland Transit and Trail Alternatives Analysis Evaluation Summary Public Review Draft* report; adopted the *Steering Committee Recommendations on Alternatives to be Advanced into a Draft Environmental Impact Statement and Work Program Considerations*, attached as Exhibit A; and

WHEREAS, the transit alternatives adopted by the Steering Committee on September 10 2007 included No-Build, Enhanced Bus and Streetcar, including streetcar alignment alternatives on SW Macadam Avenue, the Willamette Shore Line right-of-way, or combinations of the two that may include all or parts of the Johns Landing Masterplan alignment through Johns Landing, a temporary minimum operable segment terminus in the vicinity of Nevada Street in Johns Landing, the Willamette Shore Line right-of-way from the vicinity of Nevada Street to the existing trolley barn and south to the Albertsons terminus option or west via A and B Avenues to the Safeway terminus option in Lake Oswego; and

WHEREAS, the Lake Oswego to Portland Corridor Project would be the region's next priority for FTA funding, following the Portland Streetcar Loop Project and Milwaukie to Portland Light Rail Project; and

WHEREAS, the bicycle and pedestrian trail element of the alternatives analysis received a high level of public support, and the Steering Committee Recommendation from September 10, 2007 included a recommendation to advance and refine the pedestrian and bicycle trail options in the corridor, including additional design work, cost reduction strategies, potential trail phasing strategies, resolution of legal issues and identification of construction funding sources; and

WHEREAS, on November 19, 2007, the Steering Committee amended their September 10, 2007 recommendation to add a permanent Johns Landing terminus to the alternatives to be advanced, and to initiate a Refinement Study in the Johns Landing area prior to the start of the Draft Environmental Impact Statement, attached as Exhibit A, based on public comment and recommendations from the LOPAC Chair and Vice-chairs, and

WHEREAS, the Lake Oswego City Council, Portland City Council, TriMet Board of Directors, Multnomah County Board of Commissioners and Clackamas County Board of Commissioners submitted letters of support and/or resolutions endorsing the Steering Committee recommendations, attached as Exhibit B, and

WHEREAS, the Metro Council has considered previous public comments, public testimony at this hearing, and public agency endorsements of the Steering Committee Recommendation as amended November 19, 2007; now therefore

BE IT RESOLVED, that the Metro Council adopts the *Lake Oswego to Portland Transit and Trail Alternatives Analysis Steering Committee Recommendation and Work Program Considerations*, as adopted September 10, 2007 and amended November 19, 2007, attached as Exhibit A.

ADOPTED by the Metro Council this \_\_\_\_ day of December 2007.

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David Bragdon, Council President

Approved as to Form:

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Daniel B. Cooper, Metro Attorney

# **Lake Oswego to Portland Transit and Trail Alternatives Analysis**

## **Steering Committee Recommendation**

Alternatives to be Advanced into a  
Draft Environmental Impact Statement

Work Program Considerations

*Adopted September 10, 2007*

*Amended November 19, 2007*



**METRO**

# Steering Committee Recommendation

*Alternatives to Advance into a Draft Environmental Impact Statement  
Adopted September 10, 2007*

## I. OVERVIEW

This document presents the recommendations of the Steering Committee to the Metro Council for alternatives to be advanced into a *Draft Environmental Impact Statement* for the Lake Oswego to Portland corridor. The transit alternatives and their accompanying trail components have been fully evaluated against the project's purpose and need and goals and objectives, and this evaluation is documented in the *Lake Oswego to Portland Transit and Trail Alternatives Analysis Evaluation Summary Public Review Draft* dated July 12, 2007. The Steering Committee recommendations also consider recommendations from the Lake Oswego to Portland Project Advisory Committee (LOPAC) dated July 31, 2007, the findings of the Project Management Group dated September 3, 2007, public input received during the two public open houses held on June 27 and 28, 2007 and the public hearing held on July 16, 2007 as well as all other comments received as described in the *Public Comment Summary* dated September 10, 2007.

This recommendation discusses transit mode, terminus of the transit project and specific alignments. In addition, a strategy is presented for further development of a trail connection in the corridor. The **mode** section presents findings and recommendations regarding the No-Build, Bus Rapid Transit (BRT) and Streetcar alternatives. The **terminus** section presents findings and recommendations about the three terminus options including the Trolley, Safeway and Albertsons termini sites. The **alignment** section describes findings and recommendations for the three potential streetcar alignments within the John's Landing area; the Willamette Shore Line right of way, SW Macadam Avenue and the John's Landing Master Plan alignment.

## II. FINDINGS AND RECOMMENDATIONS

### **Context**

The Lake Oswego to Portland corridor is environmentally, topographically and physically constrained. Future roadway expansion is not anticipated and previous planning studies have concluded that a high capacity transit improvement is needed to provide additional capacity. In 1988, a consortium of seven government agencies purchased the Willamette Shore Line right of way connecting Lake Oswego to Portland for the purpose of preserving the rail right of way for future rail transit service. The 2004 Regional Transportation Plan (RTP) identified the need for a corridor refinement plan for a high capacity transit option for this corridor, which was the genesis of this alternatives analysis.

Existing and future traffic conditions in this corridor are projected to worsen as population and employment projections for Portland, Lake Oswego and areas south of Lake Oswego in Clackamas County continue to grow. The corridor already experiences long traffic queues, poor levels of service and significant capacity constraints at key locations. Travel times in the corridor are unreliable due to congestion on Highway 43.

## ***Project Sequencing***

A transit project in the Lake Oswego to Portland Corridor is one of several regional projects that would seek funding through FTA's New Starts and Small Starts funding programs. The financial analysis prepared during this alternatives analysis evaluated the sequencing of funding for this project based on current regional commitments. The Milwaukie to Portland Light Rail Project is the region's top priority for FTA New Starts funding following projects currently funded and under construction. The Columbia Crossing Project would also include a New Starts transit component and is proceeding concurrently with the Milwaukie to Portland LRT Project. The Portland Streetcar Loop project is the region's priority project for FTA Small Starts funding.

The Lake Oswego to Portland Corridor Project would be the region's next priority for FTA funding, with construction funding capacity becoming available starting in 2012 and continuing through 2017. In order to fit into the regional sequence of projects, the Steering Committee recognizes that the Portland to Lake Oswego Corridor Draft Environmental Impact Statement would need to be initiated in Fall 2008 as the Milwaukie to Portland Light Rail Project Final Environmental Impact Statement nears completion. In the Work Program Considerations section of these Steering Committee findings and recommendations, a number of steps are outlined which would need to be taken prior to the initiation of the DEIS, including preparation of a more detailed schedule that identifies key New Starts milestones and deliverables for the project.

## ***Willamette Shoreline Right of Way***

The Willamette shoreline rail right of way was purchased from the Southern Pacific Railroad in 1988 for \$2 million dollars by a consortium of local governments including Metro, the cities of Lake Oswego and Portland, Clackamas and Multnomah counties, the Oregon Department of Transportation (ODOT) and TriMet. Knowing that the Highway 43 corridor is very constrained; the purchase was made with the intent of preserving the corridor for future transit use.

The value of the right-of way has increased dramatically over 20 years. TriMet estimates currently value the right-of-way at \$75 million in 2007 dollars. This value is critical to a transit project that would use the right-of-way because the value of the right of way can be counted as local match for federal funds. A request for New Starts project funding from the Federal Transit Administration would typically be for 60 percent of a project's capital cost leaving 40 percent to be supplied locally. If \$75 million in right of way value were applied as part of local match, the remaining share of local funds required would be significantly reduced.

For the reasons stated above, whether an alternative uses the Willamette Shore Line right-of-way is a significant factor in project funding. For the Streetcar alternative, the \$75 million value of the Willamette Shore Line right of way could leverage as much as \$112.5 million in federal funds. Because it would not be using the right of way, the BRT alternative would not be able to leverage value of the right of way as part of its funding plan.

### ***A. Transit Mode: Streetcar***

Streetcar is the transit mode that best meets the project's purpose and need and the goals and objectives for the Lake Oswego to Portland Transit and Trail Alternatives Analysis.



The Steering Committee recommends that the **Streetcar mode** advance for further study in a Draft Environmental Impact Statement (DEIS) because:

- Streetcar would have the highest ridership of all the transit alternatives.
- Streetcar travel times would be up to 18 minutes faster between key corridor destinations and would be more reliable than the other transit alternatives. In peak travel periods, the Streetcar would provide faster travel times than autos between downtown and Lake Oswego. Faster travel time and higher reliability is gained through operation of streetcar in exclusive right of way on the Willamette Shore Line.
- Streetcar would have the lowest operating and maintenance costs of any alternative, including the No-Build. This is due to the marginal cost of extending a line that already operates in the corridor, the carrying capacity of the Streetcar vehicles compared to buses and the travel time advantage over BRT and No-Build. The Streetcar also replaces some corridor bus service, which results in a cost savings.
- The Streetcar alternative could leverage up to 3.3 million square feet of total new transit supportive development within three blocks of the proposed alignments.
- Streetcar is compatible with the existing transit system and would operate as an extension of the existing streetcar line that operates between NW 23<sup>rd</sup> Avenue and the South Waterfront.
- The \$75 million of value in the Willamette Shoreline right of way could leverage as much as \$112.5 million in federal funds if the project proceeds as a Federal Transit Administration (FTA) New Starts project.

The Steering Committee recommends that the **Bus Rapid Transit (BRT) mode** not advance for further study in a DEIS because:

- It may not be a practical option to achieve the travel time and ridership as modeled in this alternatives analysis. The queue bypass lanes used to bypass congestion at key intersections in the BRT alternative would have to be extended to between 500 and 1,000 feet instead of the 200 feet in the current designs and cost estimates.
- The BRT alternative would include property impacts at the key intersections where transit improvements are constructed. There would be additional property impacts associated with the additional queue jump length required to bypass congestion. This also would include removal of trees within the sidewalk area.
- Initial BRT capital costs were the lowest of all the transit alternatives, however, these do not include the additional costs of the longer queue jump lanes, which would be required.
- The BRT alternative would have the highest operating cost due to the greater number of vehicles required to meet demand, and the fact that the BRT line would require added service, unlike the Streetcar alternative which would replace existing bus service.
- For the entire length of the corridor, BRT travel times are subject to the same delays and congestion as the general traffic in areas where queue jump lanes are not provided, resulting in decreased reliability.
- The BRT alternative would not leverage transit supportive economic development beyond what would be expected with the No-Build alternative.
- The BRT alternative would not leverage the \$75 million value of Willamette Shore Line right of way, which could match federal transit funding of up to \$112.5 million.

The Steering Committee recommends that an **enhanced bus** alternative be studied as a more practical option for this constrained corridor. Such an option would avoid the property impacts of the BRT while providing improved service, bus pullouts where possible and better shelters and lighting at stations. Enhanced bus would act as the base case for comparison

to Streetcar alternatives in the DEIS. It would operate in mixed traffic, though this has implications for travel time, reliability and long-term efficiency of the line.

**B. Alignments: Willamette Shore Line and SW Macadam Avenue**

During the alternatives analysis process three alignments were evaluated in the John's Landing area: the Willamette Shore Line right of way, SW Macadam Avenue and the John's Landing Master Plan alignment. The Steering Committee recommends that two alignment options be studied further in the John's Landing area north of the Sellwood Bridge: the Willamette Shore Line right of way alignment and the SW Macadam Avenue alignment.

In addition, combinations of the two alignments should be evaluated to maximize the potential benefits and minimize impacts in the John's Landing area. The Steering Committee recognizes that alignments, which would avoid or minimize impacts through John's Landing, may need to be developed that are not part of either the Macadam Avenue or Willamette Shoreline alignments. These could include all or portions of the John's Landing Master Plan alignment or other rights of way.

The Steering Committee recommends that the **Willamette Shore Line right of way alignment** advance for further study for the following reasons:

- Streetcar on the Willamette Shore Line right of way would yield higher reliability and faster travel times than the other alignments due to the 100% exclusive right of way. In the DEIS, Issues of pedestrian and vehicle safety and proximity to private properties must be considered in the analysis of this alignment..
- The Willamette Shore Line right of way is in public ownership and could potentially be used as local match towards the capital cost of the project. Current estimates value the entire right of way at \$75 million. For the portion north of SW Nevada Street, the value of the right of way is estimated at approximately \$35 million, which could leverage an additional \$58 million in federal funds.
- The Willamette Shore Line Right-of-Way alignment has received public support from Lake Oswego residents because it has faster travel time, better reliability and less impact to Highway 43 traffic operations and safety than an alignment that would use Macadam Avenue in John's Landing.

The Steering Committee recommends that the **SW Macadam Avenue alignment** advance for further study for the following reasons:

- The SW Macadam Avenue alignment was the preferred alignment of the LOPAC based on community support, development potential, and the ability to avoid residential impacts of the Willamette Shore Line alignment. The LOPAC emphasized that the alignment should be on SW Macadam Avenue for as much of the length of the route as possible from the South Waterfront to the vicinity of the intersection of SW Macadam Avenue and SW Nevada Street.
- The SW Macadam Avenue alignment would leverage the most potential transit supportive development, approximately 2.2 million square feet of total new development in John's Landing.
- The SW Macadam Avenue alignment would avoid some of the potential property impacts associated with use of the Willamette Shore Line right of way.
- The SW Macadam Avenue alignment has emerged with the most public support from residents and businesses in John's Landing.

- As LOPAC recommended, a bicycle and pedestrian trail could be established along the Willamette Shore Line with the Macadam Avenue alignment. This trail has the potential to reduce conflicts between recreational and commuter user groups on the existing Willamette River Greenway trail by providing a more direct route through Johns Landing.

**Note:** The Steering Committee recognizes ODOT's expressed concerns regarding the SW Macadam Avenue alignment option and will ensure that questions related to potential streetcar operations in mixed traffic on SW Macadam Avenue are addressed.

South of the John's Landing area and north of the Trolley Terminus site in Lake Oswego, the Willamette Shore Line right of way was the only alignment to advance to the completion of the alternatives analysis. As part of its design option narrowing decision, The Steering Committee eliminated Highway 43 south of John's Landing from consideration as a Streetcar alignment for safety and operational reasons, making the Willamette Shore Line alignment the only option in this segment of the corridor. The *Evaluation Summary Report* contains a description of the alternative and design option narrowing decisions that were made during the alternatives analysis.

### **C. Lake Oswego Full-Length Termini: Albertsons and Safeway**

The Steering Committee recommends that the Albertsons and Safeway termini should advance into the DEIS. The Trolley terminus should not be advanced into the DEIS. These termini options are preferred because they would serve more population and employment, have higher ridership, disperse park and ride spaces, and have greater potential for transit-supportive development while demonstrating similar traffic impacts.

The Steering Committee recommends that the **Albertsons terminus** advance for further study for the following reasons:

- The Albertsons terminus would allow for the possible future extension of Streetcar south to West Linn or Oregon City.
- The Albertsons terminus has strong public support from the residents south of Lake Oswego and citizens within Lake Oswego. In 2006, Lake Oswego's Downtown Transit Alternatives Analysis Committee (DTAAC) recommended the Albertsons terminus site, partly because it would intercept traffic from the south before it reaches the center of downtown.
- The Albertsons terminus could generate substantial transit supportive development in Lake Oswego (0.9 million square feet).

The Steering Committee recommends that the **Safeway terminus** advance for further study for the following reasons:

- The Safeway terminus would allow for the possible future extension of Streetcar to the west.
- The Safeway terminus could provide park and ride access west of downtown Lake Oswego, intercepting traffic before it reaches the center of downtown.
- The Safeway site could leverage the most potential transit supportive development (1.1 million square feet in Lake Oswego), as compared to the Albertsons or Trolley terminus options.

- The Safeway site would allow the Streetcar to act as a circulator for trips within downtown Lake Oswego between the Foothills district and the west end of downtown.

The Steering Committee acknowledges that an at-grade crossing of streetcar with Highway 43 under the Safeway terminus option would require additional study and coordination with ODOT and the City of Lake Oswego to ensure that a safe and efficient crossing is feasible.

Additionally, the Steering Committee acknowledges that it may be necessary to construct a project that would utilize the **Trolley Terminus** as a **temporary interim terminus** while joint development construction plans are finalized at either the Albertsons or Safeway terminus sites.

#### ***D. Temporary Johns Landing Short Terminus - Minimum Operable Segment (MOS)***

If a full-length project cannot be built for financial or other reasons, the FTA allows for Minimum Operable Segments (MOS) to be considered as interim termini for a project. In this corridor, preliminary analysis was done for a MOS for Streetcar that would terminate in the vicinity of Nevada Street in John's Landing on either the Willamette Shore Line right-of-way or the Macadam Avenue alignments. A streetcar terminus in Johns Landing should include enhanced bus service to Lake Oswego as part of the complete alternative. The Steering Committee recommends that this alternative advance for further study for the following reasons:

- Significant public support was expressed for this option from participants in the process all through the corridor.
- A minimum operable segment (MOS) provides flexibility to initiate a project with available funding while pursuing additional funding to complete the remainder.

#### ***E. Johns Landing Permanent Terminus***

A permanent terminus in Johns Landing was selected by the LOPAC along with a full-length Streetcar alternative as their preferred options to be advanced into the DEIS. The LOPAC preference was that this terminus be paired with the Macadam Avenue alignment; in Johns Landing however this terminus option could be paired with either the Willamette Shoreline or Macadam alignments. A streetcar terminus in Johns Landing should include enhanced bus service to Lake Oswego as part of the complete alternative.. The Steering Committee recommends that this alternative be advanced into the DEIS for the following reasons:

- There is strong community support for this option in both Johns Landing and Dunthorpe.
- Analysis of a permanent terminus in addition to a temporary Minimum Operable Segment terminus would allow a full range of choices that could respond to funding constraints, environmental impacts and community preferences.
- This terminus option could maintain the ability to cross a new or reconstructed Sellwood Bridge in the future.

### **III. TRAIL CONSIDERATIONS**

#### ***Context***

As part of the Willamette River Greenway vision, a trail was proposed to run along the Willamette Shore Line right of way from Willamette Park in Portland to downtown Lake Oswego between Highway 43 and the Willamette River. As part of this Alternatives Analysis, the feasibility of a continuous trail between Portland and Lake Oswego was evaluated. Each transit alternative carried with it a complementary trail component. The BRT alternative would have used the Willamette Shore Line right of way for exclusive trail use. The Streetcar alternative, which the Steering Committee recommends further study, would require shared use of the Willamette Shoreline between Streetcar and a trail. The discussion below focuses on the trail components that would accompany the Streetcar alignments.

#### ***A. Trail Component***

The bike and pedestrian trail component of this study has received tremendous community support. A trail in the corridor would provide a critical link in the regional transportation system, connecting other regional and local trails. A continuous, safe and level trail component is a desired outcome in this corridor.

However, as currently designed, the trail component may not be practical to build for its entire length because of the high capital costs associated with shifting the Streetcar alignment to accommodate the trail in a tightly constrained right of way and very difficult topography. Because some portions of the trail are more easily implemented than others, and because funding for the entire trail may not be available at one time, the trail may need to be developed in phases.

#### ***B. Trail Component Refinement Next Steps***

The Steering Committee recommends that a trail component advance for further study. However, additional refinement is needed to determine how to advance the trail and the transit alternatives, either together or separately. The following identifies additional considerations for the trail and next steps:

- Further consideration is required to determine trail project sponsors and potential funding sources. Metro may or may not be the appropriate agency to lead the effort to advance a trail in the corridor.
- Additional design work is needed to identify ways to design and construct a trail in this corridor with lower capital costs and impacts while still accommodating the transit project. The trail design should change and adapt to constraints in the corridor. The width of the trail does not need to be the same for the entire alignment and flexibility will be required with regard to various jurisdictions design standards and requirements.
- Trail phasing should be considered so that the most cost-effective segments could move forward. The additional design work required for the more difficult and expensive portions will take more time and effort.

- Additional study is needed to evaluate the potential for the Portland and Western railroad bridge and an eastside connection to the Sellwood Bridge to provide a useful pedestrian and bike trail connection between Lake Oswego and Portland
- Further study is needed regarding the outstanding legal questions in order to facilitate decisions about the Willamette Shore Line right of way and its use for a trail.

## IV. WORK PROGRAM CONSIDERATIONS

Several actions are needed prior to advancing the project into the *Draft Environmental Impact Statement* phase of project development. Because a DEIS for the Lake Oswego to Portland Corridor is not included in Metro's current fiscal year budget, it is recognized that there will be a gap before the DEIS can commence.

1. **The following actions are recommended by the Steering Committee to advance the project into the *Draft Environmental Impact Statement*:**
  - a. **Metro should work with the FTA to Publish a Notice of Intent to Prepare a Draft Environmental Impact Statement in the Federal Register**, and initiate the DEIS Scoping Process. The FTA has recommended that this action be taken immediately. This action would ensure that all of the work completed during the alternatives analysis would be documented under the National Environmental Policy Act (NEPA). Public comment received prior to the Metro Council action on advancing the project into the DEIS phase would also be included as part of the NEPA record. The Scoping phase of a DEIS includes meetings with the public as well as local, state and federal agencies and affected tribal jurisdictions. The dates of the public, agency and tribal meetings would be published along with the notice of intent. The Scoping meetings present proposed alternatives and solicit input on potential additional alternatives that could be included in a DEIS.
  - b. **Metro should prepare a work scope, budget and schedule for the DEIS.** In order to secure funding for a DEIS, a cost estimate is required. The estimate is based on a scope of work and schedule that meet all appropriate FTA and NEPA requirements. This DEIS will need to meet new requirements for public and agency participation covered under Section 6002 of the SAFETEA-LU Act. Metro staff will convene the PMG to discuss and review the scope of work, schedule and budget, including agency roles and responsibilities during the DEIS phase.
  - c. **Metro should work with project partners, through the Project Management Group, to identify and secure funding for the DEIS.** Along with the scope, schedule and budget, Metro will work with project partners to identify potential sources of funding for the DEIS, as well as the next phases of project development, Preliminary Engineering and the Final Environmental Impact Statement. Potential sources of funding include FTA Section 5339 or other funds through the MTIP process, and local jurisdiction, TriMet, or ODOT contributions.

2. **In order to advance the goal of implementing a bicycle and pedestrian trail that connects Portland and Lake Oswego, the Steering Committee recommends that the following steps should be taken:**

- a. **Metro, with assistance from project partners through the TAC and PMG, should develop a process to undertake the *Trail Refinement Next Steps* listed above.** The result of this process would be to resolve key issues and determine the relationship of the trail and the transit project during the DEIS phase. Of particular importance are:

- i. Involvement of the public and advocacy groups in improving the trail concept
- ii. Definition of the lead agency for advancement of a trail
- iii. Development of an approach to reduce capital costs
- iv. Analysis of possible phasing of trail segments
- v. Identification of potential trail capital funding sources

3. **Prior to initiation of the DEIS, Metro, with the assistance of the PMG, should develop actions or conditions for each participating agency that would help to ensure that the project can meet FTA thresholds with regard to ridership and financing and achieve the important development objectives for the Corridor.**

These could include:

- a. Development of local funding mechanisms
- b. Demonstrated progress toward development objectives
- c. Resolution of technical issues, e.g. ODOT concerns regarding the SW Macadam Avenue alignment
- d. Threshold criteria for selecting a full-length option over an MOS or vice versa

4. **The following Steering Committee concerns need to be addressed by Metro and its project partners as the project moves forward into a DEIS:**

- a. The alternative should be constructed in such a manner as to allow coordination with transportation alternatives across the Sellwood Bridge or its replacement.
- b. Maximize the alternative to establish a safe and attractive transit, pedestrian and bicycle route from Lake Oswego to Portland. Minimize negative impacts to residents and property values.
- c. The DEIS should include an analysis of the conflicts between use of the corridor as a commuter route and the stated desire of Johns Landing residents for a more pedestrian and retail friendly environment.
- d. Continue to analyze redevelopment opportunities in Johns Landing and Lake Oswego.
- e. Strive for closer integration of Johns Landing and South Waterfront urban planning and work to improve pedestrian, bicycle, automobile and streetcar connections.

- 5. Metro, TriMet, ODOT and the City of Portland should undertake a Johns Landing Alignment Refinement Study that would precede the start of the DEIS. This study would support the DEIS detailed definition of alternatives and should focus on:**
- a. The operational, design and cost trade-offs between the various alignment options in the Johns Landing segment.
  - b. Financial mechanisms to capture the value of the Willamette Shore Line so that the current value of the WSL right of way could be used to leverage federal dollars and be applied to a project as local match. These mechanisms could include purchase by adjoining property owners, formation of a local improvement district and/ or a right of way trade that could be counted as local match
  - c. Design solutions through and/or around the most constrained parts of the Willamette Shore Line alignment
  - d. Initial operating concepts for the Streetcar in Macadam Avenue that address ODOT concerns regarding shared traffic operations.
  - e. Refinement of temporary and permanent Johns Landing terminus locations.



**RESOLUTION 07-57**

**A RESOLUTION OF THE LAKE OSWEGO CITY COUNCIL SUPPORTING THE LAKE OSWEGO TO PORTLAND TRANSIT AND TRAIL ALTERNATIVES ANALYSIS STEERING COMMITTEE RECOMMENDATIONS FOR THE DRAFT ENVIRONMENTAL IMPACT STATEMENT STUDY FOR THE HIGHWAY 43 CORRIDOR.**

**WHEREAS**, the Regional Transportation Plan (RTP) designates Highway 43 between Portland and Lake Oswego as a planned frequent bus line and the Willamette Shore Line Rail right of way as a planned/proposed streetcar line; and

**WHEREAS**, in 1988, the City of Lake Oswego, along with six other agencies, purchased the Willamette Shore Line rail right of way for the purpose of preserving the line for future high capacity transit ; and

**WHEREAS**, the City of Lake Oswego has adopted a Transportation System Plan as a component of its Comprehensive Plan that indicates that Hwy. 43 is a congested corridor, and that the Willamette Shore Line right of way should be preserved for future high capacity transit; and

**WHEREAS**, the City of Lake Oswego, along with other regional partners, has through its actions over the past 19 years, supported efforts to encourage future high capacity transit between Lake Oswego and Portland by contracting with the Oregon Electrical Railway Historical Society to operate a seasonal trolley on the Willamette Shore Line right of way in order to preserve its use for future high capacity transit; and

**WHEREAS**, in 2004, the City Council of the City of Lake Oswego appointed a Downtown Transit Alternatives Advisory Committee (DTAAC), consisting of neighborhood, business and transportation representatives, which examined preferred transit options for the City of Lake Oswego; and

**WHEREAS**, in 2005, Metro applied for and attained Metropolitan Transportation Improvement Program funds in order to conduct a Transit and Trail Alternatives Analysis to examine transit and trail options in the Highway 43 Corridor, including the Willamette Shore Line right-of-way, and the City of Lake Oswego contributed funding for a portion of the local match, along with the City of Portland and TriMet; and

**WHEREAS**, an Alternatives Analysis, consistent with Federal Transit Administration requirements, was conducted; and

**WHEREAS**, representatives on the Transit and Trail Steering Committee, consisting of elected and appointed members from the City of Lake Oswego, the City of Portland,

Multnomah and Clackamas Counties, TriMet, Metro, Oregon Department of Transportation, and Portland Streetcar, Inc. (PSI), have reviewed the Evaluation Alternatives Report as well as recommendations from the Lake Oswego to Portland Advisory Committee (LOPAC), and have recommended that the project alternatives as outlined in Attachment A should be forwarded to Metro Council for further study in a Draft Environmental Impact Statement; and

**BE IT RESOLVED** by the City Council of the City of Lake Oswego:

**Section 1.** The Lake Oswego City Council hereby supports the September 10, 2007 recommendation of the Lake Oswego to Portland Transit and Trail Alternatives Analysis Steering Committee, attached as Exhibit A, generally including streetcar and enhanced bus modes, two alternative streetcar alignments and two termini options and one minimum operable segment.

**Section 2.** The City Council urges that Metro incorporate the recommended project alternatives into the study for the Draft Environmental Impact Statement for the Highway 43 Corridor.

**Section 3.** The City Council conveys that support for study of the MOS to Nevada Street should not be viewed as support for streetcar to Nevada Street as a project terminus as it would not meet the identified Purpose and Need for the project and would significantly increase the cost of the project.

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**Section 4.** Effective Date. This Resolution shall take effect upon passage.

Considered and enacted at the meeting of the City Council of the City of Lake Oswego held on the 2nd day of October, 2007.

AYES:

NOES:

EXCUSED:

ABSTAIN:

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Judie Hammerstad, Mayor

ATTEST:

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Robyn Christie, City Recorder

APPROVED AS TO FORM:

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David Powell  
City Attorney



## Ted Wheeler, Multnomah County Chair

501 SE Hawthorne Blvd., Suite 600  
Portland, Oregon 97214  
Phone: (503) 988-3308  
Email: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)

November 26, 2007

David Bragdon, President  
Metro Council  
600 NE Grand Avenue  
Portland, OR 97232-2736

Dear President Bragdon:

The Multnomah County Board of Commissioners has reviewed both LOPAC's and the Steering Committee Recommendation for the Lake Oswego to Portland Transit and Trails Alternatives Analysis. This letter will offer alternatives into a Draft Environmental Impact Statement and provide the following recommendation.

After reviewing the Steering Committee Revised Recommendation we agree with the need to continue to study a Streetcar as the preferred mode, especially recognizing the limitations of bus rapid transit. That said, we encourage that a streetcar to Johns Landing and enhanced bus to Lake Oswego be studied as an alternative for this corridor, as well as the Steering Committee's recommendation of studying Streetcar to Lake Oswego as an alternative. Regarding the alignments through the South Waterfront area, we support continued study of the Willamette Shore Line right of way and SW Macadam alignments. We recognize the value of the Willamette Shore Line right of way, but we do not wish to see its value as the driving force, only that it and the SW Macadam Avenue alignments each be given full consideration.

With respect to a terminus in Lake Oswego we believe that a Trolley Terminus be considered while the advantages of the other two locations (Safeway and Albertsons) receive further study. We recognize that there are several advantages that accompany streetcar development. First is the transit demand at the terminus as well as the potential for continuation of the line, and second the potential for economic development that might occur along an alignment. Therefore, consideration of a Trolley Terminus is also important to allow some flexibility before committing to one terminus or the other.

At our briefing we also heard from citizens from unincorporated Multnomah County as well as members of LOPAC and wish to support their recommendation. While their recommendation(s) is included in the Steering Committee's Revised Recommendation, there are some key differences that bear consideration. First, we would like to reiterate our desire to see the SW Macadam alignment studied as per LOPAC's recommendation. Second, while we wish to see the Trolley Terminus as an alternative, we again concur that studying a terminus in Johns Landing should also be reviewed as an alternative with enhanced bus service to south to Lake Oswego.

Providing a bicycle/pedestrian component is very important to Multnomah County. We recognize the physical constraints involved as well as the possible legal issues of the Willamette Shore Line right of way. We encourage establishing a subcommittee to closely review the options and make recommendations as appropriate.

Finally, the effect of any of the alternatives on the environment must be a component of the DEIS. We continued to be concerned about the potential impact any of the alternatives may have on the environment and believe that the preferred alternative be one that also meets key sustainability measures.

Multnomah County supports moving ahead with the DEIS as recommended by both LOPAC and the Steering Committee. We thank you for this opportunity to lend our support.

Sincerely,

A handwritten signature in black ink that reads "TED WHEELER". The signature is written in a cursive, slightly stylized font with a long horizontal line extending from the end of the name.

Ted Wheeler  
Multnomah County Chair

TW/rrl

## **STAFF REPORT**

### **IN CONSIDERATION OF RESOLUTION 07-3887, FOR THE PURPOSE OF IDENTIFYING ALTERNATIVES TO ADVANCE INTO A DRAFT ENVIRONMENTAL IMPACT STATEMENT FOR THE PORTLAND TO LAKE OSWEGO CORRIDOR TRANSIT PROJECT**

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Date: December 13, 2007

Prepared by: Ross Roberts

## **BACKGROUND**

### **Council Action**

This resolution would effectively advance the Lake Oswego to Portland Corridor into the Draft Environmental Impact Statement phase of project development, and would identify transit mode, terminus and alignments to be studied in the DEIS. In addition, this action would set in motion activities to prepare for the DEIS including development of work program, budget, schedule, and funding plan for the DEIS. At the completion of the DEIS, the Council would select a locally preferred alternative.

### **Policy Context**

The Region 2040 Growth Concept calls for high capacity transit connections between centers. The 2004 Regional Transportation Plan called for a corridor refinement plan in the Lake Oswego to Portland Corridor to examine high capacity transit improvements. Subsequently, the Lake Oswego to Portland Transit and Trail Alternatives Analysis was initiated by Metro in July 2005 to evaluate transit alternatives that would connect the Portland Central City with the Lake Oswego Town Center. The Council funded the alternatives analysis through two MTIP allocations. Metro is lead agency for the project, and TriMet, ODOT, the cities of Lake Oswego and Portland, Multnomah and Clackamas Counties and Portland Streetcar Inc are project partners.

### **Project Decision-Making**

The Metro Council has final authority for this project decision and is acting on a recommendation by the Transit Alternatives Analysis Steering Committee. The Steering Committee provides policy oversight and includes elected officials or executives from all of the project partners. Councilors Burkholder and Colette are the Council's representatives on the committee and serve as co-chairs. In addition to the project partners, the chairs of the Lake Oswego to Portland Project Advisory Committee (LOPAC) and the Portland Streetcar Loop Project Advisory Committee have seats on the Steering Committee. The LOPAC and the Project Management Group, made up of jurisdiction senior staff, made recommendations to the Steering Committee on alternatives to be advanced into a Draft Environmental Impact Statement (DEIS). The Steering Committee considered those recommendations as well as technical analysis from the *Evaluation Summary Report Public Review Draft*, and public comment as heard at a public hearing in July 2007, and as summarized in the *Public Comment Report*.

### **Public Involvement**

An extensive public involvement process was undertaken from July 2005 to the present that included testimony before and after every meeting of the LOPAC. Community design workshops were held early in the process in May 2006 to identify a wide range of alternatives for transit and trail options in the corridor. Small group meetings followed from September to November 2006 to refine alignments. Project staff met with neighborhood groups throughout the corridor, including West Linn. Two open

houses were held to review the technical analysis in June 2007. Individual property owner meetings were held as needed throughout the process. A bus rider survey was completed of 670 transit users in the corridor. The project also utilized newsletters, and targeted mailings to advertise meetings and provide updates. In all, the public involvement effort resulted in over 1,200 direct citizen contacts.

### **Steering Committee Recommendation**

The Steering Committee Recommendation was adopted on September 10, 2007. Subsequent to that adoption, concerns were raised by Chair and Vice-Chairs of LOPAC and residents of Dunthorpe. After meetings with the interested parties that included Council President Bragdon and Councilor Burkholder, a proposed amendment to the recommendation was forwarded to the Steering Committee by Councilor Burkholder, and was adopted on November 19, 2007. The amendment added the permanent Johns Landing terminus preferred by LOPAC to the alternatives to be studied in the DEIS and added language to the work program considerations that would add an alignment refinement study in Johns Landing that would precede the DEIS and be undertaken by Metro, TriMet, the City of Portland and ODOT.

The Steering Committee Recommendation, as amended is summarized below:

- **Context.** After the Portland to Milwaukie Light Rail Project and Portland Streetcar Loop, the Lake Oswego to Portland Corridor would be the region's next priority for Federal Transit Administration funding. The publicly owned Willamette Shore Line right-of-way is valued at \$75 million (2007 dollars) and as local match for FTA New Starts funding, it could leverage as much as \$112.5 million (2007 dollars) in federal funds.
- **Transit Mode.** Streetcar was recommended to be advanced for further study because it would have the highest ridership, fastest travel times, highest reliability, and lowest operating and maintenance costs of any alternative including the No-Build. Streetcar could leverage substantial development - up to 3.3 million square feet of total new transit supportive development within three blocks of the alignment. Streetcar would also be compatible with the existing transit system, operating as an extension of the existing streetcar line. The Steering Committee did not recommend that Bus Rapid Transit be advanced due to the impracticality of proposed queue jump lanes, but did recommend that an enhanced bus alternative be studied further in the DEIS.
- **Alignment.** Two alignments were recommended to be studied further in Johns Landing: the Willamette Shore Line right-of-way and SW Macadam Avenue – with combinations of the two primary alignments and all or part of the Johns Landing Masterplan alignment to be evaluated to maximize the potential benefits and minimize adverse impacts in the Johns Landing area. The Willamette Shore Line was recommended because it would provide higher reliability and faster travel times, and could be used for \$75 million (2007 dollars) in local match. This alignment received a high level of public support from Lake Oswego residents. The SW Macadam Avenue alignment was selected because it was the preferred alignment of LOPAC, could leverage the most potential transit supportive development and would avoid proximity impacts of the Willamette Shore Line alignment. This alignment received a high level of public support from residents and businesses in Johns Landing.
- **Terminus.** The Steering Committee recommended two Lake Oswego full-length terminus options, the Albertsons and Safeway sites. A Temporary Johns Landing Terminus option was included as an interim step to a full length project. A Permanent Johns Landing Terminus option was added by the November 19, 2007 amendment.
- **Trail.** A continuous, safe bike and pedestrian trail between Lake Oswego and Portland's South Waterfront area received tremendous community support. However, as currently designed, high

capital costs make trail implementation difficult. Additional refinement is needed to determine how to advance the trail either separately or with the transit alternatives. Other refinement issues include identification of funding sources, determination of lead agency, additional design work, development of a trail segment phasing strategy, evaluation of the potential for use of the Portland and Western railroad bridge and an eastside connection to the Sellwood Bridge and evaluation of outstanding legal questions.

- Work Program Considerations. The Steering Committee Recommendation also includes activities would be initiated by Metro and our project partners in preparation for the DEIS:
  - Initiate the FTA Draft Environmental Impact Statement process.
  - Prepare DEIS scope, budget and schedule.
  - Develop actions or conditions for each participating agency that would help to ensure that the project can meet FTA thresholds with regard to ridership and financing and achieve the important development objectives for the Corridor.
  - Undertake a Johns Landing Refinement Study prior to the start of the DEIS
  - Develop a process to refine trail options in the corridor
  - Continue coordination with the Sellwood Bridge project and ongoing planning activities in South Waterfront
  - Ensure that impacts to residents and property values are minimized
  - Continue to analyze redevelopment opportunities in Johns Landing and Lake Oswego.

## ANALYSIS/INFORMATION

### 1. Known Opposition

- Opposition may be encountered from Johns Landing residents, business interests or LOPAC members that have advocated for removing the Willamette Shore Line from further study in the Johns Landing segment. The LOPAC recommendation would have taken the Willamette Shore Line off the table in favor of a SW Macadam alignment. The Steering Committee felt that the Willamette Shore Line's value as local match, shortest travel times and highest reliability made it too valuable to drop at this early stage of project development. The Macadam alignment is included in the Steering Committee recommendations, however added work is needed to refine the alignment and address operational challenges on SW Macadam. In their November 19 amendment, the Steering Committee called for Metro to undertake a Johns Landing Alignment Refinement Study along with PDOT, ODOT and TriMet prior to the start of the DEIS.
- Dunthorpe opposition could be encountered, although the inclusion of a permanent streetcar terminus alternative in Johns Landing is an option that could end the project north of Dunthorpe. Opposition to the full-length streetcar alternative can be expected.
- Clackamas County and Lake Oswego voted against the November 19 amendment to add a permanent Johns Landing terminus to the Steering Committee recommendation, citing the project's purpose and need to connect Lake Oswego and Portland.

### 2. Legal Antecedents

The proposed action, initiating a DEIS in the Lake Oswego to Portland Corridor would fall under the jurisdiction of the National Environmental Policy Act (NEPA) and would be undertaken in accordance with Federal Transit Administration policies, guidance and rules.



Further, there are several Metro Council resolutions that provide legal antecedents including the following:

**Resolution No. 86-715** For the Purpose of Entering Into an Intergovernmental Agreement and Expending Funds to Preserve the Southern Pacific Right-of-Way (Jefferson Street Branch) Between Portland and Lake Oswego.

**Resolution No. 05-3569** For the Purpose of Confirming Metro Council Representatives to the Eastside and Portland/Lake Oswego Transit Alternatives Analysis Steering Committee and Identifying Other Representative Categories to the Committee.

**Resolution No. 05-3647** For the Purpose of Approving a Consultant Services For the Lake Oswego to Portland Transit Alternatives Analysis.

### **3. Anticipated Effects**

Adoption of the Steering Committee recommendation would define the alternatives to be evaluated in the DEIS and direct staff to prepare a DEIS scope, schedule and budget. Staff would also begin the Johns Landing alignment refinement study and begin to seek funding for the DEIS from FTA and local partner jurisdictions. In addition, work would begin to refine the trail alternatives and find funding sources for trail construction.

### **4. Budget Impacts**

Metro's FY 2008 budget includes the second half of the SAFETEA-LU Streetcar Earmark, and some of those funds can be used for the Lake Oswego to Portland Corridor. This funding should be sufficient for the alignment refinement study in Johns Landing and to prepare for DEIS start-up. Approximately \$5.5 million would be required for the DEIS, based on recent experience with the Portland to Milwaukie Light Rail SDEIS. Metro staff prepared an appropriations request for \$4.0 million in FTA Section 5339 funding for FY 09. The remainder of the DEIS funding would be sought from local partners.

## **RECOMMENDED ACTION**

Approve Resolution No. 07-3887, For The Purpose of Identifying Alternatives to Advance to A Draft Environmental Impact Statement for the Portland to Lake Oswego Corridor Transit Project.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN TRIMET, METRO, CITY OF LAKE OSWEGO, CLACKAMAS COUNTY AND CITY  
OF PORTLAND FOR  
THE PORTLAND LAKE OSWEGO TRANSIT CORRIDOR PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between Tri-County Metropolitan Transportation District, a mass transit district organized under the laws of the State of Oregon, hereinafter referred to as "TriMet," Metropolitan Service District hereinafter referred to as Metro, Clackamas County, hereinafter referred to as "Clackamas", City of Lake Oswego, a municipal corporation of the State of Oregon, hereinafter referred to as "Lake Oswego", and the City of Portland, a municipal corporation of the State of Oregon, hereinafter referred to as "Portland". The parties to this Agreement are collectively known as Project Sponsors.

**RECITALS**

1. The Portland-Lake Oswego Transit Corridor Project ("Project") was authorized in the reauthorization of the Transportation Bill ("SAFETEA-LU") signed into law on August 10, 2005. This Agreement concerns the completion of the Draft Environmental Impact Statement ("DEIS") and Federal Transit Administration ("FTA") approval to enter into and commence preliminary engineering ("PE").
2. The Regional Transportation Plan, adopted by the Metro Council in 2004, called for a corridor refinement plan for evaluation of high capacity transit options for the Lake Oswego to Portland Highway 43 corridor.
3. In 2004, the Joint Policy Advisory Committee on Transportation ("JPACT") and the Metro Council allocated \$1.16 million to study the transit and trail alternatives in the Lake Oswego to Portland Willamette Shore Line Corridor.
4. In 2005, Metro initiated an alternatives analysis consistent with FTA requirements to assess the feasibility of transit and trail alternatives between Lake Oswego and Portland.
5. A wide range of alternatives was evaluated in the alternatives analysis, including No-Build, Bus Rapid Transit with multiple alignments, Streetcar with multiple alignments, River Transit, and accompanying trail alignments.
6. On December 13, 2007, Metro Council adopted the *Lake Oswego to Portland Transit and Trail Alternatives Analysis: Alternatives to Be Advanced into a Draft Environmental Impact Statement and Work Program Considerations*, which is attached hereto as Exhibit A and incorporated by this reference herein, which required that Metro perform further study of the alignment in the John's Landing neighborhood (the Refinement Study").
7. In the reauthorization of SAFETEA-LU signed into law on August 10, 2005, Metro received Streetcar Corridor Funding that has been used to support work on the Portland Lake Oswego Transit Study. Work on the Refinement Study began in December 2008, with a budget of \$471,000. Work on the Refinement Study is to be conducted from December 2008 to June 2009, and will prepare information in support of the DEIS.
8. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, the premises being in general as stated in the foregoing Recitals, which shall be considered a part of the Agreement, it is agreed by and between the parties hereto as follows:

#### **TERMS OF AGREEMENT; PROJECT DESCRIPTION & COSTS**

1. The beginning date of this Agreement is December 1, 2008. The termination date of this Agreement is December 31, 2013. Metro is leading the Refinement Study, which will identify the options that will be formally considered in the DEIS. Once the Refinement Study is completed, TriMet will assume the lead contracting role for the Project, with Metro as lead agency for NEPA work. Metro has received federal funding for the Refinement Study. Local funding has been committed by Portland (\$57,000) and by Lake Oswego (\$57,000). Metro shall comply with all applicable federal laws, regulations, executive orders, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement.
2. This Agreement is subject to a financial assistance agreement between TriMet and the Federal Transit Administration (FTA). TriMet shall comply with all applicable federal laws, regulations, executive orders, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof: (1) the terms and conditions applicable to a "recipient" set forth in the October 1, 2008 FTA Master Agreement between TriMet and the FTA; (2) 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; (3) OMB Circular A-87, Cost Principles Applicable to Grants and Contracts with State and Local Governments; and (4) FTA Circular 5010.1D.
3. Costs incurred after December 1, 2008, which are deemed allowable costs for this Project, will be reimbursed once all parties have signed this Agreement. Metro shall maintain the budget, contracts and reporting for the Refinement Study phase of the project. TriMet shall maintain the budget for the DEIS phase and each additional phase of the Project as determined by the Project Sponsors.
4. Upon Metro's completion of the Refinement Study, TriMet will assume the lead contracting role for the Project, on behalf of the Project Sponsors, beginning with the DEIS. Metro, as lead agency for NEPA work, shall participate, guide and support TriMet on the DEIS. Metro's role as lead agency for NEPA work shall be further defined by an Intergovernmental Agreement (the "DEIS-LPA IGA") between Metro and TriMet. The initial funding is intended to complete the DEIS and receive FTA approval to enter and commence PE for the entire Project. The Project is described in Exhibit B, which is attached hereto and incorporated by this reference herein. The Project Sponsors agree to establish a Steering Committee to establish the policy commitments and a project management group to oversee the preparation of the technical analysis and recommendations.
5. The Portland-Lake Oswego Transit Corridor Project is intended to address the transit access needs for the entire corridor. The process calls for the analysis of options, preparation of the DEIS, selection of the locally preferred alternative, application to the FTA for capital funding, engineering design and construction of the locally preferred alternative. While the Project may be developed in phases, all Project Sponsors are

committed to selecting a solution that best suits the entire corridor and support its consideration as a single project.

6. A combination of funding sources will be used to finance the Project. Funding in the amount of \$465,355 to support the Refinement Study, which will be conducted in 2009, is identified and committed in this Agreement. The Refinement Study will be funded as follows: \$351,355 existing federal streetcar funds from Metro, \$57,000 of local match funds from Portland, and \$57,000 of local match funds from Lake Oswego. Approximately \$21,000 of the local match funds provided by the Portland and Lake Oswego will be used as match for Refinement Study expenses incurred prior to December 1, 2008. Portland and Lake Oswego will pay these local match funds to Metro no later than April 15, 2009. Work on the Refinement Study will be performed by both TriMet and Metro, and will be further described in Amendment No. 3 to the Agreement between TriMet and Metro for Lake Oswego Transit Alternatives Analysis (Metro Contract No. 927168 and TriMet Contract No. GH070180TL). Other than the Refinement Study work described in this Paragraph, no funds will be obligated or expended until the DEIS-LPA IGA is executed between TriMet and Metro.
7. Funding in the amount of \$5,586,000 has been identified to support the DEIS, FTA application and Preliminary Engineering. The Project Sponsors agree to pursue additional grants from the FTA 5339 program for \$4,000,000 toward funding the DEIS and concept design in order to reallocate MTIP and local match toward the completion of the FEIS and engineering design of the Project. The Project Sponsors agree to seek alternative sources of funding in the event the Section 5339 funds are not obtained.
8. Federal sources of funding are proposed and pending approval from Metro and FTA. Federal FY 12-13 regional flexible transportation funding through the Metro allocation process totaling \$4,000,000 will be sought to support the Project, with final Metro approval anticipated by August 2009. Due to the need for program funding for this Project before October 1, 2009, Metro will seek to execute funding commitments to advance \$972,673 of funds to the Project by reprogramming funds from other transportation projects such as Portland's Central Eastside Bridgeheads (Key #13528).

Regional flexible transportation funding of \$1,227,327 is being sought for the DEIS/FTA Application portion of the Project. Funding approved through this process can be obligated beginning October 1, 2009. It is understood that if funds are expended at that time, the reimbursement from these funds would not occur until FY 2012-13. In that case, one of the Project Sponsors in this Agreement will have to advance funding to enable expenditure as scheduled. In that case, the Project Sponsors agree to work in good faith to identify an advance funding source and arrangements for repayment. If no such funding source is identified by August 30, 2009, work on the Project will stop after October 31, 2009 until such funds are identified.

Metro approval of the proposed and pending federal sources of funding set forth in this paragraph is expressly conditioned upon the execution of a mutually satisfactory DEIS-LPA IGA with TriMet.

9. Clackamas County commits \$850,000 to the Project, of which \$220,000 is committed to match funding for the DEIS phase of the project, which will be paid to TriMet no later than April 1, 2009. The remaining \$630,000 will be provided to support the preliminary engineering phase of the project, and will be paid to TriMet no later than March 31, 2010.

10. Lake Oswego commits \$150,000 in support of the Project, as follows: \$57,000 payable to Metro by April 15, 2009 to support the Refinement Study; \$37,000 for the DEIS/FTA Application, which shall be paid to TriMet upon notification from TriMet that full funding for the DEIS/FTA Application phase is secured, with the anticipated payment to be made on November 1, 2009; and \$56,000 for the FEIS and preliminary engineering work, which will be paid to TriMet no later than March 31, 2010. Lake Oswego also agrees to advance \$1,500,000 to TriMet to support the DEIS, which will be provided to TriMet in monthly draws in 2009 based upon verification of expenditures for the DEIS with draws anticipated from April 2009 to September 2009. Lake Oswego's obligation to provide these advance payments is contingent upon TriMet securing a commitment for \$1.8 million in MTIP funding for FY 2012 for preventive maintenance. TriMet agrees to repay \$1,500,000 to Lake Oswego by September 30, 2012. The amount of the repayment shall be \$1,800,000. TriMet's repayment will be in unrestricted general funds subject to the condition that \$1.8 million of MTIP funding in FY 2012 is provided for preventive maintenance. If TriMet fails to make the repayment by September 30, 2012, interest on the outstanding amount owed shall accrue at the rate of 9% per year.
11. Metro agrees that, conditioned upon the execution of a mutually satisfactory DEIS-LPA IGA with TriMet, Metro will request programming of regional flexible transportation funds for FY 2012-13 that support the Lake Oswego Transit Corridor Project totaling \$4,000,000. Funding would be apportioned \$972,673 to City of Portland for street improvements listed in item 13528 of the STP, \$1,227,327 for Portland Lake Oswego Transit Corridor Project, and \$1,800,000 to TriMet for STP funding for preventive maintenance.
12. Portland has identified the sources of funding for the full commitment contained in this agreement through the DEIS process. This includes \$57,000 payable to Metro by April 15, 2009 to support the Refinement Study and \$83,000 (\$23,000 payment and \$60,000 in-kind services) for the DEIS and FTA application as match for MTIP funding of \$1,227,327. The DEIS payment shall be due on November 1, 2009 upon notification from TriMet that the regional flexible transportation funding can be utilized to support the DEIS work. Portland agrees to seek an additional \$860,000 from the Portland City Council in the FY 10-11 budget to support the FEIS and preliminary engineering.
13. The sources of funding for the DEIS, DEIS and FTA Application and FEIS/Preliminary Engineering are attached hereto as Exhibit C, which is incorporated by this reference herein.

#### **TRIMET RESPONSIBILITIES**

1. TriMet shall perform the work and provide the deliverables adopted by the Steering Committee. The description of phases is included in Exhibit B, which is attached hereto and incorporated herein by this reference.
2. TriMet shall perform the work under this Agreement as an independent contractor. TriMet shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work and for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

3. In the event that TriMet believes that the funding set forth in this Agreement is insufficient to complete the work, TriMet shall so notify the other Project Sponsors. In such event, the other Project Sponsors agree to work in good faith in order to authorize sufficient funding to complete the work. If sufficient funding is not promptly forthcoming, TriMet may terminate this Agreement.
4. TriMet shall present progress reports and deliverables, as applicable, to the Project Sponsors once a month.
5. TriMet shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, TriMet shall maintain any other records pertinent to this Agreement in such a manner as to clearly document TriMet's performance. TriMet acknowledges and agrees that Project Sponsors and FTA shall have access to such fiscal records and other books, documents, papers, plans, and writings that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. TriMet also acknowledges and agrees that TriMet shall retain such documents for a period of three years after termination of this Agreement, or such longer period as may be required by applicable law. In the event of, any audit, controversy or litigation arising out of or related to this Agreement, TriMet shall retain such documents until the conclusion thereof. Copies of applicable records shall be made available to Project Sponsors upon request.
6. If TriMet engages a personal services contractor(s) to accomplish any of its work under this Agreement, TriMet shall:
  - a. Provide Project Sponsors with the opportunity to participate in the personal services contractor selection process;
  - b. Select personal services contractor(s) in accordance with TriMet procedures and applicable law, and advise Project Sponsors of TriMet's recommendation;
  - c. Provide a TriMet project manager to:
    - i) be TriMet's principal contact person for the personal services contractor(s) for the Project;
    - ii) monitor and coordinate the work of the personal services contractor(s);
    - iii) review and approve bills and deliverables (work products) produced and submitted by the personal services contractor(s); and
    - iv) advise Project Sponsors regarding payments to the personal services contractor(s).
7. All work products that result from TriMet's agreement(s) with personal service contractor(s) for TriMet's work under this Agreement shall be considered the joint work products of the Project Sponsors. The Project Sponsors intend that such work products be deemed "work made for hire" of which the Project Sponsors shall be jointly deemed the author. If, for any reason, the work products produced by any personal service contractor(s) are not deemed "work made for hire," TriMet agrees to jointly assign rights, title, and interest in and to any and all of the work products to the Project Sponsors, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.

8. TriMet shall ensure that any work products produced pursuant to this Agreement include the following statement:

This Project is partially funded by the Federal Transit Administration.

9. TriMet shall submit two hard copies of all final work products produced in accordance with this Agreement to Project Sponsors.
10. Within 30 days after the termination date of this Agreement, TriMet shall provide Project Sponsors with a completion report. The report must contain:
  - a. A summary of qualified costs incurred for the Project, including reimbursable costs and matching amount;
  - b. The intended location of records (which may be subject to audit); and
  - c. A list of final deliverables.
11. Without limiting the generality of the foregoing, TriMet expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Sections V and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS.659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
12. All employers, including TriMet, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. TriMet shall require each of its contractors to comply with these requirements.

### **METRO RESPONSIBILITIES**

1. Metro shall perform the work and provide the deliverables for the Refinement Study, as set forth in the attached Exhibit B, which is incorporated herein by this reference.
2. Metro shall perform the work under this Agreement as an independent contractor. Metro shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work and for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.
3. In the event that Metro believes that the funding set forth in this Agreement is insufficient to complete the work, Metro shall so notify the other Project Sponsors. In such event, the Project Sponsors agree to work in good faith in order to authorize sufficient funding to complete the work. If sufficient funding is not promptly forthcoming, Metro may terminate this Agreement.
4. Metro shall present progress reports and deliverables, as applicable, to the Project Sponsors once a month.

5. Metro shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Metro shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Metro's performance. Metro acknowledges and agrees that Project Sponsors and FTA shall have access to such fiscal records and other books, documents, papers, plans, and writings that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. Metro also acknowledges and agrees that Metro shall retain such documents for a period of three years after termination of this agreement, or such longer period as may be required by applicable law. In the event of, any audit, controversy or litigation arising out of or related to this agreement, Metro shall retain such documents until the conclusion thereof. Copies of applicable records shall be made available to Project Sponsors upon request.
6. If Metro engages a personal services contractor(s) to accomplish any of its work under this Agreement, Metro shall:
  - a. Provide Project Sponsors with the opportunity to participate in the personal services contractor selection process;
  - b. Select personal services contractor(s) in accordance with Metro procedures and applicable law, and advise Project Sponsors of Metro's recommendation;
  - c. Provide a Metro project manager to:
    - i) be Metro's principal contact person for the personal services contractor(s) for the Project;
    - ii) monitor and coordinate the work of the personal services contractor(s);
    - iii) review and approve bills and deliverables (work products) produced and submitted by the personal services contractor(s); and
    - iv) advise Project Sponsors regarding payments to the personal services contractor(s).
7. All work products that result from Metro's agreement(s) with personal service contractor(s) for its work under this Agreement shall be considered the joint work products of the Project Sponsors. The Project Sponsors intend that such work products be deemed "work made for hire" of which the Project Sponsors shall be jointly deemed the author. If, for any reason, the work products produced by any personal service contractor(s) are not deemed "work made for hire," Metro agrees to jointly assign rights, title, and interest in and to any and all of the work products to the Project Sponsors, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
8. Metro shall ensure that any work products produced pursuant to this Agreement include the following statement:

This Project is partially funded by the Federal Transit Administration.
9. Metro shall submit two hard copies of all final work products produced in accordance with this Agreement to Project Sponsors.
10. Within 30 days after the termination date of this Agreement, Metro shall provide Project Sponsors with a completion report. The report must contain:



- a. A summary of qualified costs incurred for the Project, including reimbursable costs and matching amount;
  - b. The intended location of records (which may be subject to audit); and
  - c. A list of final deliverables.
11. Without limiting the generality of the foregoing, Metro expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Sections V and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS.659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
12. All employers, including Metro, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Metro shall require each of its contractors to comply with these requirements.

### **GENERAL PROVISIONS**

- 1. Budget modifications and major adjustments from the work described in Exhibit B must, as applicable, be processed as written amendments to this Agreement signed by all Project Sponsors and as written amendments to any personal services contract(s).
- 2. This Agreement may be terminated by mutual written consent of all parties.
- 3. Metro may terminate this Agreement effective upon delivery of written notice to Project Sponsors, or at such later date as may be established by Metro, under, but not limited to, any of the conditions set forth in this Paragraph.

TriMet may terminate this Agreement effective upon delivery of written notice to Project Sponsors, or at such later date as may be established by TriMet under, but not limited to, any of the following conditions:

- a. Failing to timely receive financial commitments from Project Sponsors as specified in this Agreement.
- b. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or either Metro or TriMet is prohibited from paying for such work from the planned funding source.
- c. If TriMet or Metro fails to receive appropriations, limitations or other expenditure authority sufficient to allow TriMet or Metro, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this agreement.
- d. TriMet has performed its obligations under Paragraph 3 of TriMet Responsibilities, above, and the parties are unable to obtain sufficient funding to complete the work.
- e. Metro has performed its obligations under Paragraph 3 of Metro Responsibilities, above, and the parties are unable to obtain sufficient funding to complete the work.

Any termination of this agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

4. In the event of litigation by or against a third party or parties related to this Agreement or the work or work products created hereunder, the Project Sponsors agree to work in good faith to establish a fair allocation of costs to be shared associated with such litigation, including but not limited to attorney fees and expert witness fees.
5. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to each Project Sponsor at the address or number set forth below, or to such other addresses or numbers as any party may hereafter indicate by giving notice in accordance with this Paragraph. Any communication or notice so addressed and mailed is considered to have been delivered five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine and confirmed by telephone notice to the Project Sponsor representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
6. All communications between the parties regarding this agreement shall be directed to the parties' respective Project Sponsor representatives as indicated below:

TriMet – Joe Recker  
710 NE Holladay Street  
Portland, OR 97232  
Phone (503) 962-2893

Metro – Ross Roberts  
600 N.E. Grand Avenue  
Portland OR 97232  
Phone (503) 797-1752

Lake Oswego – Brant Williams  
380 A Avenue  
P.O. Box 369  
Lake Oswego, OR 97024  
Phone (503) 635-6138

Clackamas County – Elissa Gertler  
Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045  
Phone (503) 742-5900

Portland – Paul Smith  
1120 S.W. Fifth Avenue, #800  
Portland, OR 97204  
Phone (503) 823 7736

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to any jurisdiction's conflict of law principles, rules or doctrines. Any claim, action, suit or proceeding (collectively, "Claim") between any Project Sponsors that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon or the United States District Court for the District of Oregon in Portland, Oregon, as applicable. In no event shall this section be construed as a waiver by any the parties of any form of defense or immunity from any claim or from the jurisdiction of any court.
8. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any party unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The

failure of any party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

IN WITNESS WHEREOF, the parties hereto have set their hands and their seals as of the day and year hereinafter written.

**Clackamas County**

**Lake Oswego**

By: \_\_\_\_\_  
Lynn Peterson, Chair  
Clackamas County Commission

By: \_\_\_\_\_  
Jack Hoffman  
Mayor

**Metro**

By: \_\_\_\_\_  
Michael Jordan  
Chief Operating Officer

**City of Portland**

**TriMet**

By: \_\_\_\_\_  
Sam Adams  
Mayor

By: \_\_\_\_\_  
Fred Hansen  
General Manager

By: \_\_\_\_\_  
Gary Blackmer  
City Auditor

**APPROVED AS TO FORM FOR CITY OF PORTLAND:**

**APPROVED AS TO FORM FOR TRIMET:**

By: \_\_\_\_\_  
Mark Moline  
Deputy City Attorney

By: \_\_\_\_\_  
Lance Erz  
Assistant General Counsel

## Exhibit A

Please see Exhibit A to Resolution No. 09-4040A

**Portland to Lake Oswego Transit and Trail Alternatives Analysis**  
**Project Description**  
**Exhibit B**

The Portland to Lake Oswego Transit and Trails Alternatives Analysis is intended to identify the feasibility of a federally eligible project for improving access in the Highway 43/Willamette Shore Corridor connecting Lake Oswego to Portland.

Metro has conducted the alternatives analysis to date and will continue to lead the refinement analysis, Draft Environmental Impact Statement and selection of the Locally Preferred Alternative.

TriMet will serve as the contracting agency commencing with the Draft Environmental Impact Statement. Lake Oswego, Portland and Clackamas County will participate in the Steering Committee with TriMet, metro and the Portland Streetcar, Inc. (operator of the current streetcar in Portland) to conduct the analysis and participate in the implementation of the locally preferred alternative.

The project intends to seek federal support through the Federal Transit Administration capital grants program. TriMet will be the grant recipient.

The project will be conducted in phases based upon selection of alternatives. Funding has been identified for the initial phases of the analysis. The agreement includes provisions that allow for conducting the engineering and construction of the locally preferred alternative. Funding for subsequent phases can only be identified once the LPA is selected.

The following phases have funding identified in the agreement:

**Refinement:** Metro has received \$351,355 in Streetcar Corridor Funding money from FTA which has been matched by \$57,000 from the City of Portland and \$57,000 from Lake Oswego. The purpose of the refinement study is prepare alternatives for the Draft Environmental Impact Statement (DEIS). The refinement will also address the role of the trail considerations in the DEIS.

**Draft Environmental Impact Statement:** Metro will serve as lead and TriMet will serve as contracting agency for the conduct of the DEIS and selection of the Locally Preferred Alternative (LPA). A combination of MTIP, Lake Oswego loan to TriMet and match from Clackamas County will fund this effort which is scheduled to be published in March 2010.

**Final Environmental Impact Statement and FTA Application:** The Final Environmental Impact Statement and submittal of the grant application to FTA would be prepared in this phase based upon the selection of the LPA. Partial funding for this phase would come from MTIP and match provided by the City of Portland.

**Preliminary Engineering:** With approval from FTA to proceed with preliminary engineering, TriMet would authorize design work to begin on the LPA. Partial funding for this phase has been identified which includes a request for FTA Section 5339 funding, City of Portland, Clackamas County and Lake Oswego funds.

**Portland Lake Oswego Transit Corridor  
Cost of Phases**

**EXHIBIT C**

<b>METRO CONTRACTING</b>	
<b>Refinement Study</b>	<b>Dec 08-Apr 09</b>
Corridor Funding	\$351,355
City of Portland	\$57,000
Lake Oswego	\$57,000
<b>Total</b>	<b>\$465,355</b>

<b>TRIMET CONTRACTING</b>	
<b>DEIS</b>	<b>Apr-Nov 09</b>
MTIP	\$2,472,673
COP Swap 13528	\$272,779
COP Swap 13528	\$699,894
Lake Oswego Advance Pmt	\$1,500,000
Clackamas	\$220,000
<b>Total</b>	<b>\$2,692,673</b>

<b>DEIS Publication</b>	<b>Nov 09-Mar 10</b>
MTIP	\$1,227,327
Lake Oswego	\$37,000
City of Portland	\$83,000
<b>Total</b>	<b>\$1,347,327</b>

<b>FTA Application/FEIS/PE</b>	<b>Mar-Dec 10</b>
City of Portland	\$860,000 *
Clackamas	\$630,000
Lake Oswego	\$56,000
	<b>\$1,546,000</b>

5339 Funding                      \$4,000,000    **Requested**

Total Funding Committed to TriMet                      \$5,586,000

TriMet pays Lake Oswego in 2012                      \$1,800,000

<b>2009 MTIP Recommendation</b>		
Lake Oswego Transit	\$1,227,327	
TriMet (STP Funding)	\$1,800,000	
City of Portland	\$972,673	\$4,000,000

\* Contingent upon Portland City Council approval  
in the FY10-11 budget.

**PORTLAND TO LAKE OSWEGO TRANSIT CORRIDOR  
DRAFT ENVIRONMENTAL IMPACT STATEMENT – LOCALLY PREFERRED ALTERNATIVE  
INTERGOVERNMENTAL SERVICES AGREEMENT**

**TriMet Intergovernmental Agreement No. \_\_\_\_\_**

This Intergovernmental Agreement (this “Agreement”) is between the **Tri-County Metropolitan Transportation District of Oregon** (“TriMet”) and **Metro** (“Metro”), collectively referred to as the “Parties.”

**ARTICLE I - RECITALS**

1. TriMet is a mass transit district organized under the laws of the State of Oregon as codified in ORS Chapter 267.
2. Metro is an Oregon metropolitan service district organized under the laws of the state of Oregon and the Metro Charter.
3. The Portland to Lake Oswego Transit Corridor Project (“Project”) proposes improvements to existing transit service by extending the streetcar on the Willamette Shoreline right of way, Macadam Avenue or parts of both, or by enhancing bus service. The alternatives analysis phase of the Project was completed in December 2007 when the Metro Council considered which alternatives should advance into a Draft Environmental Impact Statement (“DEIS”). On December 13, 2007, the Metro Council approved options to advance for further study that include enhanced bus, streetcar, and no-build alternatives as well as recommendations on actions to advance a bicycle and pedestrian trail in the corridor; work tasks related to refining streetcar alignments through Johns Landing; and steps to secure funding for the environmental analysis.
4. In the reauthorization of SAFETEA-LU signed into law on August 10, 2005, Metro received Streetcar Corridor Funding that has been used to support work on the Project. Work on the Refinement Study began in December 2008, with a budget of \$465,355. The Refinement Study is to be conducted from December 2008 to June 2009, and will prepare information in support of the DEIS.
5. TriMet, Metro, the City of Lake Oswego, Clackamas County, and the City of Portland have entered into an intergovernmental agreement that defines roles and responsibilities for the Project and for the completion of the DEIS and Federal Transit Administration (“FTA”) approval to enter into and commence PE. In accordance with that agreement, upon Metro’s completion of the Refinement Study, TriMet will assume the lead contracting role for the Project beginning with the DEIS. Metro will assume the lead National Environmental Policy Act (“NEPA”) role for the Project (“NEPA Work”).
6. TriMet has agreed to contract with Metro for services related to preparation and publishing of a DEIS that will refine and evaluate the transportation effectiveness and environmental impacts of the options approved for advanced study and result in a Locally Preferred Alternative (“LPA”) to be advanced into the Final Environmental Impact Statement (“FEIS”) under the provisions of NEPA. The Parties desire to enter into this Agreement to define Metro’s role as lead agency for NEPA Work on the Project and to document each Party’s understanding related to the services to be performed under this Agreement. The NEPA

Work to be performed by Metro is described in Exhibit A, which is attached hereto and incorporated by this reference herein

7. The Project is, or will be, subject to budgetary limitations imposed by the U.S. Department of Transportation, FTA, and local financing agreements.

## **ARTICLE II – TERM**

The term of this Agreement will be from April 1, 2009 through June 30, 2010, unless terminated sooner or extended under the provisions of this Agreement.

## **ARTICLE III – TRIMET OBLIGATIONS**

- A. Except as otherwise provided herein, TriMet shall retain responsibility as the grantee for any Federal funding appropriated for this Project.
- B. TriMet will have the authority to initiate the work tasks set forth herein in Exhibit A by giving Metro a written task order and Notice To Proceed with the tasks. TriMet's task orders must be consistent with Exhibit A. TriMet shall not control the methods for the services requested from Metro under this Agreement.
- C. The general work scope of the tasks to be ordered by TriMet and performed by Metro is established in Exhibit A. If necessary, TriMet will work with Metro to develop a more specific scope of work prior to issuing each written task order and Notice to Proceed. TriMet must provide Metro with written notice 60 days prior to the scheduled start date of each task set forth in Exhibit A if TriMet intends to delay or eliminate the initiation of a work task.
- D. TriMet agrees to pay for the services requested at the rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. Any modifications to the services set forth in Exhibit A or payment for those services will be effective only if made by a written amendment to this Agreement signed by both Parties.

## **ARTICLE IV – METRO OBLIGATIONS**

- A. Upon issuance of a Notice to Proceed and a written task order from TriMet, Metro agrees to designate the staff members necessary to complete the tasks identified in Exhibit A in a timely manner.
- B. Metro agrees to use its best efforts to assist TriMet in maintaining the Project schedule, and will work with TriMet to develop a more specific scope of work for each task order issued by TriMet.
- C. Metro shall deliver the specific work products for each task identified in Exhibit A, and shall not exceed the costs budgeted for each task set forth in Exhibit A without prior written approval from TriMet.
- D. The Metro Project Manager shall exercise good faith efforts to manage the Metro services within the budget specified in this Agreement. In the event that Metro believes that its work on any particular task will exceed the authorized budget, it shall promptly inform TriMet of this belief and work with TriMet to develop a strategy to complete the task on budget.



## ARTICLE V – COMPENSATION AND PAYMENT

- A. Compensation. Metro's compensation for services to be provided under this Agreement must not exceed ONE MILLION, TWO HUNDRED FORTY-NINE THOUSAND, EIGHT HUNDRED AND FORTY AND 00/100 DOLLARS (\$1,249,840.00) without prior written authorization of TriMet. This amount is based upon the Staffing Plan, staff rates and services identified in Exhibit B attached hereto and incorporated herein by this reference. In the event Metro anticipates that it will exceed this maximum amount, it shall promptly inform TriMet of this belief and work with TriMet to develop a strategy to complete the work task on budget or identify and allocate more funding to pay to complete the work tasks. If Metro cannot complete the work task on budget, and no funds are identified and allocated as set forth above, Metro may terminate this Agreement, effective upon delivery of written notice. The Parties recognize that funding for this Project is constrained and agree to use their best efforts to minimize costs consistent with the timely completion of the required tasks.
- B. Method of Payment. Subject to the requirements set forth elsewhere in this Agreement, TriMet agrees to pay for the services performed by Metro, and for the Material and Services costs described in Exhibit B.
- C. Invoices. Metro shall submit invoices detailed with reasonable particularity regarding work performed to TriMet monthly for reimbursable costs incurred since the previous invoice. TriMet shall pay Metro the balance due within thirty (30) days of receipt of a proper invoice. Financial reports accompanying requests for reimbursement must be in accordance with FTA requirements. TriMet shall review records for suitability and provide assistance as necessary to ensure compliance with FTA requirements. Invoices must be supported by current time sheets, supporting documentation for direct costs included in the invoice, and a summary of activities performed for each month, or any other documentation reasonably required by TriMet. Invoices must be itemized by task as set forth in Exhibit A. The Project Managers shall review the invoices against the project budget to provide real time cost tracking and budget management. All invoices shall be submitted to TriMet's Finance Department at the following address:

TriMet Finance Department  
Attn: Accounts Payable  
4012 SE 17th Avenue  
Portland, OR 97202

Metro shall not invoice overtime to TriMet unless TriMet's Project Manager has specifically authorized overtime in advance of the work.

- D. Budget Reports. Metro agrees to provide to TriMet's Project Manager and the Project Manager Consultant (Shiels Oblatz Johnsen) regular budget reports within 21 days of the end of each calendar month. Such reports will outline expenditures incurred during the previous month, total costs to date and a projection of costs through the end of the term of this Agreement. In the event expenditures in a given month exceed the budget or are projected to exceed the maximum amount authorized under this Agreement or subsequent task orders, Metro will work with TriMet's Project Manager and the Project Manager Consultant on adjustments necessary to maintain compliance with the approved budget.

## **ARTICLE VI - PROJECT MANAGEMENT**

- A. TriMet designates Joe Recker as its Project Manager and Metro designates Bridget Wieghart as its Project Manager. Project Managers are responsible for coordinating all aspects of their respective work scopes for the Project and all the respective employees assigned to the Project. The Project Managers: 1) shall ensure the Project and the tasks related thereto are completed expeditiously and economically; 2) shall be the contact persons through whom TriMet and Metro officially communicate; and 3) have the authority to make decisions and resolve disputes related to the Project. In the event a disagreement or dispute occurs between the Project Managers, they shall refer it to TriMet's Executive Director for Capital Projects and Metro's Planning and Development Director for resolution.

## **ARTICLE VII - GENERAL PROVISIONS**

- A. **Liability.** TriMet shall hold harmless and indemnify Metro and its officers, agents, and employees against any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim arising out of TriMet's work under this Agreement within the maximum liability limits set forth under the Oregon Tort Claims Act. Metro shall hold harmless and indemnify TriMet and its officers, agents, and employees against any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim arising out of Metro's work under this Agreement within the maximum liability limits under the Oregon Tort Claims Act.
- B. **Interest of Members of Congress.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
- C. **Interest of Public Officials.** No member, officer, or employee of Metro or TriMet during his or her tenure or for one (1) year thereafter will have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- D. **Disadvantaged Business Enterprise.** In connection with the performance of this Agreement, Metro will cooperate with TriMet and use its best efforts to ensure disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work under this Agreement.
- E. **Equal Employment Opportunity.** In connection with the execution of this Agreement, neither Metro nor TriMet will discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or natural origin. Such actions include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; raise or pay or other forms of compensation; or selection for training, including apprenticeship.
- F. **Termination for Convenience.** Metro or TriMet may terminate this Agreement in whole or in part at any time by providing sixty (60) days written notice to the other party. In the event of such termination, TriMet shall pay Metro's costs incurred prior to the date of termination, including any costs necessarily incurred by Metro in terminating its work or the work of others under contract to Metro. Metro shall promptly submit its termination claim to TriMet. If Metro has any property in its possession belonging to TriMet, Metro shall account for it and dispose of it in the manner TriMet directs.

- G. Termination for Default. If Metro fails to perform in the manner called for in this Agreement, or if Metro fails to comply with any other provisions of this Agreement, TriMet may terminate this Agreement for default. Termination will be effected by serving a notice of termination on Metro setting forth the manner in which Metro is in default. Metro will be paid only the Agreement price for services performed in accordance with the manner of performance set forth in this Agreement.

If it is later determined by TriMet that Metro had an excusable reason for not performing, such as a strike, fire, flood, or events that are not the fault of, or are beyond the control of Metro, TriMet may establish a new performance schedule and allow Metro to continue work, or treat the termination as a termination for convenience.

- H. Termination by Mutual Agreement. TriMet and Metro, by mutual agreement, may terminate this Agreement at any time and for any reason.
- I. Maintenance of Records. Metro shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Metro shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Metro's performance. Metro acknowledges and agrees that TriMet and FTA shall have access to such fiscal records and other books, documents, papers, plans, and writings that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. Metro also acknowledges and agrees that it shall retain such documents for a period of three years after termination of this Agreement, or such longer period as may be required by applicable law. In the event of, any audit, controversy or litigation arising out of or related to this Agreement, Metro shall retain such documents until the conclusion thereof. J. Audit and Inspection of Records. Metro shall permit the authorized representatives of TriMet, the United States Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of Metro relating to its performance under this Agreement. TriMet shall be responsible for all auditing costs.
- K. Documents. All records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models that are prepared or developed in connection with this Agreement will become public property. All design drawings and documents prepared by Metro staff under this Agreement will be the property of TriMet. Nothing herein will prevent Metro from retaining original design drawings and providing reproducible copies to TriMet.
- L. Relationship of Parties. Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee, or contractor of one Party shall be deemed to be an employee, agent or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture, or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- M. No Third-Party Beneficiary. Except as set forth herein, this Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this Agreement gives or will be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless such third parties are expressly described as intended to be beneficiaries of its terms.
- N. Compliance with Laws. The Parties shall comply with all Federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, to the extent applicable, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530, and 279C.580, which are hereby incorporated in their entirety by reference.

Without limiting the generality of the foregoing, the Parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of Federal and state civil rights and rehabilitation statutes, rules, and regulations.

- O. Oregon Law, Dispute Resolution and Forum. This Agreement is to be construed according to the laws of the State of Oregon. TriMet and Metro shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within fourteen (14) calendar days, the Parties are free to pursue any legal remedies that may be available. Any litigation between Metro and TriMet arising under this Agreement or out of work performed under this Agreement will occur, if in the state courts, in the Multnomah County Circuit Court, and if in the Federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.
- P. Assignment. Neither TriMet nor Metro may assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other.
- Q. Interpretation of Agreement. This Agreement will not be construed for or against any Party by reason of authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and may not be used in constructing or interpreting this Agreement.
- R. Entire Agreement; Modification; Waiver. This Agreement and attached Exhibits constitute the entire agreement between the Parties on the subject matter hereof and supersede all prior or contemporaneous written or oral understandings, representations, or communications of every kind. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No course of dealing between the Parties and no usage of trade will be relevant to supplement any term used in this Agreement. No waiver, consent, modification, or change of terms of this Agreement will bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement will not constitute a waiver by a Party of that or any other provision.
- S. Severability/Survivability. If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless will remain in full force and effect and the illegal or unenforceable provision will be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.

**METRO**

**TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT  
OF OREGON**

By: \_\_\_\_\_  
Michael Jordan, Chief Operating Officer

By: \_\_\_\_\_  
Neil McFarlane, Executive Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Approved as to form:**

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Metro Attorney

**Approved as to form:**

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TriMet Legal Department

**PORTLAND TO LAKE OSWEGO TRANSIT CORRIDOR  
DRAFT ENVIRONMENTAL IMPACT STATEMENT – LOCALLY PREFERRED ALTERNATIVE  
INTERGOVERNMENTAL SERVICES AGREEMENT**

**Exhibit A**

**Task 1. Preparation of the Draft Environmental Impact Statement (DEIS):** Metro will provide a lead role and support the Project Manager through the preparation of the DEIS. Metro will provide strategic advice regarding the environmental process; coordinate with the Federal Transit Administration (FTA) reviews and approvals; provide transportation modeling products required for the environmental process; coordinate the public information process; and provide quality assurance and quality control (QA/QC) through the preparation of the DEIS.

**Timeframe:** April 1, 2009 through October 31, 2009

**Estimated Cost:** \$578,959

**Task 2. DEIS Publication, Public Outreach and Initiation of the New Starts Application:** Metro will provide review and QA/QC for the environmental analysis and publication of the DEIS; provide strategic advice, coordination and participation through the public outreach supporting the DEIS; provide coordination with FTA review and approvals; and provide transportation modeling support in preparation of the New Starts submittal to FTA.

**Timeframe:** November 1, 2009 through March 31, 2010

**Estimated Cost:** \$432,913

**Task 3. Public Comment Period, Locally Preferred Alternative (LPA) Adoption Process and New Starts Submittal:** Metro will provide support during the public comment period after the publication of the DEIS; provide support and participate in the LPA adoption process; and provide support for the New Starts submittal to FTA to enter preliminary engineering.

**Timeframe:** April 1, 2010 through June 30, 2010

**Estimated Cost:** \$237,968

**Total: \$1,249,840**

**PORTLAND TO LAKE OSWEGO TRANSIT CORRIDOR  
DRAFT ENVIRONMENTAL IMPACT STATEMENT – LOCALLY PREFERRED ALTERNATIVE  
INTERGOVERNMENTAL SERVICES AGREEMENT**

**Exhibit B**

**Staffing Plan and Budget**

The following staffing plan and budget details an estimate of Metro's expenditures in support of the DEIS for the Portland to Lake Oswego Transit Corridor Draft Environmental Impact Statement – Locally Preferred Alternative Project ("Project"):

Staffing Plan and Billing Rates

	Estimated	Hourly Billing Rates	
Task / Job Classification	FTE	Minimum	Maximum
Policy and Project Management - FTA and Council Liaison			
Policy Advisor II	0.0125	\$125.61	\$182.15
Director	0.0125	\$125.61	\$182.15
Deputy Director	0.1250	\$114.19	\$165.59
Transit Project Manager II	0.3750	\$94.38	\$136.85
Alternative development, NEPA review, document preparation			
Principal Transportation Planner	1.1625	\$65.27	\$87.37
Senior Transportation Planner	1.1625	\$62.21	\$83.22
Graphics/GIS production			
Associate Transportation Planner	0.6250	\$53.77	\$71.93
Transportation Research & Modeling			
Manager II	0.0600	\$86.85	\$123.36
Manager I	0.3125	\$78.96	\$112.14
Principal Transportation Modeler	0.1900	\$65.27	\$87.37
Senior Transportation Modeler	1.1200	\$62.21	\$83.22
Senior Transportation Planner	1.3750	\$62.21	\$83.22
Public Involvement and Outreach			
Manager I	0.3100	\$78.96	\$112.14
Associate Public Involvement Specialist	1.2475	\$48.74	\$65.27
Administration			
Senior Management Analyst	0.1625	\$53.77	\$71.93
Administrative Specialist II	1.0000	\$32.97	\$44.06

Project Budget

Professional and Technical	\$ 1,189,840.00
Materials and Services*	\$ 60,000.00
<b>Total Agreement</b>	<b>\$ 1,249,840.00</b>

\*Materials and Services include, but are not limited to, printing, travel (FTA meetings), and public outreach expenses (public outreach expenses may include modest refreshments; such refreshments will include only non-alcoholic beverages and light snacks).



## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 09-4040A, FOR THE PURPOSE OF AUTHORIZING THE CHIEF OPERATING OFFICER TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS ESTABLISHING THE ROLES, RESPONSIBILITIES, AND FUNDING FOR THE JOHNS LANDING REFINEMENT STUDY AND DRAFT ENVIRONMENTAL IMPACT STATEMENT FOR THE LAKE OSWEGO TO PORTLAND TRANSIT PROJECT

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Date: March 18, 2009

Prepared by: Ross Roberts, 503.797.1752  
Bridget Wiegart 503.797.1775  
Jamie Snook 503.797.1751

## BACKGROUND

### Previous Council Actions

The Lake Oswego to Portland Transit and Trail Alternatives Analysis was initiated in July 2005 by Metro and the cities of Lake Oswego and Portland, Clackamas and Multnomah Counties, TriMet and the Oregon Department of Transportation (ODOT). The project was funded by Federal Transit Administration (FTA) grants and local matching funds. The alternatives analysis was identified in the 2004 Metro Regional Transportation Plan (RTP) as a priority for the development of high capacity transit as way to improve mobility in the highly congested and constrained corridor. The Lake Oswego to Portland Transit Corridor *Draft Environmental Impact Statement* (DEIS) follows this two and half year transit and trail alternatives analysis process.

On December 13, 2007, the Metro Council approved alternatives to advance for further study in an environmental analysis. The alternatives included enhanced bus, streetcar and no-build alternatives as well as recommendations on actions to advance a bicycle and pedestrian trail in the corridor; work tasks related to refining streetcar alignments through Johns Landing; and steps to secure funding for the environmental analysis. The following actions have been taken pursuant to the Metro resolution:

- On April 16, 2008 the FTA published a *Notice of Intent to Prepare a Draft Environmental Impact Statement* for the project in the *Federal Register*. This action put the project under the umbrella of the National Environmental Policy Act (NEPA), and ensured that the work done in the Alternatives Analysis to narrow alternatives would be part of the NEPA documentation for the project.
- Metro and our project partners initiated the Johns Landing Refinement Study in December 2008. The purpose of the study is to refine and potentially narrow the streetcar alignments through the Johns Landing neighborhood. Potential new streetcar alignments are being developed to avoid impacts created by the proximity of the Willamette Shore Line (WSL) right-of-way to residences in a portion of the Johns Landing neighborhood. The technical design and cost estimating work is anticipated to be completed by June 2009, prior to the start of the DEIS.
- The Lake Oswego to Portland Trail Refinement Study began in March 2009 and is estimated to be completed in April 2009. The trail refinement study will fall into three main tasks: 1) a technical evaluation of alignment options; 2) stakeholder involvement; and 3) an action plan/next steps to move the trail forward including phasing and funding sources.

- Additionally, prior to the start of the Lake Oswego to Portland Transit Project (Project) DEIS, the City of Lake Oswego has expressed a desire to narrow the range of terminus options in Lake Oswego. This work will be completed by June 2009 to support the DEIS.

The Lake Oswego to Portland Transit Project (Project) DEIS is a multi-jurisdictional effort to bring high quality transit service to the Lake Oswego to Portland transportation corridor. TriMet, Metro, the cities of Lake Oswego and Portland, Multnomah and Clackamas counties, ODOT and Portland Streetcar, Inc. (PSI) (the Project Partners) are working together in the development of federally-required environmental analyses and reports, preliminary engineering and public outreach associated with the project.

### **Current Context for Expediting the Project**

Metro had planned and budgeted for the Lake Oswego to Portland Transit Project to move forward as the regions next transit priority after the Portland to Milwaukie Light Rail Project and the Columbia River Crossing Project, as a Metro-led project Metro's staff were programmed to start work on the Lake Oswego to Portland DEIS after they completed the Portland to Milwaukie Light Rail Project *Final Environmental Impact Statement* (FEIS), approximately nine months from now.

Given anticipated changes to FTA's funding programs and the possibility of a new category of funding to build streetcar projects that would be separate and distinct from the existing New Starts and Small Starts programs, it became apparent to some of our project partners that the project could benefit from these funds if a DEIS and Locally Preferred Alternative could be completed about the same time as the new surface transportation bill is passed by Congress, projected to be around the end of calendar 2009. The need to expedite the project and the workload of TriMet and Metro staff from the Milwaukie LRT and Columbia Crossing project FEIS documents meant that a new model of project delivery needed to be developed that relies more heavily on the private sector. Project consultants will be expected to shoulder a greater burden in the overall process of preparing the environmental documentation for the Project.

Within this streamlined process, the consultant team will report to, and be coordinated by an independent Project Manager. TriMet, as the procuring agency, will retain primary responsibility for contract compliance between TriMet and the selected contractors. Metro will have substantive involvement in the overall environmental review process as the lead agency for such work in the Portland Region. However, Metro's primary roles will be to: a) provide overall strategic advice to the Project Team regarding the environmental process; b) work with TriMet in coordinating FTA reviews and approvals; c) provide all transportation modeling products required for the Project; d) coordinate the public information process for the project; and e) provide quality assurance and quality control (QA/QC) for the work performed by the environmental consultants.

Through this Intergovernmental Agreement between the Project Partners they have agreed on a project structure meant to support the multi-jurisdictional nature of the project and a commitment to expedite the process for preparation of environmental documentation and funding approvals for the project in order to capture potential, near-term funding opportunities.

### **ANALYSIS/INFORMATION**

Typically during this phase of the project, Metro would have the role as contracting agency and a greater portion of the work would be done in-house. With this agreement, the Project Partners have agreed to both start the project earlier than originally scheduled and allow for contractors to perform more of the work. Additionally, TriMet would act as the contracting agency and the Project Management role would be outsourced to contractors. Metro would provide a leadership role in overall strategy for the environmental analysis and public outreach, coordination with FTA and quality control and quality assurance. Metro would allocate about half of the staff then would be typical.

Metro has a number of strong interests that our staff will work to forward through this process:

- Metro has a strong interest in developing a project that meets all appropriate FTA funding program requirements and which maintains Metro's successful 25-year working relationship with the FTA;
- Metro has a strong interest in being positioned to pursue High Capacity transit according to the 30-year plan to be adopted in summer 2009. Implementation of the plan will rely heavily on strong relationships with FTA and local jurisdictions.
- Metro has strong interests in the regional, multi-jurisdictional nature of this project that would connect the Portland Central City to the Lake Oswego Town Center as designated in the Region 2040 Growth Concept;
- Metro has a strong interest in attaining the substantial regional benefits that could occur with this project including creation of a continuous high quality pedestrian and bicycle trail through the corridor, improved transit travel time and reliability, improved transit operating efficiency and reduced operating costs, and realization of the substantial economic development potential in Johns Landing and downtown Lake Oswego.
- Metro will complete specific work program elements as set forth in Exhibit B of this resolution, and will provide direction to the Project to ensure the following; a) that all FTA program requirements are met and that Metro's successful relationship and partnership with FTA is maintained; b) that all requirements of the NEPA are met by providing strategic advice and providing quality assurance and quality control (QA/QC) services to the Project ; c) that FTA funding and environmental reviews and approvals are obtained by working closely with TriMet; d) that all transportation modeling products required for the Project are of high quality and are produced in a timely manner in compliance with FTA requirements; and e) that the public involvement process for the project is open, transparent and complies with all applicable FTA requirements.

At the conclusion of the process, after receiving recommendations from the other Project Partners, Metro Council will hold a formal public hearing and select a Locally Preferred Alternative (LPA).

### **Legal Antecedents**

The proposed action, initiating a DEIS in the Lake Oswego to Portland Corridor would fall under the jurisdiction of the National Environmental Policy Act (NEPA) and would be undertaken in accordance with FTA policies, guidance and rules. Furthermore, there are several Metro Council resolutions that provide legal antecedents including the following:

**Resolution No. 86-715** For the Purpose of Entering Into an Intergovernmental Agreement and Expending Funds to Preserve the Southern Pacific Right-of-Way (Jefferson Street Branch) Between Portland and Lake Oswego.

**Resolution No. 05-3569** For the Purpose of Confirming Metro Council Representatives to the Eastside and Portland/Lake Oswego Transit Alternatives Analysis Steering Committee and Identifying Other Representative Categories to the Committee.

**Resolution No. 05-3647** For the Purpose of Approving a Consultant Services For the Lake Oswego to Portland Transit Alternatives Analysis.

**Resolution No. 07-3887A** For the Purpose of Identifying Alternatives to Advance into a Draft Environmental Impact Statement for the Portland to Lake Oswego Corridor Transit Project.

**Budget Impacts**

The Project Partners have agreed to allocate \$465,355, through the five-party IGA, directly to Metro to complete the Johns Landing Refinement Study. The five party IGA also includes proposed Project Funding Plan of \$5,586,000 to pay for the DEIS process, the selection of the LPA, and the FTA application process needed to begin Preliminary Engineering. However, the \$5,586,000 is conditioned upon the allocation of Federal fiscal year 2012-13 regional flexible transportation funds through the Metro allocation process.

The DEIS-LPA Services IGA includes \$1,249,840 to be allocated to Metro to complete the DEIS and provide professional services as described above.

In addition to the these two IGAs, the Project Partners have also agreed to pursue an additional \$4,000,000 in federal funding to pay for Preliminary Engineering and continue the Project development process.

**RECOMMENDED ACTION**

The recommended action for the Metro council is to approve Resolution 09-4040, For The Purpose of Authorizing the Chief Operating Officer to Enter in to Intergovernmental Agreements Establishing the Roles, Responsibilities, and Funding for the Johns Landing Refinement Study and Draft Environmental Impact Statement providing for the entry by Metro into the following intergovernmental agreements:

- Approval of the Intergovernmental Agreement between TriMet, Metro, City of Lake Oswego, Clackamas County and City of Portland for the Portland Lake Oswego Transit Corridor Project, as agreed to by Project Partners, to allow the project to move forward with the completion of the Lake Oswego to Portland Transit Project completion of the Draft Environmental Impact Statement (DEIS) and the Federal Transit Administration (FTA) approval to enter into and commence preliminary engineering (PE).
- Approval of the Portland to Lake Oswego Transit Corridor Draft Environmental Impact Statement – Locally Preferred Alternative Intergovernmental Services Agreement outlining the agreement between TriMet and Metro regarding funding for Metro to assist with the DEIS, provide transportation modeling, coordinate with FTA, coordinate the public information process, and provide quality assurance and quality control (QA/QC) for the duration between April 1, 2009 and June 30, 2010.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE	)	RESOLUTION NO. 09-4040
CHIEF OPERATING OFFICER TO ENTER INTO	)	
INTERGOVERNMENTAL AGREEMENTS	)	Introduced by Councilor Robert Liberty and
ESTABLISHING THE ROLES,	)	Councilor Carlotta Collette
RESPONSIBILITIES, AND FUNDING FOR THE	)	
JOHNS LANDING REFINEMENT STUDY AND	)	
DRAFT ENVIRONMENTAL IMPACT	)	
STATEMENT FOR THE LAKE OSWEGO TO	)	
PORTLAND TRANSIT PROJECT	)	

WHEREAS, the 2040 Growth Concept, adopted by Metro Council in 1996, sets forth a land use plan for the region which focuses growth in activity centers connected by high quality transit connections;

WHEREAS, the Regional Transportation Plan, adopted by the Metro Council in 2004, called for a corridor refinement plan for evaluation of high capacity transit options for the Lake Oswego to Portland Highway 43 corridor;

WHEREAS, in 2005, Metro initiated an alternatives analysis consistent with Federal Transit Administration ("FTA") requirements to assess the feasibility of transit and trail alternatives between Lake Oswego and Portland;

WHEREAS, on December 13, 2007, via Resolution 07-3887A, attached as Exhibit A, Metro Council adopted the *Lake Oswego to Portland Transit and Trail Alternatives Analysis: Alternatives to Be Advanced into a Draft Environmental Impact Statement and Work Program Considerations*, approving options to advance for further study, including enhanced bus, streetcar, and no-build alternatives as well as recommendations on actions to advance a bicycle and pedestrian trail in the corridor and work tasks relating to refining streetcar alignments through Johns Landing (the "Johns Landing Refinement Study");

WHEREAS, on April 16, 2008, the Federal Transit Administration published in the *Federal Register* a Notice of Intent to Prepare a Draft Environmental Impact Statement for the Lake Oswego to Portland Transit Corridor;

WHEREAS, in December 2008, Metro began work on the Johns Landing Refinement Study, Lake Oswego Terminus Refinement Study and the Lake Oswego to Portland Trail Refinement Study requested by Metro Council, which will be completed in June 2009, and which will prepare information in support of the Draft Environmental Impact Statement ("DEIS");

WHEREAS, Metro, TriMet, City of Lake Oswego, Clackamas County and the City of Portland (the "Project Partners") propose a \$5,586,000 Project funding plan to pay for the DEIS process, the selection of the Locally Preferred Alternative, and the FTA application process needed to begin Preliminary Engineering, and have also agreed to pursue an additional \$4,000,000 in federal funding to pay for Preliminary Engineering and continue the Project development process;

WHEREAS, the Project Partners have proposed a unique management structure and funding plan for the Project which incorporates the multi-jurisdictional nature of the Project and includes a commitment to expedite the Project in order to take full advantage of potential near-term federal funding opportunities;

WHEREAS, the five-party IGA attached hereto as Exhibit B (the “Project IGA”) governing the preparation of the Project’s DEIS proposes a departure from the ‘typical’ process for environmental analysis and conceptual design for transit infrastructure projects in the Portland Metropolitan Region, in that TriMet will serve as Project lead contractor and will agree to pay \$1,249,840 to Metro for DEIS services;

WHEREAS, the Project IGA allocates \$465,355 directly to Metro to complete the Johns Landing Refinement Study, followed by a funding plan to provide \$1,249,840, for the Project DEIS, conditioned upon the allocation of Federal fiscal year 2012-13 regional flexible transportation funds through the Metro allocation process;

WHEREAS, an additional Intergovernmental Agreement between TriMet, as the Project lead contractor, and Metro as NEPA lead, is proposed to govern Metro’s provision of DEIS services and TriMet’s payment of \$1,249,840 for those services, attached hereto as Exhibit C (the “DEIS-LPA Services IGA”);

WHEREAS, the DEIS-LPA Service IGA calls for Metro to provide a “lead role and support” Project lead contractor TriMet through the provision of professional services during the DEIS process, through the FTA application process needed to begin Preliminary Engineering, and by providing environmental analysis, public outreach, FTA coordination, transportation modeling, and quality assurance and quality control (the “DEIS-LPA Metro Workplan Elements”);

WHEREAS, Metro Council recognizes and has a strong interest in the regional, multi-jurisdictional nature of this project that would connect the Portland Central City to the Lake Oswego Town Center as designated in the Region 2040 Growth Concept;

WHEREAS, Metro Council has a strong interest in developing a project that meets all appropriate FTA funding program requirements and which maintains Metro’s successful 25-year working relationship with the FTA;

WHEREAS, Metro Council will soon adopt a High Capacity Transit plan which will rely on continued regional cooperation and a strong relationship with FTA given current or future FTA requirements;

WHEREAS, Metro Council has a strong interest in attaining the substantial regional benefits that could occur with this project, including: improved transit travel time and reliability, improved transit operating efficiency and reduced operating costs, realization of the substantial economic development potential in Johns Landing and downtown Lake Oswego, and providing for the future creation of a continuous high quality pedestrian and bicycle trail connecting Portland to Lake Oswego;

WHEREAS Metro Council will select the Locally Preferred Alternative by vote at the conclusion of a formal public hearing on the DEIS after receiving recommendations from the Project Partners; now therefore:

BE IT RESOLVED, the Metro Council authorizes the Chief Operating Officer to enter into the “Intergovernmental Agreement between TriMet, Metro, City of Lake Oswego, Clackamas County and City of Portland for the Portland Lake Oswego Transit Corridor Project,” attached as Exhibit B, establishing the roles, responsibilities, and funding for the Johns Landing Refinement Study and Draft Environmental Impact Statement for the Project;

BE IT FURTHER RESOLVED, that Metro Council authorizes the Metro Chief Operating Officer to enter into the "Portland to Lake Oswego Transit Corridor Environmental Impact Statement – Locally Preferred Alternative Intergovernmental Service Agreement," attached as Exhibit C, to provide a lead role and support to the Project in preparing the DEIS, transportation modeling, FTA coordination, public involvement process coordination, and quality assurance and quality control (QA/QC) between April 1, 2009 and June 30, 2010;

BE IT FURTHER RESOLVED, that Metro will complete the DEIS Metro Work Program Elements as set forth in Exhibit C of this resolution, and will provide a lead role and support to the creation of a regional project with regional benefits and will ensure the following;

a) that all Federal Transit Administration funding program requirements are met and that Metro's successful relationship and partnership with FTA is maintained;

b) that all requirements of the National Environmental Policy Act are met by providing strategic advice and providing quality assurance and quality control (QA/QC) services to the Project;

c) that Federal Transit Administration funding and environmental reviews and approvals are obtained by working closely with TriMet;

d) that all transportation modeling products required for the Project are of high quality and are in compliance with FTA requirements; and

e) that the public involvement process for the project is open, transparent and complies with all applicable FTA and NEPA requirements;

BE IT RESOLVED, that Metro will participate in the project committees, including but not limited to the technical advisory committee, the Project Management Group and the Project Steering Committee, and hold a formal public hearing at the conclusion of the DEIS process to adopt the Locally Preferred Alternative.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

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David Bragdon, Council President

Approved as to Form:

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Daniel B. Cooper, Metro Attorney

## BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF IDENTIFYING	)	RESOLUTION NO. 07-3887A
ALTERNATIVES TO ADVANCE INTO A	)	
DRAFT ENVIRONMENTAL IMPACT	)	
STATEMENT FOR THE PORTLAND TO LAKE	)	
OSWEGO CORRIDOR TRANSIT PROJECT	)	Introduced by Councilor Rex Burkholder
	)	

WHEREAS, in 1988 a consortium of seven government agencies purchased the Willamette Shore Line right-of-way for the purpose of preserving the right of way for future rail transit in the geographically constrained Portland to Lake Oswego Highway 43 corridor; and

WHEREAS, the Willamette Shore Line right-of-way has appreciated significantly in value since its purchase and can be used as local match for federal transit funds, and

WHEREAS, the Regional Transportation Plan, adopted by the Metro Council in 2004 called for a corridor refinement plan for evaluation of high capacity transit options for the Lake Oswego to Portland Highway 43 corridor;

WHEREAS, in 2004 the Joint Policy Advisory Committee on Transportation (JPACT) and the Metro Council allocated \$1.16 million to study the transit and trail alternatives in the Lake Oswego to Portland Willamette Shore Line Corridor; and

WHEREAS, in 2005, Metro initiated an alternatives analysis consistent with Federal Transportation Administration (FTA) requirements to assess the feasibility of transit and trail alternatives between Lake Oswego and Portland; and

WHEREAS, a wide range of alternatives was evaluated in the alternatives analysis that included No-Build, Bus Rapid Transit with multiple alignments, Streetcar with multiple alignments, River Transit, and accompanying trail alignments; and

WHEREAS, the alternatives analysis confirmed that highway widening in the Highway 43 corridor is infeasible and costly, and that reversible lanes are not warranted, and

WHEREAS, ridership and cost information was developed in the alternatives analysis that evaluated an extension of the proposed Milwaukie light rail line to the Albertsons terminus on an alignment parallel to the Portland and Western Railroad; and

WHEREAS, an extensive public involvement process was undertaken from July 2005 to the present that included testimony before and after every meeting of the Lake Oswego to Portland Project Advisory Committee (LOPAC), community design workshops, open houses, small group meetings, neighborhood group meetings, individual property owner meetings, a bus rider survey, newsletters, and targeted mailings, resulting in over 1,200 direct citizen contacts; and

WHEREAS, on July 16, 2007, a public hearing was held by the Steering Committee and public comments were received on the *Lake Oswego to Portland Transit and Trail Alternatives Analysis Evaluation Summary Public Review Draft*; and



WHEREAS, on July 31, 2007, the Lake Oswego to Portland Project Advisory Committee (LOPAC) adopted their recommendation to the Steering Committee regarding transit and trail alternatives to advance for further study in a Draft Environmental Impact Statement; and

WHEREAS, on August 29, 2007 the Lake Oswego to Portland Project Management Group (PMG) adopted their recommendation to the Steering Committee regarding transit and trail alternatives to advance for further study in a Draft Environmental Impact Statement; and

WHEREAS, on September 10, 2007 the Steering Committee, after consideration of LOPAC and PMG recommendations, public input, the *Lake Oswego to Portland Transit and Trail Alternatives Analysis Draft Public Comment Summary* report, and the *Lake Oswego to Portland Transit and Trail Alternatives Analysis Evaluation Summary Public Review Draft* report; adopted the *Steering Committee Recommendations on Alternatives to be Advanced into a Draft Environmental Impact Statement and Work Program Considerations*, attached as Exhibit A; and

WHEREAS, the transit alternatives adopted by the Steering Committee on September 10, 2007 included No-Build, Enhanced Bus and Streetcar, including streetcar alignment alternatives on SW Macadam Avenue, the Willamette Shore Line right-of-way, or combinations of the two that may include all or parts of the Johns Landing Masterplan alignment through Johns Landing, a temporary minimum operable segment terminus in the vicinity of Nevada Street in Johns Landing, the Willamette Shore Line right-of-way from the vicinity of Nevada Street to the existing trolley barn and south to the Albertsons terminus option or west via A and B Avenues to the Safeway terminus option in Lake Oswego; and

WHEREAS, the Lake Oswego to Portland Corridor Project could be the region's next priority for FTA funding, following the Portland Streetcar Loop Project and Milwaukie to Portland Light Rail Project; and

WHEREAS, the bicycle and pedestrian trail element of the alternatives analysis received a high level of public support, and the Steering Committee Recommendation from September 10, 2007 included a recommendation to advance and refine the pedestrian and bicycle trail options in the corridor, including additional design work, cost reduction strategies, potential trail phasing strategies, resolution of legal issues and identification of construction funding sources; and

WHEREAS, on November 19, 2007, the Steering Committee amended their September 10, 2007 recommendation to add a permanent Johns Landing terminus to the alternatives to be advanced, and to initiate a Refinement Study in the Johns Landing area prior to the start of the Draft Environmental Impact Statement, attached as Exhibit A, based on public comment and recommendations from the LOPAC Chair and Vice-chairs, and

WHEREAS, the Lake Oswego City Council, Portland City Council, TriMet Board of Directors, Multnomah County Board of Commissioners and Clackamas County Board of Commissioners submitted letters of support and/or resolutions endorsing the Steering Committee recommendations, attached as Exhibit B, and

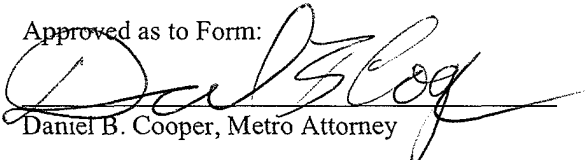
WHEREAS, the Metro Council has considered previous public comments, public testimony at this hearing, and public agency endorsements of the Steering Committee Recommendation as amended November 19, 2007; now therefore

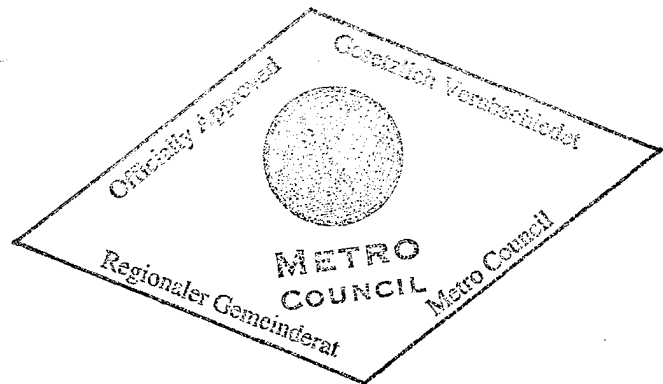
BE IT RESOLVED, that the Metro Council adopts the *Lake Oswego to Portland Transit and Trail Alternatives Analysis Alternatives to be Advanced into a Draft Environmental Impact Statement and Work Program 19, Considerations* dated December 13, 2007, attached as Exhibit A.

ADOPTED by the Metro Council this 13<sup>th</sup> day of December 2007.

  
David Bragdon, Council President

Approved as to Form:

  
Daniel B. Cooper, Metro Attorney



# **Lake Oswego to Portland Transit and Trail Alternatives Analysis**

## **Metro Council Action**

Alternatives to be Advanced into a  
Draft Environmental Impact Statement and  
Work Program Considerations

**Adopted December 13, 2007**



**METRO**



# Metro Council Action

## *Alternatives to Advance into a Draft Environmental Impact Statement Adopted December 13, 2007*

### I. OVERVIEW

This document presents the Metro Council adoption of alternatives to be advanced into a Draft Environmental Impact Statement (DEIS) for the Lake Oswego to Portland corridor. The transit alternatives and their accompanying trail components have been fully evaluated against the project's purpose and need and goals and objectives, and this evaluation is documented in the Lake Oswego to Portland Transit and Trail Alternatives Analysis Evaluation Summary Public Review Draft dated July 12, 2007. The Metro Council action considers recommendations from the Transit Alternatives Analysis Steering Committee dated November 19, 2007, the Lake Oswego to Portland Project Advisory Committee (LOPAC) dated July 31, 2007, the findings of the Project Management Group dated September 3, 2007, public input received during the two public open houses held on June 27 and 28, 2007, a public hearing before the Steering Committee held on July 16, 2007, testimony before the Council on December 13, 2007 as well as all other comments received as described in the Public Comment Summary dated September 10, 2007 and updated to include public comments through December 13, 2007.

This action by the Metro Council selects transit mode, terminus of the transit project and specific alignments to be studied in a Draft Environmental Impact Statement. In addition, a strategy is presented for further development of a trail connection in the corridor. The **mode** section presents findings and recommendations regarding the No-Build, Bus Rapid Transit (BRT) and Streetcar alternatives. The **terminus** section presents findings and recommendations about the three terminus options including the Trolley, Safeway and Albertsons termini sites. The **alignment** section describes findings and recommendations for the three potential streetcar alignments within the Johns Landing area; the Willamette Shore Line right of way, SW Macadam Avenue and the Johns Landing Master Plan alignment.

### II. FINDINGS

#### **Context**

The Lake Oswego to Portland corridor is environmentally, topographically and physically constrained. Future roadway expansion is not anticipated and previous planning studies have concluded that a high capacity transit improvement is needed to provide additional capacity. In 1988, a consortium of seven government agencies purchased the Willamette Shore Line right of way connecting Lake Oswego to Portland for the purpose of preserving the rail right of way for future rail transit service. The 2004 Regional Transportation Plan (RTP) identified the need for a corridor refinement plan for a high capacity transit option for this corridor, which was the genesis of this alternatives analysis.

Existing and future traffic conditions in this corridor are projected to worsen as population and employment projections for Portland, Lake Oswego and areas south of Lake Oswego in Clackamas County continue to grow. The corridor already experiences long traffic queues, poor levels of service and significant capacity constraints at key locations. Travel times in the corridor are unreliable due to congestion on Highway 43.

## ***Project Sequencing***

A transit project in the Lake Oswego to Portland Corridor is one of several regional projects that would seek funding through Federal Transit Administration's (FTA) New Starts and Small Starts funding programs. The financial analysis prepared during this alternatives analysis evaluated the sequencing of funding for this project based on current regional commitments. The Milwaukie to Portland Light Rail Project is the region's top priority for FTA New Starts funding following projects currently funded and under construction. The Columbia Crossing Project would also include a New Starts transit component and is proceeding concurrently with the Milwaukie to Portland LRT Project. The Portland Streetcar Loop project is the region's priority project for FTA Small Starts funding.

The Lake Oswego to Portland Corridor Project could be the region's next priority for FTA funding, with construction funding capacity becoming available starting in 2012 and continuing through 2017. In order to fit into the regional sequence of projects, the Metro Council recognizes that the Portland to Lake Oswego Corridor Draft Environmental Impact Statement would need to be initiated in Fall 2008 as the Milwaukie to Portland Light Rail Project Final Environmental Impact Statement nears completion. In the Work Program Considerations section of these Metro Council findings, a number of steps are outlined which would need to be taken prior to the initiation of the DEIS, including preparation of a more detailed schedule that identifies key New Starts milestones and deliverables for the project.

## ***Willamette Shoreline Right of Way***

The Willamette shoreline rail right of way was purchased from the Southern Pacific Railroad in 1988 for \$2 million dollars by a consortium of local governments including Metro, the cities of Lake Oswego and Portland, Clackamas and Multnomah counties, the Oregon Department of Transportation (ODOT) and TriMet. Knowing that the Highway 43 corridor is very constrained; the purchase was made with the intent of preserving the corridor for future transit use.

The value of the right-of way has increased dramatically over 20 years. TriMet estimates currently value the right-of-way at \$75 million in 2007 dollars. This value is critical to a transit project that would use the right-of-way because the value of the right of way can be counted as local match for federal funds. A request for New Starts project funding from the Federal Transit Administration would typically be for 60 percent of a project's capital cost leaving 40 percent to be supplied locally. If \$75 million in right of way value were applied as part of local match, the remaining share of local funds required would be significantly reduced.

For the reasons stated above, whether an alternative uses the Willamette Shore Line right –of way is a significant factor in project funding. For the Streetcar alternative, the \$75 million value of the Willamette Shore Line right of way could leverage as much as \$112.5 million in federal funds. Because it would not be using the right of way, the BRT alternative would not be able to leverage value of the right of way as part of its funding plan.

### ***A. Transit Mode: Streetcar***

Streetcar is the transit mode that best meets the project's purpose and need and the goals and objectives for the Lake Oswego to Portland Transit and Trail Alternatives Analysis.

The Metro Council finds that the **Streetcar mode** should advance for further study in a DEIS because:

- Streetcar would have the highest ridership of all the transit alternatives.
- Streetcar travel times would be up to 18 minutes faster between key corridor destinations and would be more reliable than the other transit alternatives. In peak travel periods, the Streetcar would provide faster travel times than autos between downtown and Lake Oswego. Faster travel time and higher reliability is gained through operation of streetcar in exclusive right of way on the Willamette Shore Line.
- Streetcar would have the lowest operating and maintenance costs of any alternative, including the No-Build. This is due to the marginal cost of extending a line that already operates in the corridor, the carrying capacity of the Streetcar vehicles compared to buses and the travel time advantage over BRT and No-Build. The Streetcar also replaces some corridor bus service, which results in a cost savings.
- The Streetcar alternative could leverage up to 3.3 million square feet of total new transit supportive development within three blocks of the proposed alignments.
- Streetcar is compatible with the existing transit system and would operate as an extension of the existing streetcar line that operates between NW 23<sup>rd</sup> Avenue and the South Waterfront.
- The \$75 million of value in the Willamette Shoreline right of way could leverage as much as \$112.5 million in federal funds if the project proceeds as a Federal Transit Administration (FTA) New Starts project.

The Metro Council finds that the **Bus Rapid Transit (BRT) mode** should not advance for further study in a DEIS because:

- It may not be a practical option to achieve the travel time and ridership as modeled in this alternatives analysis. The queue bypass lanes used to bypass congestion at key intersections in the BRT alternative would have to be extended to between 500 and 1,000 feet instead of the 200 feet in the current designs and cost estimates.
- The BRT alternative would include property impacts at the key intersections where transit improvements are constructed. There would be additional property impacts associated with the additional queue jump length required to bypass congestion. This also would include removal of trees within the sidewalk area.
- Initial BRT capital costs were the lowest of all the transit alternatives, however, these do not include the additional costs of the longer queue jump lanes, which would be required.
- The BRT alternative would have the highest operating cost due to the greater number of vehicles required to meet demand, and the fact that the BRT line would require added service, unlike the Streetcar alternative which would replace existing bus service.
- For the entire length of the corridor, BRT travel times are subject to the same delays and congestion as the general traffic in areas where queue jump lanes are not provided, resulting in decreased reliability.
- The BRT alternative would not leverage transit supportive economic development beyond what would be expected with the No-Build alternative.
- The BRT alternative would not leverage the \$75 million value of Willamette Shore Line right of way, which could match federal transit funding of up to \$112.5 million.

The Metro Council finds that an **enhanced bus** alternative should be studied as a more practical option for this constrained corridor. Such an option would avoid the property impacts of the BRT while providing improved service, bus pullouts where possible and better shelters and lighting at stations. Enhanced bus would act as the base case for comparison

to Streetcar alternatives in the DEIS. It would operate in mixed traffic, though this has implications for travel time, reliability and long-term efficiency of the line.

**B. Alignments: Willamette Shore Line and SW Macadam Avenue**

During the alternatives analysis process three alignments were evaluated in the John's Landing area: the Willamette Shore Line right of way, SW Macadam Avenue and the John's Landing Master Plan alignment. The Metro Council recommends that two alignment options be studied further in the John's Landing area north of the Sellwood Bridge: the Willamette Shore Line right of way alignment and the SW Macadam Avenue alignment.

In addition, combinations of the two alignments should be evaluated to maximize the potential benefits and minimize impacts in the John's Landing area. The Metro Council recognizes that alignments, which would avoid or minimize impacts through John's Landing, may need to be developed that are not part of either the Macadam Avenue or Willamette Shoreline alignments. These could include all or portions of the John's Landing Master Plan alignment or other rights of way.

The Metro Council finds that the **Willamette Shore Line right of way alignment** should advance for further study for the following reasons:

- Streetcar on the Willamette Shore Line right of way would yield higher reliability and faster travel times than the other alignments due to the 100% exclusive right of way. In the DEIS, Issues of pedestrian and vehicle safety and proximity to private properties must be considered in the analysis of this alignment..
- The Willamette Shore Line right of way is in public ownership and could potentially be used as local match towards the capital cost of the project. Current estimates value the entire right of way at \$75 million. For the portion north of SW Nevada Street, the value of the right of way is estimated at approximately \$35 million, which could leverage an additional \$58 million in federal funds.
- The Willamette Shore Line Right-of-Way alignment has received public support from Lake Oswego residents because it has faster travel time, better reliability and less impact to Highway 43 traffic operations and safety than an alignment that would use Macadam Avenue in John's Landing.

The Metro Council finds that the **SW Macadam Avenue alignment** should advance for further study for the following reasons:

- The SW Macadam Avenue alignment was the preferred alignment of the LOPAC based on community support, development potential, and the ability to avoid residential impacts of the Willamette Shore Line alignment. The LOPAC emphasized that the alignment should be on SW Macadam Avenue for as much of the length of the route as possible from the South Waterfront to the vicinity of the intersection of SW Macadam Avenue and SW Nevada Street.
- The SW Macadam Avenue alignment would leverage the most potential transit supportive development, approximately 2.2 million square feet of total new development in John's Landing.
- The SW Macadam Avenue alignment would avoid some of the potential property impacts associated with use of the Willamette Shore Line right of way.
- The SW Macadam Avenue alignment has emerged with the most public support from residents and businesses in John's Landing.



- As LOPAC recommended, a bicycle and pedestrian trail could be established along the Willamette Shore Line with the Macadam Avenue alignment. This trail has the potential to reduce conflicts between recreational and commuter user groups on the existing Willamette River Greenway trail by providing a more direct route through Johns Landing.

**Note:** The Metro Council recognizes ODOT's expressed concerns regarding the SW Macadam Avenue alignment option and will ensure that questions related to potential streetcar operations in mixed traffic on SW Macadam Avenue are addressed.

South of the John's Landing area and north of the Trolley Terminus site in Lake Oswego, the Willamette Shore Line right of way was the only alignment to advance to the completion of the alternatives analysis. As part of its design option narrowing decision, Steering Committee eliminated Highway 43 south of John's Landing from consideration as a Streetcar alignment for safety and operational reasons, making the Willamette Shore Line alignment the only option in this segment of the corridor. The *Evaluation Summary Report* contains a description of the alternative and design option narrowing decisions that were made during the alternatives analysis.

### **C. Lake Oswego Full-Length Termini: Albertsons and Safeway**

The Metro Council finds that the Albertsons and Safeway termini should advance into the DEIS. The Trolley terminus should not be advanced into the DEIS. These termini options are preferred because they would serve more population and employment, have higher ridership, disperse park and ride spaces, and have greater potential for transit-supportive development while demonstrating similar traffic impacts.

The Metro Council finds that the **Albertsons terminus should** advance for further study for the following reasons:

- The Albertsons terminus would allow for the possible future extension of Streetcar south to West Linn or Oregon City.
- The Albertsons terminus has strong public support from the residents south of Lake Oswego and citizens within Lake Oswego. In 2006, Lake Oswego's Downtown Transit Alternatives Analysis Committee (DTAAC) recommended the Albertsons terminus site, partly because it would intercept traffic from the south before it reaches the center of downtown.
- The Albertsons terminus could generate substantial transit supportive development in Lake Oswego (0.9 million square feet).

The Metro Council finds that the **Safeway terminus should** advance for further study for the following reasons:

- The Safeway terminus would allow for the possible future extension of Streetcar to the west.
- The Safeway terminus could provide park and ride access west of downtown Lake Oswego, intercepting traffic before it reaches the center of downtown.
- The Safeway site could leverage the most potential transit supportive development (1.1 million square feet in Lake Oswego), as compared to the Albertsons or Trolley terminus options.

- The Safeway site would allow the Streetcar to act as a circulator for trips within downtown Lake Oswego between the Foothills district and the west end of downtown.

The Metro Council acknowledges that an at-grade crossing of streetcar with Highway 43 under the Safeway terminus option would require additional study and coordination with ODOT and the City of Lake Oswego to ensure that a safe and efficient crossing is feasible.

Additionally, the Metro Council acknowledges that it may be necessary to construct a project that would utilize the **Trolley Terminus** as a **temporary interim terminus** while joint development construction plans are finalized at either the Albertsons or Safeway terminus sites.

#### ***D. Temporary Johns Landing Short Terminus - Minimum Operable Segment (MOS)***

If a full-length project cannot be built for financial or other reasons, the FTA allows for Minimum Operable Segments (MOS) to be considered as interim termini for a project. In this corridor, preliminary analysis was done for a MOS for Streetcar that would terminate in the vicinity of Nevada Street in John's Landing on either the Willamette Shore Line right-of-way or the Macadam Avenue alignments. A streetcar terminus in Johns Landing should include enhanced bus service to Lake Oswego as part of the complete alternative. The Metro Council finds that this alternative advance for further study for the following reasons:

- Significant public support was expressed for this option from participants in the process all through the corridor.
- A minimum operable segment (MOS) provides flexibility to initiate a project with available funding while pursuing additional funding to complete the remainder.

#### ***E. Johns Landing Permanent Terminus***

A permanent terminus in Johns Landing was selected by the LOPAC along with a full-length Streetcar alternative as their preferred options to be advanced into the DEIS. The LOPAC preference was that this terminus be paired with the Macadam Avenue alignment; in Johns Landing however this terminus option could be paired with either the Willamette Shoreline or Macadam alignments. A streetcar terminus in Johns Landing should include enhanced bus service to Lake Oswego as part of the complete alternative.. The Metro Council finds that this alternative should be advanced into the DEIS for the following reasons:

- There is strong community support for this option in both Johns Landing and Dunthorpe.
- Analysis of a permanent terminus in addition to a temporary Minimum Operable Segment terminus would allow a full range of choices that could respond to funding constraints, environmental impacts and community preferences.
- This terminus option could maintain the ability to cross a new or reconstructed Sellwood Bridge in the future.

### **III. TRAIL CONSIDERATIONS**

#### ***Context***

As part of the Willamette River Greenway vision, a trail was proposed to run along the Willamette Shore Line right of way from Willamette Park in Portland to downtown Lake Oswego between Highway 43 and the Willamette River. As part of this Alternatives Analysis, the feasibility of a continuous trail between Portland and Lake Oswego was evaluated. Each transit alternative carried with it a complementary trail component. The BRT alternative would have used the Willamette Shore Line right of way for exclusive trail use. The Streetcar alternative, which the Metro Council advances for further study, would require shared use of the Willamette Shoreline between Streetcar and a trail. The discussion below focuses on the trail components that would accompany the Streetcar alignments.

#### ***A. Trail Component***

The bike and pedestrian trail component of this study has received tremendous community support. A trail in the corridor would provide a critical link in the regional transportation system, connecting other regional and local trails. A continuous, safe and level trail component is a desired outcome in this corridor.

However, as currently designed, the trail component may not be practical to build for its entire length because of the high capital costs associated with shifting the Streetcar alignment to accommodate the trail in a tightly constrained right of way and very difficult topography. Because some portions of the trail are more easily implemented than others, and because funding for the entire trail may not be available at one time, the trail may need to be developed in phases.

#### ***B. Trail Component Refinement Next Steps***

The Metro Council finds that a trail component should be advanced for further study. However, additional refinement is needed to determine how to advance the trail and the transit alternatives, either together or separately. The following identifies additional considerations for the trail and next steps:

- Further consideration is required to determine trail project sponsors and potential funding sources. Metro may or may not be the appropriate agency to lead the effort to advance a trail in the corridor.
- Additional design work is needed to identify ways to design and construct a trail in this corridor with lower capital costs and impacts while still accommodating the transit project. The trail design should change and adapt to constraints in the corridor. The width of the trail does not need to be the same for the entire alignment and flexibility will be required with regard to various jurisdictions design standards and requirements.
- Trail phasing should be considered so that the most cost-effective segments could move forward. The additional design work required for the more difficult and expensive portions will take more time and effort.

- Additional study is needed to evaluate the potential for the Portland and Western railroad bridge and an eastside connection to the Sellwood Bridge to provide a useful pedestrian and bike trail connection between Lake Oswego and Portland
- Further study is needed regarding the outstanding legal questions in order to facilitate decisions about the Willamette Shore Line right of way and its use for a trail.

## IV. WORK PROGRAM CONSIDERATIONS

The Metro Council finds that several actions are needed prior to advancing the project into the *Draft Environmental Impact Statement* phase of project development. Because a DEIS for the Lake Oswego to Portland Corridor is not included in Metro's current fiscal year budget, it is recognized that there will be a gap before the DEIS can commence.

1. **The Metro Council finds that the following actions are necessary to advance the project into the *Draft Environmental Impact Statement*:**
  - a. **Metro should work with the FTA to Publish a *Notice of Intent to Prepare a Draft Environmental Impact Statement* in the Federal Register**, and initiate the DEIS Scoping Process. The FTA has recommended that this action be taken immediately. This action would ensure that all of the work completed during the alternatives analysis would be documented under the National Environmental Policy Act (NEPA). Public comment received prior to the Metro Council action on advancing the project into the DEIS phase would also be included as part of the NEPA record. The Scoping phase of a DEIS includes meetings with the public as well as local, state and federal agencies and affected tribal jurisdictions. The dates of the public, agency and tribal meetings would be published along with the notice of intent. The Scoping meetings present proposed alternatives and solicit input on potential additional alternatives that could be included in a DEIS.
  - b. **Metro should prepare a work scope, budget and schedule for the DEIS.** In order to secure funding for a DEIS, a cost estimate is required. The estimate is based on a scope of work and schedule that meet all appropriate FTA and NEPA requirements. This DEIS will need to meet new requirements for public and agency participation covered under Section 6002 of the SAFETEA-LU Act. Metro staff will convene the PMG to discuss and review the scope of work, schedule and budget, including agency roles and responsibilities during the DEIS phase.
  - c. **Metro should work with project partners, through the Project Management Group, to identify and secure funding for the DEIS.** Along with the scope, schedule and budget, Metro will work with project partners to identify potential sources of funding for the DEIS, as well as the next phases of project development, Preliminary Engineering and the Final Environmental Impact Statement. Potential sources of funding include FTA Section 5339 or other funds through the MTIP process, and local jurisdiction, TriMet, or ODOT contributions.

2. **In order to advance the goal of implementing a bicycle and pedestrian trail that connects Portland and Lake Oswego, the Metro Council directs that the following steps be taken:**
  - a. **Metro, with assistance from project partners through the TAC and PMG, should develop a process to undertake the *Trail Refinement Next Steps* listed above.** The result of this process would be to resolve key issues and determine the relationship of the trail and the transit project during the DEIS phase. Of particular importance are:
    - i. Involvement of the public and advocacy groups in improving the trail concept
    - ii. Definition of the lead agency for advancement of a trail
    - iii. Development of an approach to reduce capital costs
    - iv. Analysis of possible phasing of trail segments
    - v. Identification of potential trail capital funding sources
3. **The Metro Council finds that prior to initiation of the DEIS, Metro, with the assistance of the PMG, should develop actions or conditions for each participating agency that would help to ensure that the project can meet FTA thresholds with regard to ridership and financing and achieve the important development objectives for the Corridor.**

These could include:

- a. Development of local funding mechanisms
  - b. Demonstrated progress toward development objectives
  - c. Resolution of technical issues, e.g. ODOT concerns regarding the SW Macadam Avenue alignment
  - d. Threshold criteria for selecting a full-length option over an MOS or vice versa
4. **The Metro Council finds that the following concerns need to be addressed by Metro and its project partners as the project moves forward into a DEIS:**
  - a. The alternative should be constructed in such a manner as to allow coordination with transportation alternatives across the Sellwood Bridge or its replacement.
  - b. Maximize the alternative to establish a safe and attractive transit, pedestrian and bicycle route from Lake Oswego to Portland. Minimize negative impacts to residents and property values.
  - c. The DEIS should include an analysis of the conflicts between use of the corridor as a commuter route and the stated desire of Johns Landing residents for a more pedestrian and retail friendly environment.
  - d. Continue to analyze redevelopment opportunities in Johns Landing and Lake Oswego.
  - e. Strive for closer integration of Johns Landing and South Waterfront urban planning and work to improve pedestrian, bicycle, automobile and streetcar connections.

- 5. The Metro Council finds that the PMG should undertake a Johns Landing Alignment Refinement Study that would precede the start of the DEIS. This study would support the DEIS detailed definition of alternatives and should focus on:**
- a. The operational, design and cost trade-offs between the various alignment options in the Johns Landing segment.
  - b. Financial mechanisms to capture the full value of the Willamette Shore Line so that the current value of the WSL right of way could be used to leverage federal dollars and be applied to a project as local match. These mechanisms could include purchase by adjoining property owners, formation of a local improvement district and/ or a right of way trade that could be counted as local match
  - c. Design solutions through and/or around the most constrained parts of the Willamette Shore Line alignment
  - d. Initial operating concepts for the Streetcar in Macadam Avenue that address ODOT concerns regarding shared traffic operations.
  - e. Refinement of temporary and permanent Johns Landing terminus locations.
  - f. Funding for the refinement study should be equitably shared by the participating agencies.

**RESOLUTION 07-57****A RESOLUTION OF THE LAKE OSWEGO CITY COUNCIL SUPPORTING THE LAKE OSWEGO TO PORTLAND TRANSIT AND TRAIL ALTERNATIVES ANALYSIS STEERING COMMITTEE RECOMMENDATIONS FOR THE DRAFT ENVIRONMENTAL IMPACT STATEMENT STUDY FOR THE HIGHWAY 43 CORRIDOR.**

**WHEREAS**, the Regional Transportation Plan (RTP) designates Highway 43 between Portland and Lake Oswego as a planned frequent bus line and the Willamette Shore Line Rail right of way as a planned/proposed streetcar line; and

**WHEREAS**, in 1988, the City of Lake Oswego, along with six other agencies, purchased the Willamette Shore Line rail right of way for the purpose of preserving the line for future high capacity transit ; and

**WHEREAS**, the City of Lake Oswego has adopted a Transportation System Plan as a component of its Comprehensive Plan that indicates that Hwy. 43 is a congested corridor, and that the Willamette Shore Line right of way should be preserved for future high capacity transit; and

**WHEREAS**, the City of Lake Oswego, along with other regional partners, has through its actions over the past 19 years, supported efforts to encourage future high capacity transit between Lake Oswego and Portland by contracting with the Oregon Electrical Railway Historical Society to operate a seasonal trolley on the Willamette Shore Line right of way in order to preserve its use for future high capacity transit; and

**WHEREAS**, in 2004, the City Council of the City of Lake Oswego appointed a Downtown Transit Alternatives Advisory Committee (DTAAC), consisting of neighborhood, business and transportation representatives, which examined preferred transit options for the City of Lake Oswego; and

**WHEREAS**, in 2005, Metro applied for and attained Metropolitan Transportation Improvement Program funds in order to conduct a Transit and Trail Alternatives Analysis to examine transit and trail options in the Highway 43 Corridor, including the Willamette Shore Line right-of-way, and the City of Lake Oswego contributed funding for a portion of the local match, along with the City of Portland and TriMet; and

**WHEREAS**, an Alternatives Analysis, consistent with Federal Transit Administration requirements, was conducted; and

**WHEREAS**, representatives on the Transit and Trail Steering Committee, consisting of elected and appointed members from the City of Lake Oswego, the City of Portland, Multnomah and Clackamas Counties, TriMet, Metro, Oregon Department of

**BE IT RESOLVED** by the City Council of the City of Lake Oswego:

**Section 3.** The City Council conveys that support for study of the MOS to Nevada Street should not be viewed as support for streetcar to Nevada Street as a project terminus as it would not meet the identified Purpose and Need for the project and would significantly increase the cost of the project.

[illegible]



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Section 4. Effective Date. This Resolution shall take effect upon passage.

Considered and enacted at the meeting of the City Council of the City of Lake Oswego held on the 2nd day of October, 2007.

AYES: Mayor Hammerstad, McPeak, Groznik, Hennagin, Jordan, Johnson


NOES: none

EXCUSED: Turchi

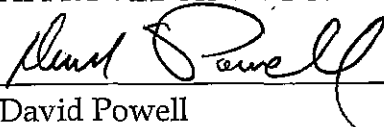
ABSTAIN: none

  
\_\_\_\_\_  
Judie Hammerstad, Mayor

ATTEST:

  
\_\_\_\_\_  
Robyn Christie, City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
David Powell  
City Attorney



**Martha Schrader**  
Chair

**Lynn Peterson**  
Commissioner

**Bill Kennemer**  
Commissioner

**BOARD OF COUNTY COMMISSIONERS**

**PUBLIC SERVICES BUILDING**

**2051 KAEN ROAD | OREGON CITY, OR 97045**

December 7, 2007

David Bragdon, President  
Metro Council  
600 NE Grand Ave.  
Portland, OR 97232-2736

Dear President Bragdon:

The Clackamas County Board of Commissioners has reviewed the Lake Oswego Transit and Trail Alternatives Analysis Steering Committee recommendation to advance alternatives into a Draft Environmental Impact Statement and we support the recommendation of the Steering Committee. While we are supportive of this recommendation, we would like to emphasize several issues.

We agree with the need to continue to study a Streetcar as the preferred mode, especially recognizing the limitations of bus rapid transit. However, we believe it is important to study all modes more thoroughly in the next stage of analysis. Additionally, though we have agreed to further study of a minimum operable segment to Nevada Street, we believe that this would not meet the purpose and need of the project and would add significantly more cost to the project.

Regarding the alignments through the Johns Landing area, we support continued study of both the Willamette Shore Line right of way and SW Macadam Avenue. We recognize and want to maximize the value of the Willamette Shore Line right of way but also realize that a Macadam Avenue alignment could potentially provide a positive tradeoff between benefits and impacts.

While the segment of the corridor that is within unincorporated Clackamas County does not anticipate increased development, there are key development opportunities in the Lake Oswego town center. The county supports further study of both terminus locations in order to better understand the benefits and impacts of both options. Additionally, we are fully supportive of the predevelopment efforts currently underway by the City of Lake Oswego.

Providing a bicycle/pedestrian component is very important to Clackamas County. We recognize the physical constraints involved as well as the possible legal issues of the Willamette Shore Line right of way. We are willing and eager to play a leadership role with Metro, project partners and the public to address the challenges of creating a safe, continuous trail through the corridor at a reasonable cost. We look forward to future opportunities to develop and consider creative options and make recommendations as appropriate.

We thank you for this opportunity to lend our support to this project that will provide new transportation choices in the corridor and beyond, into broader Clackamas County, where our population and employment continue to grow and demand additional transportation capacity.

Sincerely,

Martha Schrader  
Chair

Lynn Peterson  
Commissioner

Bill Kennemer  
Commissioner



## Ted Wheeler, Multnomah County Chair

501 SE Hawthorne Blvd., Suite 600  
Portland, Oregon 97214  
Phone: (503) 988-3308  
Email: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)

November 26, 2007

David Bragdon, President  
Metro Council  
600 NE Grand Avenue  
Portland, OR 97232-2736

Dear President Bragdon:

The Multnomah County Board of Commissioners has reviewed both LOPAC's and the Steering Committee Recommendation for the Lake Oswego to Portland Transit and Trails Alternatives Analysis. This letter will offer alternatives into a Draft Environmental Impact Statement and provide the following recommendation.

After reviewing the Steering Committee Revised Recommendation we agree with the need to continue to study a Streetcar as the preferred mode, especially recognizing the limitations of bus rapid transit. That said, we encourage that a streetcar to Johns Landing and enhanced bus to Lake Oswego be studied as an alternative for this corridor, as well as the Steering Committee's recommendation of studying Streetcar to Lake Oswego as an alternative. Regarding the alignments through the South Waterfront area, we support continued study of the Willamette Shore Line right of way and SW Macadam alignments. We recognize the value of the Willamette Shore Line right of way, but we do not wish to see its value as the driving force, only that it and the SW Macadam Avenue alignments each be given full consideration.

With respect to a terminus in Lake Oswego we believe that a Trolley Terminus be considered while the advantages of the other two locations (Safeway and Albertsons) receive further study. We recognize that there are several advantages that accompany streetcar development. First is the transit demand at the terminus as well as the potential for continuation of the line, and second the potential for economic development that might occur along an alignment. Therefore, consideration of a Trolley Terminus is also important to allow some flexibility before committing to one terminus or the other.

At our briefing we also heard from citizens from unincorporated Multnomah County as well as members of LOPAC and wish to support their recommendation. While their recommendation(s) is included in the Steering Committee's Revised Recommendation, there are some key differences that bear consideration. First, we would like to reiterate our desire to see the SW Macadam alignment studied as per LOPAC's recommendation. Second, while we wish to see the Trolley Terminus as an alternative, we again concur that studying a terminus in Johns Landing should also be reviewed as an alternative with enhanced bus service to south to Lake Oswego.

Providing a bicycle/pedestrian component is very important to Multnomah County. We recognize the physical constraints involved as well as the possible legal issues of the Willamette Shore Line right of way. We encourage establishing a subcommittee to closely review the options and make recommendations as appropriate.

Finally, the effect of any of the alternatives on the environment must be a component of the DEIS. We continued to be concerned about the potential impact any of the alternatives may have on the environment and believe that the preferred alternative be one that also meets key sustainability measures.

Multnomah County supports moving ahead with the DEIS as recommended by both LOPAC and the Steering Committee. We thank you for this opportunity to lend our support.

Sincerely,

A handwritten signature in black ink that reads "TED WHEELER". The signature is written in a cursive, slightly stylized font.

Ted Wheeler  
Multnomah County Chair

TW/rrl



CITY OF

## PORTLAND, OREGON

OFFICE OF PUBLIC UTILITIES

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Metro Council  
600 NE Grand Ave.  
Portland, OR 97232

Honorable President Bragdon and Metro Councilors:

As Commissioner in charge of the Portland Office of Transportation and City of Portland representative in the Lake Oswego to Portland Transit and Trail Alternatives Analysis Steering Committee, I support the Steering Committee recommendations as amended and approved at the November 19<sup>th</sup>, 2007 meeting.

In advancing the Steering Committee's Recommendations, I appreciate the hard work that citizens of Portland and along the corridor put into the project for over two years.

I understand that planning for high capacity transit in this corridor has been a controversial endeavor going back to the master planning efforts of the 1970s. Given this history, the recommendations of the Lake Oswego to Portland Project Advisory Committee and the Steering Committee are important steps toward a workable solution.

Though this study resolved many issues, many questions remained unanswered. I believe this refinement study is the best way to continue to explore options with the community and try to build towards an agreement on the options to be studied as part of the environmental impact study work (EIS).

In advancing this project to the next level of planning, the City of Portland is interested in a process that will lead to solutions that meet the City's and the region's transportation and land use objectives and reflect the needs and aspirations of stakeholders along the corridor.

As such, I am recommending that as part of the refinement study referred to in the Steering Committee's recommendations, the following elements be incorporated:

1. This refinement study is for the area of Johns Landing between South Waterfront and the Sellwood Bridge, and should be conducted with active participation from businesses and residents along the corridor.
2. The refinement study should be consistent and supportive of the NEPA process;
3. The refinement study work should be scoped for and executed so that the end result will be a narrowing of streetcar alignments in the Johns Landing segment to be advanced into the EIS;
4. The refinement study should be conducted concurrently with trail planning, and if that is not possible, the refinement study should consider the impacts on trail development in its alternative selection process;
5. Opportunities and constraints to build a citywide streetcar system should be part of the criteria for alternative selection; and
6. The scope of work and execution of the refinement study should be done in a cooperative effort with the City of Portland, Metro, TriMet, ODOT and the public at large.

Sincerely,

Commissioner Sam Adams



December 11, 2007

Metro Council  
600 NE Grand Avenue  
Portland, OR 97232-2736

Dear President Bragdon:

On behalf of TriMet, I recommend that you adopt the Lake Oswego to Portland Steering Committee Recommendations as amended on November 19, 2007. These recommendations propose a sound range of project alternatives that present the public and decision-makers with sensible choices on how to proceed with transit improvements in the Lake Oswego to Portland Corridor. Each of the alternatives will benefit from the careful analysis of impacts and mitigations that can only take place within the NEPA process.

As the project moves forward, TriMet, Metro and our regional partners will seek to develop creative design solutions that address the community concerns expressed during the alternatives analysis, while maintaining reliable and quick transit options through the corridor. Balancing the regional transportation needs with local impacts will be particularly challenging in this highly constrained corridor.

TriMet also wants to emphasize its belief that the value of the Willamette Shore Line railroad right of way should be preserved as local match for FTA funds and not given up prematurely. Whether the match is created through direct use of the right of way or by separate funding that ensures that the value is captured by other means, capture of the right of way's value will need to be addressed as we advance into the DEIS.

We look forward to working with you on this important project.

Sincerely,

A handwritten signature in blue ink that reads "Fred Hansen".

Fred Hansen  
General Manager

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF IDENTIFYING	)	RESOLUTION NO. 07-3887
ALTERNATIVES TO ADVANCE INTO A	)	
DRAFT ENVIRONMENTAL IMPACT	)	
STATEMENT FOR THE PORTLAND TO LAKE	)	
OSWEGO CORRIDOR TRANSIT PROJECT	)	Introduced by Councilor Rex Burkholder
	)	

WHEREAS, in 1988 a consortium of seven government agencies purchased the Willamette Shore Line right-of-way for the purpose of preserving the right of way for future rail transit in the geographically constrained Portland to Lake Oswego Highway 43 corridor; and

WHEREAS, the Willamette Shore Line right-of-way has appreciated significantly in value since its purchase and can be used as local match for federal transit funds, and

WHEREAS, the Regional Transportation Plan, adopted by the Metro Council in 2004 called for a corridor refinement plan for evaluation of high capacity transit options for the Lake Oswego to Portland Highway 43 corridor;

WHEREAS, in 2005, Metro initiated an alternatives analysis consistent with FTA requirements to assess the feasibility of transit and trail alternatives between Lake Oswego and Portland; and

WHEREAS, a wide range of alternatives was evaluated in the alternatives analysis that included No-Build, Bus Rapid Transit with multiple alignments, Streetcar with multiple alignments, River Transit, and accompanying trail alignments; and

WHEREAS, the alternatives analysis confirmed that highway widening in the Highway 43 corridor is infeasible and costly, and that reversible lanes are not warranted, and

WHEREAS, ridership and cost information was developed in the alternatives analysis that evaluated an extension of the proposed Milwaukie light rail line to the Albertsons terminus on an alignment parallel to the Portland and Western Railroad; and

WHEREAS, an extensive public involvement process was undertaken from July 2005 to the present that included testimony before and after every meeting of the Lake Oswego to Portland Project Advisory Committee (LOPAC), community design workshops, open houses, small group meetings, neighborhood group meetings, individual property owner meetings, a bus rider survey, newsletters, and targeted mailings, resulting in over 1,200 direct citizen contacts; and

WHEREAS, on July 16, 2007, a public hearing was held by the Steering Committee and public comments were received on the *Lake Oswego to Portland Transit and Trail Alternatives Analysis Evaluation Summary Public Review Draft*; and

WHEREAS, on July 31, 2007, the Lake Oswego to Portland Project Advisory Committee (LOPAC) adopted their recommendation to the Steering Committee regarding transit and trail alternatives to advance for further study in a Draft Environmental Impact Statement; and

WHEREAS, on August 29, 2007 the Lake Oswego to Portland Project Management Group (PMG) adopted their recommendation to the Steering Committee regarding transit and trail alternatives to advance for further study in a Draft Environmental Impact Statement; and

WHEREAS, on September 10, 2007 the Steering Committee, after consideration of LOPAC and PMG recommendations, public input, the *Lake Oswego to Portland Transit and Trail Alternatives Analysis Draft Public Comment Summary* report, and the *Lake Oswego to Portland Transit and Trail Alternatives Analysis Evaluation Summary Public Review Draft* report; adopted the *Steering Committee Recommendations on Alternatives to be Advanced into a Draft Environmental Impact Statement and Work Program Considerations*, attached as Exhibit A; and

WHEREAS, the transit alternatives adopted by the Steering Committee on September 10 2007 included No-Build, Enhanced Bus and Streetcar, including streetcar alignment alternatives on SW Macadam Avenue, the Willamette Shore Line right-of-way, or combinations of the two that may include all or parts of the Johns Landing Masterplan alignment through Johns Landing, a temporary minimum operable segment terminus in the vicinity of Nevada Street in Johns Landing, the Willamette Shore Line right-of-way from the vicinity of Nevada Street to the existing trolley barn and south to the Albertsons terminus option or west via A and B Avenues to the Safeway terminus option in Lake Oswego; and

WHEREAS, the Lake Oswego to Portland Corridor Project would be the region's next priority for FTA funding, following the Portland Streetcar Loop Project and Milwaukie to Portland Light Rail Project; and

WHEREAS, the bicycle and pedestrian trail element of the alternatives analysis received a high level of public support, and the Steering Committee Recommendation from September 10, 2007 included a recommendation to advance and refine the pedestrian and bicycle trail options in the corridor, including additional design work, cost reduction strategies, potential trail phasing strategies, resolution of legal issues and identification of construction funding sources; and

WHEREAS, on November 19, 2007, the Steering Committee amended their September 10, 2007 recommendation to add a permanent Johns Landing terminus to the alternatives to be advanced, and to initiate a Refinement Study in the Johns Landing area prior to the start of the Draft Environmental Impact Statement, attached as Exhibit A, based on public comment and recommendations from the LOPAC Chair and Vice-chairs, and

WHEREAS, the Lake Oswego City Council, Portland City Council, TriMet Board of Directors, Multnomah County Board of Commissioners and Clackamas County Board of Commissioners submitted letters of support and/or resolutions endorsing the Steering Committee recommendations, attached as Exhibit B, and

WHEREAS, the Metro Council has considered previous public comments, public testimony at this hearing, and public agency endorsements of the Steering Committee Recommendation as amended November 19, 2007; now therefore

BE IT RESOLVED, that the Metro Council adopts the *Lake Oswego to Portland Transit and Trail Alternatives Analysis Steering Committee Recommendation and Work Program Considerations*, as adopted September 10, 2007 and amended November 19, 2007, attached as Exhibit A.



ADOPTED by the Metro Council this \_\_\_\_ day of December 2007.

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David Bragdon, Council President

Approved as to Form:

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Daniel B. Cooper, Metro Attorney

# **Lake Oswego to Portland Transit and Trail Alternatives Analysis**

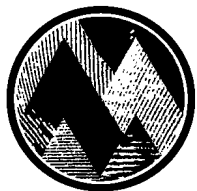
## **Steering Committee Recommendation**

Alternatives to be Advanced into a  
Draft Environmental Impact Statement

Work Program Considerations

*Adopted September 10, 2007*

*Amended November 19, 2007*



**METRO**

# Steering Committee Recommendation

## *Alternatives to Advance into a Draft Environmental Impact Statement*

*Adopted September 10, 2007*

### I. OVERVIEW

This document presents the recommendations of the Steering Committee to the Metro Council for alternatives to be advanced into a *Draft Environmental Impact Statement* for the Lake Oswego to Portland corridor. The transit alternatives and their accompanying trail components have been fully evaluated against the project's purpose and need and goals and objectives, and this evaluation is documented in the *Lake Oswego to Portland Transit and Trail Alternatives Analysis Evaluation Summary Public Review Draft* dated July 12, 2007. The Steering Committee recommendations also consider recommendations from the Lake Oswego to Portland Project Advisory Committee (LOPAC) dated July 31, 2007, the findings of the Project Management Group dated September 3, 2007, public input received during the two public open houses held on June 27 and 28, 2007 and the public hearing held on July 16, 2007 as well as all other comments received as described in the *Public Comment Summary* dated September 10, 2007.

This recommendation discusses transit mode, terminus of the transit project and specific alignments. In addition, a strategy is presented for further development of a trail connection in the corridor. The **mode** section presents findings and recommendations regarding the No-Build, Bus Rapid Transit (BRT) and Streetcar alternatives. The **terminus** section presents findings and recommendations about the three terminus options including the Trolley, Safeway and Albertsons termini sites. The **alignment** section describes findings and recommendations for the three potential streetcar alignments within the John's Landing area; the Willamette Shore Line right of way, SW Macadam Avenue and the John's Landing Master Plan alignment.

### II. FINDINGS AND RECOMMENDATIONS

#### **Context**

The Lake Oswego to Portland corridor is environmentally, topographically and physically constrained. Future roadway expansion is not anticipated and previous planning studies have concluded that a high capacity transit improvement is needed to provide additional capacity. In 1988, a consortium of seven government agencies purchased the Willamette Shore Line right of way connecting Lake Oswego to Portland for the purpose of preserving the rail right of way for future rail transit service. The 2004 Regional Transportation Plan (RTP) identified the need for a corridor refinement plan for a high capacity transit option for this corridor, which was the genesis of this alternatives analysis.

Existing and future traffic conditions in this corridor are projected to worsen as population and employment projections for Portland, Lake Oswego and areas south of Lake Oswego in Clackamas County continue to grow. The corridor already experiences long traffic queues, poor levels of service and significant capacity constraints at key locations. Travel times in the corridor are unreliable due to congestion on Highway 43.

## ***Project Sequencing***

A transit project in the Lake Oswego to Portland Corridor is one of several regional projects that would seek funding through FTA's New Starts and Small Starts funding programs. The financial analysis prepared during this alternatives analysis evaluated the sequencing of funding for this project based on current regional commitments. The Milwaukie to Portland Light Rail Project is the region's top priority for FTA New Starts funding following projects currently funded and under construction. The Columbia Crossing Project would also include a New Starts transit component and is proceeding concurrently with the Milwaukie to Portland LRT Project. The Portland Streetcar Loop project is the region's priority project for FTA Small Starts funding.

The Lake Oswego to Portland Corridor Project would be the region's next priority for FTA funding, with construction funding capacity becoming available starting in 2012 and continuing through 2017. In order to fit into the regional sequence of projects, the Steering Committee recognizes that the Portland to Lake Oswego Corridor Draft Environmental Impact Statement would need to be initiated in Fall 2008 as the Milwaukie to Portland Light Rail Project Final Environmental Impact Statement nears completion. In the Work Program Considerations section of these Steering Committee findings and recommendations, a number of steps are outlined which would need to be taken prior to the initiation of the DEIS, including preparation of a more detailed schedule that identifies key New Starts milestones and deliverables for the project.

## ***Willamette Shoreline Right of Way***

The Willamette shoreline rail right of way was purchased from the Southern Pacific Railroad in 1988 for \$2 million dollars by a consortium of local governments including Metro, the cities of Lake Oswego and Portland, Clackamas and Multnomah counties, the Oregon Department of Transportation (ODOT) and TriMet. Knowing that the Highway 43 corridor is very constrained; the purchase was made with the intent of preserving the corridor for future transit use.

The value of the right-of way has increased dramatically over 20 years. TriMet estimates currently value the right-of-way at \$75 million in 2007 dollars. This value is critical to a transit project that would use the right-of-way because the value of the right of way can be counted as local match for federal funds. A request for New Starts project funding from the Federal Transit Administration would typically be for 60 percent of a project's capital cost leaving 40 percent to be supplied locally. If \$75 million in right of way value were applied as part of local match, the remaining share of local funds required would be significantly reduced.

For the reasons stated above, whether an alternative uses the Willamette Shore Line right-of-way is a significant factor in project funding. For the Streetcar alternative, the \$75 million value of the Willamette Shore Line right of way could leverage as much as \$112.5 million in federal funds. Because it would not be using the right of way, the BRT alternative would not be able to leverage value of the right of way as part of its funding plan.

### ***A. Transit Mode: Streetcar***

Streetcar is the transit mode that best meets the project's purpose and need and the goals and objectives for the Lake Oswego to Portland Transit and Trail Alternatives Analysis.

The Steering Committee recommends that the **Streetcar mode** advance for further study in a Draft Environmental Impact Statement (DEIS) because:

- Streetcar would have the highest ridership of all the transit alternatives.
- Streetcar travel times would be up to 18 minutes faster between key corridor destinations and would be more reliable than the other transit alternatives. In peak travel periods, the Streetcar would provide faster travel times than autos between downtown and Lake Oswego. Faster travel time and higher reliability is gained through operation of streetcar in exclusive right of way on the Willamette Shore Line.
- Streetcar would have the lowest operating and maintenance costs of any alternative, including the No-Build. This is due to the marginal cost of extending a line that already operates in the corridor, the carrying capacity of the Streetcar vehicles compared to buses and the travel time advantage over BRT and No-Build. The Streetcar also replaces some corridor bus service, which results in a cost savings.
- The Streetcar alternative could leverage up to 3.3 million square feet of total new transit supportive development within three blocks of the proposed alignments.
- Streetcar is compatible with the existing transit system and would operate as an extension of the existing streetcar line that operates between NW 23<sup>rd</sup> Avenue and the South Waterfront.
- The \$75 million of value in the Willamette Shoreline right of way could leverage as much as \$112.5 million in federal funds if the project proceeds as a Federal Transit Administration (FTA) New Starts project.

The Steering Committee recommends that the **Bus Rapid Transit (BRT) mode** not advance for further study in a DEIS because:

- It may not be a practical option to achieve the travel time and ridership as modeled in this alternatives analysis. The queue bypass lanes used to bypass congestion at key intersections in the BRT alternative would have to be extended to between 500 and 1,000 feet instead of the 200 feet in the current designs and cost estimates.
- The BRT alternative would include property impacts at the key intersections where transit improvements are constructed. There would be additional property impacts associated with the additional queue jump length required to bypass congestion. This also would include removal of trees within the sidewalk area.
- Initial BRT capital costs were the lowest of all the transit alternatives, however, these do not include the additional costs of the longer queue jump lanes, which would be required.
- The BRT alternative would have the highest operating cost due to the greater number of vehicles required to meet demand, and the fact that the BRT line would require added service, unlike the Streetcar alternative which would replace existing bus service.
- For the entire length of the corridor, BRT travel times are subject to the same delays and congestion as the general traffic in areas where queue jump lanes are not provided, resulting in decreased reliability.
- The BRT alternative would not leverage transit supportive economic development beyond what would be expected with the No-Build alternative.
- The BRT alternative would not leverage the \$75 million value of Willamette Shore Line right of way, which could match federal transit funding of up to \$112.5 million.

The Steering Committee recommends that an **enhanced bus** alternative be studied as a more practical option for this constrained corridor. Such an option would avoid the property impacts of the BRT while providing improved service, bus pullouts where possible and better shelters and lighting at stations. Enhanced bus would act as the base case for comparison

to Streetcar alternatives in the DEIS. It would operate in mixed traffic, though this has implications for travel time, reliability and long-term efficiency of the line.

**B. Alignments: Willamette Shore Line and SW Macadam Avenue**

During the alternatives analysis process three alignments were evaluated in the John's Landing area: the Willamette Shore Line right of way, SW Macadam Avenue and the John's Landing Master Plan alignment. The Steering Committee recommends that two alignment options be studied further in the John's Landing area north of the Sellwood Bridge: the Willamette Shore Line right of way alignment and the SW Macadam Avenue alignment.

In addition, combinations of the two alignments should be evaluated to maximize the potential benefits and minimize impacts in the John's Landing area. The Steering Committee recognizes that alignments, which would avoid or minimize impacts through John's Landing, may need to be developed that are not part of either the Macadam Avenue or Willamette Shoreline alignments. These could include all or portions of the John's Landing Master Plan alignment or other rights of way.

The Steering Committee recommends that the **Willamette Shore Line right of way alignment** advance for further study for the following reasons:

- Streetcar on the Willamette Shore Line right of way would yield higher reliability and faster travel times than the other alignments due to the 100% exclusive right of way. In the DEIS, Issues of pedestrian and vehicle safety and proximity to private properties must be considered in the analysis of this alignment..
- The Willamette Shore Line right of way is in public ownership and could potentially be used as local match towards the capital cost of the project. Current estimates value the entire right of way at \$75 million. For the portion north of SW Nevada Street, the value of the right of way is estimated at approximately \$35 million, which could leverage an additional \$58 million in federal funds.
- The Willamette Shore Line Right-of-Way alignment has received public support from Lake Oswego residents because it has faster travel time, better reliability and less impact to Highway 43 traffic operations and safety than an alignment that would use Macadam Avenue in John's Landing.

The Steering Committee recommends that the **SW Macadam Avenue alignment** advance for further study for the following reasons:

- The SW Macadam Avenue alignment was the preferred alignment of the LOPAC based on community support, development potential, and the ability to avoid residential impacts of the Willamette Shore Line alignment. The LOPAC emphasized that the alignment should be on SW Macadam Avenue for as much of the length of the route as possible from the South Waterfront to the vicinity of the intersection of SW Macadam Avenue and SW Nevada Street.
- The SW Macadam Avenue alignment would leverage the most potential transit supportive development, approximately 2.2 million square feet of total new development in John's Landing.
- The SW Macadam Avenue alignment would avoid some of the potential property impacts associated with use of the Willamette Shore Line right of way.
- The SW Macadam Avenue alignment has emerged with the most public support from residents and businesses in John's Landing.

- As LOPAC recommended, a bicycle and pedestrian trail could be established along the Willamette Shore Line with the Macadam Avenue alignment. This trail has the potential to reduce conflicts between recreational and commuter user groups on the existing Willamette River Greenway trail by providing a more direct route through Johns Landing.

**Note:** The Steering Committee recognizes ODOT's expressed concerns regarding the SW Macadam Avenue alignment option and will ensure that questions related to potential streetcar operations in mixed traffic on SW Macadam Avenue are addressed.

South of the John's Landing area and north of the Trolley Terminus site in Lake Oswego, the Willamette Shore Line right of way was the only alignment to advance to the completion of the alternatives analysis. As part of its design option narrowing decision, The Steering Committee eliminated Highway 43 south of John's Landing from consideration as a Streetcar alignment for safety and operational reasons, making the Willamette Shore Line alignment the only option in this segment of the corridor. The *Evaluation Summary Report* contains a description of the alternative and design option narrowing decisions that were made during the alternatives analysis.

### **C. Lake Oswego Full-Length Termini: Albertsons and Safeway**

The Steering Committee recommends that the Albertsons and Safeway termini should advance into the DEIS. The Trolley terminus should not be advanced into the DEIS. These termini options are preferred because they would serve more population and employment, have higher ridership, disperse park and ride spaces, and have greater potential for transit-supportive development while demonstrating similar traffic impacts.

The Steering Committee recommends that the **Albertsons terminus** advance for further study for the following reasons:

- The Albertsons terminus would allow for the possible future extension of Streetcar south to West Linn or Oregon City.
- The Albertsons terminus has strong public support from the residents south of Lake Oswego and citizens within Lake Oswego. In 2006, Lake Oswego's Downtown Transit Alternatives Analysis Committee (DTAAC) recommended the Albertsons terminus site, partly because it would intercept traffic from the south before it reaches the center of downtown.
- The Albertsons terminus could generate substantial transit supportive development in Lake Oswego (0.9 million square feet).

The Steering Committee recommends that the **Safeway terminus** advance for further study for the following reasons:

- The Safeway terminus would allow for the possible future extension of Streetcar to the west.
- The Safeway terminus could provide park and ride access west of downtown Lake Oswego, intercepting traffic before it reaches the center of downtown.
- The Safeway site could leverage the most potential transit supportive development (1.1 million square feet in Lake Oswego), as compared to the Albertsons or Trolley terminus options.

- The Safeway site would allow the Streetcar to act as a circulator for trips within downtown Lake Oswego between the Foothills district and the west end of downtown.

The Steering Committee acknowledges that an at-grade crossing of streetcar with Highway 43 under the Safeway terminus option would require additional study and coordination with ODOT and the City of Lake Oswego to ensure that a safe and efficient crossing is feasible.

Additionally, the Steering Committee acknowledges that it may be necessary to construct a project that would utilize the **Trolley Terminus** as a **temporary interim terminus** while joint development construction plans are finalized at either the Albertsons or Safeway terminus sites.

#### ***D. Temporary Johns Landing Short Terminus - Minimum Operable Segment (MOS)***

If a full-length project cannot be built for financial or other reasons, the FTA allows for Minimum Operable Segments (MOS) to be considered as interim termini for a project. In this corridor, preliminary analysis was done for a MOS for Streetcar that would terminate in the vicinity of Nevada Street in John's Landing on either the Willamette Shore Line right-of-way or the Macadam Avenue alignments. A streetcar terminus in Johns Landing should include enhanced bus service to Lake Oswego as part of the complete alternative. The Steering Committee recommends that this alternative advance for further study for the following reasons:

- Significant public support was expressed for this option from participants in the process all through the corridor.
- A minimum operable segment (MOS) provides flexibility to initiate a project with available funding while pursuing additional funding to complete the remainder.

#### ***E. Johns Landing Permanent Terminus***

A permanent terminus in Johns Landing was selected by the LOPAC along with a full-length Streetcar alternative as their preferred options to be advanced into the DEIS. The LOPAC preference was that this terminus be paired with the Macadam Avenue alignment; in Johns Landing however this terminus option could be paired with either the Willamette Shoreline or Macadam alignments. A streetcar terminus in Johns Landing should include enhanced bus service to Lake Oswego as part of the complete alternative.. The Steering Committee recommends that this alternative be advanced into the DEIS for the following reasons:

- There is strong community support for this option in both Johns Landing and Dunthorpe.
- Analysis of a permanent terminus in addition to a temporary Minimum Operable Segment terminus would allow a full range of choices that could respond to funding constraints, environmental impacts and community preferences.
- This terminus option could maintain the ability to cross a new or reconstructed Sellwood Bridge in the future.



### **III. TRAIL CONSIDERATIONS**

#### ***Context***

As part of the Willamette River Greenway vision, a trail was proposed to run along the Willamette Shore Line right of way from Willamette Park in Portland to downtown Lake Oswego between Highway 43 and the Willamette River. As part of this Alternatives Analysis, the feasibility of a continuous trail between Portland and Lake Oswego was evaluated. Each transit alternative carried with it a complementary trail component. The BRT alternative would have used the Willamette Shore Line right of way for exclusive trail use. The Streetcar alternative, which the Steering Committee recommends further study, would require shared use of the Willamette Shoreline between Streetcar and a trail. The discussion below focuses on the trail components that would accompany the Streetcar alignments.

#### ***A. Trail Component***

The bike and pedestrian trail component of this study has received tremendous community support. A trail in the corridor would provide a critical link in the regional transportation system, connecting other regional and local trails. A continuous, safe and level trail component is a desired outcome in this corridor.

However, as currently designed, the trail component may not be practical to build for its entire length because of the high capital costs associated with shifting the Streetcar alignment to accommodate the trail in a tightly constrained right of way and very difficult topography. Because some portions of the trail are more easily implemented than others, and because funding for the entire trail may not be available at one time, the trail may need to be developed in phases.

#### ***B. Trail Component Refinement Next Steps***

The Steering Committee recommends that a trail component advance for further study. However, additional refinement is needed to determine how to advance the trail and the transit alternatives, either together or separately. The following identifies additional considerations for the trail and next steps:

- Further consideration is required to determine trail project sponsors and potential funding sources. Metro may or may not be the appropriate agency to lead the effort to advance a trail in the corridor.
- Additional design work is needed to identify ways to design and construct a trail in this corridor with lower capital costs and impacts while still accommodating the transit project. The trail design should change and adapt to constraints in the corridor. The width of the trail does not need to be the same for the entire alignment and flexibility will be required with regard to various jurisdictions design standards and requirements.
- Trail phasing should be considered so that the most cost-effective segments could move forward. The additional design work required for the more difficult and expensive portions will take more time and effort.

- Additional study is needed to evaluate the potential for the Portland and Western railroad bridge and an eastside connection to the Sellwood Bridge to provide a useful pedestrian and bike trail connection between Lake Oswego and Portland
- Further study is needed regarding the outstanding legal questions in order to facilitate decisions about the Willamette Shore Line right of way and its use for a trail.

## IV. WORK PROGRAM CONSIDERATIONS

Several actions are needed prior to advancing the project into the *Draft Environmental Impact Statement* phase of project development. Because a DEIS for the Lake Oswego to Portland Corridor is not included in Metro's current fiscal year budget, it is recognized that there will be a gap before the DEIS can commence.

1. **The following actions are recommended by the Steering Committee to advance the project into the *Draft Environmental Impact Statement*:**
  - a. **Metro should work with the FTA to Publish a Notice of Intent to Prepare a Draft Environmental Impact Statement in the Federal Register**, and initiate the DEIS Scoping Process. The FTA has recommended that this action be taken immediately. This action would ensure that all of the work completed during the alternatives analysis would be documented under the National Environmental Policy Act (NEPA). Public comment received prior to the Metro Council action on advancing the project into the DEIS phase would also be included as part of the NEPA record. The Scoping phase of a DEIS includes meetings with the public as well as local, state and federal agencies and affected tribal jurisdictions. The dates of the public, agency and tribal meetings would be published along with the notice of intent. The Scoping meetings present proposed alternatives and solicit input on potential additional alternatives that could be included in a DEIS.
  - b. **Metro should prepare a work scope, budget and schedule for the DEIS.** In order to secure funding for a DEIS, a cost estimate is required. The estimate is based on a scope of work and schedule that meet all appropriate FTA and NEPA requirements. This DEIS will need to meet new requirements for public and agency participation covered under Section 6002 of the SAFETEA-LU Act. Metro staff will convene the PMG to discuss and review the scope of work, schedule and budget, including agency roles and responsibilities during the DEIS phase.
  - c. **Metro should work with project partners, through the Project Management Group, to identify and secure funding for the DEIS.** Along with the scope, schedule and budget, Metro will work with project partners to identify potential sources of funding for the DEIS, as well as the next phases of project development, Preliminary Engineering and the Final Environmental Impact Statement. Potential sources of funding include FTA Section 5339 or other funds through the MTIP process, and local jurisdiction, TriMet, or ODOT contributions.

2. **In order to advance the goal of implementing a bicycle and pedestrian trail that connects Portland and Lake Oswego, the Steering Committee recommends that the following steps should be taken:**

- a. **Metro, with assistance from project partners through the TAC and PMG, should develop a process to undertake the *Trail Refinement Next Steps* listed above.** The result of this process would be to resolve key issues and determine the relationship of the trail and the transit project during the DEIS phase. Of particular importance are:

- i. Involvement of the public and advocacy groups in improving the trail concept
- ii. Definition of the lead agency for advancement of a trail
- iii. Development of an approach to reduce capital costs
- iv. Analysis of possible phasing of trail segments
- v. Identification of potential trail capital funding sources

3. **Prior to initiation of the DEIS, Metro, with the assistance of the PMG, should develop actions or conditions for each participating agency that would help to ensure that the project can meet FTA thresholds with regard to ridership and financing and achieve the important development objectives for the Corridor.**

These could include:

- a. Development of local funding mechanisms
- b. Demonstrated progress toward development objectives
- c. Resolution of technical issues, e.g. ODOT concerns regarding the SW Macadam Avenue alignment
- d. Threshold criteria for selecting a full-length option over an MOS or vice versa

4. **The following Steering Committee concerns need to be addressed by Metro and its project partners as the project moves forward into a DEIS:**

- a. The alternative should be constructed in such a manner as to allow coordination with transportation alternatives across the Sellwood Bridge or its replacement.
- b. Maximize the alternative to establish a safe and attractive transit, pedestrian and bicycle route from Lake Oswego to Portland. Minimize negative impacts to residents and property values.
- c. The DEIS should include an analysis of the conflicts between use of the corridor as a commuter route and the stated desire of Johns Landing residents for a more pedestrian and retail friendly environment.
- d. Continue to analyze redevelopment opportunities in Johns Landing and Lake Oswego.
- e. Strive for closer integration of Johns Landing and South Waterfront urban planning and work to improve pedestrian, bicycle, automobile and streetcar connections.

- 5. Metro, TriMet, ODOT and the City of Portland should undertake a Johns Landing Alignment Refinement Study that would precede the start of the DEIS. This study would support the DEIS detailed definition of alternatives and should focus on:**
- a. The operational, design and cost trade-offs between the various alignment options in the Johns Landing segment.
  - b. Financial mechanisms to capture the value of the Willamette Shore Line so that the current value of the WSL right of way could be used to leverage federal dollars and be applied to a project as local match. These mechanisms could include purchase by adjoining property owners, formation of a local improvement district and/ or a right of way trade that could be counted as local match
  - c. Design solutions through and/or around the most constrained parts of the Willamette Shore Line alignment
  - d. Initial operating concepts for the Streetcar in Macadam Avenue that address ODOT concerns regarding shared traffic operations.
  - e. Refinement of temporary and permanent Johns Landing terminus locations.

**RESOLUTION 07-57**

**A RESOLUTION OF THE LAKE OSWEGO CITY COUNCIL SUPPORTING THE LAKE OSWEGO TO PORTLAND TRANSIT AND TRAIL ALTERNATIVES ANALYSIS STEERING COMMITTEE RECOMMENDATIONS FOR THE DRAFT ENVIRONMENTAL IMPACT STATEMENT STUDY FOR THE HIGHWAY 43 CORRIDOR.**

**WHEREAS**, the Regional Transportation Plan (RTP) designates Highway 43 between Portland and Lake Oswego as a planned frequent bus line and the Willamette Shore Line Rail right of way as a planned/proposed streetcar line; and

**WHEREAS**, in 1988, the City of Lake Oswego, along with six other agencies, purchased the Willamette Shore Line rail right of way for the purpose of preserving the line for future high capacity transit ; and

**WHEREAS**, the City of Lake Oswego has adopted a Transportation System Plan as a component of its Comprehensive Plan that indicates that Hwy. 43 is a congested corridor, and that the Willamette Shore Line right of way should be preserved for future high capacity transit; and

**WHEREAS**, the City of Lake Oswego, along with other regional partners, has through its actions over the past 19 years, supported efforts to encourage future high capacity transit between Lake Oswego and Portland by contracting with the Oregon Electrical Railway Historical Society to operate a seasonal trolley on the Willamette Shore Line right of way in order to preserve its use for future high capacity transit; and

**WHEREAS**, in 2004, the City Council of the City of Lake Oswego appointed a Downtown Transit Alternatives Advisory Committee (DTAAC), consisting of neighborhood, business and transportation representatives, which examined preferred transit options for the City of Lake Oswego; and

**WHEREAS**, in 2005, Metro applied for and attained Metropolitan Transportation Improvement Program funds in order to conduct a Transit and Trail Alternatives Analysis to examine transit and trail options in the Highway 43 Corridor, including the Willamette Shore Line right-of-way, and the City of Lake Oswego contributed funding for a portion of the local match, along with the City of Portland and TriMet; and

**WHEREAS**, an Alternatives Analysis, consistent with Federal Transit Administration requirements, was conducted; and

**WHEREAS**, representatives on the Transit and Trail Steering Committee, consisting of elected and appointed members from the City of Lake Oswego, the City of Portland,

Multnomah and Clackamas Counties, TriMet, Metro, Oregon Department of Transportation, and Portland Streetcar, Inc. (PSI), have reviewed the Evaluation Alternatives Report as well as recommendations from the Lake Oswego to Portland Advisory Committee (LOPAC), and have recommended that the project alternatives as outlined in Attachment A should be forwarded to Metro Council for further study in a Draft Environmental Impact Statement; and

**BE IT RESOLVED** by the City Council of the City of Lake Oswego:

**Section 1.** The Lake Oswego City Council hereby supports the September 10, 2007 recommendation of the Lake Oswego to Portland Transit and Trail Alternatives Analysis Steering Committee, attached as Exhibit A, generally including streetcar and enhanced bus modes, two alternative streetcar alignments and two termini options and one minimum operable segment.

**Section 2.** The City Council urges that Metro incorporate the recommended project alternatives into the study for the Draft Environmental Impact Statement for the Highway 43 Corridor.

**Section 3.** The City Council conveys that support for study of the MOS to Nevada Street should not be viewed as support for streetcar to Nevada Street as a project terminus as it would not meet the identified Purpose and Need for the project and would significantly increase the cost of the project.

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**Section 4.** Effective Date. This Resolution shall take effect upon passage.

Considered and enacted at the meeting of the City Council of the City of Lake Oswego held on the 2nd day of October, 2007.

AYES:

NOES:

EXCUSED:

ABSTAIN:

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Judie Hammerstad, Mayor

ATTEST:

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Robyn Christie, City Recorder

APPROVED AS TO FORM:

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David Powell  
City Attorney



## Ted Wheeler, Multnomah County Chair

501 SE Hawthorne Blvd., Suite 600  
Portland, Oregon 97214  
Phone: (503) 988-3308  
Email: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)

November 26, 2007

David Bragdon, President  
Metro Council  
600 NE Grand Avenue  
Portland, OR 97232-2736

Dear President Bragdon:

The Multnomah County Board of Commissioners has reviewed both LOPAC's and the Steering Committee Recommendation for the Lake Oswego to Portland Transit and Trails Alternatives Analysis. This letter will offer alternatives into a Draft Environmental Impact Statement and provide the following recommendation.

After reviewing the Steering Committee Revised Recommendation we agree with the need to continue to study a Streetcar as the preferred mode, especially recognizing the limitations of bus rapid transit. That said, we encourage that a streetcar to Johns Landing and enhanced bus to Lake Oswego be studied as an alternative for this corridor, as well as the Steering Committee's recommendation of studying Streetcar to Lake Oswego as an alternative. Regarding the alignments through the South Waterfront area, we support continued study of the Willamette Shore Line right of way and SW Macadam alignments. We recognize the value of the Willamette Shore Line right of way, but we do not wish to see its value as the driving force, only that it and the SW Macadam Avenue alignments each be given full consideration.

With respect to a terminus in Lake Oswego we believe that a Trolley Terminus be considered while the advantages of the other two locations (Safeway and Albertsons) receive further study. We recognize that there are several advantages that accompany streetcar development. First is the transit demand at the terminus as well as the potential for continuation of the line, and second the potential for economic development that might occur along an alignment. Therefore, consideration of a Trolley Terminus is also important to allow some flexibility before committing to one terminus or the other.

At our briefing we also heard from citizens from unincorporated Multnomah County as well as members of LOPAC and wish to support their recommendation. While their recommendation(s) is included in the Steering Committee's Revised Recommendation, there are some key differences that bear consideration. First, we would like to reiterate our desire to see the SW Macadam alignment studied as per LOPAC's recommendation. Second, while we wish to see the Trolley Terminus as an alternative, we again concur that studying a terminus in Johns Landing should also be reviewed as an alternative with enhanced bus service to south to Lake Oswego.



Providing a bicycle/pedestrian component is very important to Multnomah County. We recognize the physical constraints involved as well as the possible legal issues of the Willamette Shore Line right of way. We encourage establishing a subcommittee to closely review the options and make recommendations as appropriate.

Finally, the effect of any of the alternatives on the environment must be a component of the DEIS. We continued to be concerned about the potential impact any of the alternatives may have on the environment and believe that the preferred alternative be one that also meets key sustainability measures.

Multnomah County supports moving ahead with the DEIS as recommended by both LOPAC and the Steering Committee. We thank you for this opportunity to lend our support.

Sincerely,

A handwritten signature in black ink that reads "TED WHEELER". The signature is written in a cursive, slightly stylized font with a long horizontal line extending from the end of the name.

Ted Wheeler  
Multnomah County Chair

TW/rnl

## **STAFF REPORT**

### **IN CONSIDERATION OF RESOLUTION 07-3887, FOR THE PURPOSE OF IDENTIFYING ALTERNATIVES TO ADVANCE INTO A DRAFT ENVIRONMENTAL IMPACT STATEMENT FOR THE PORTLAND TO LAKE OSWEGO CORRIDOR TRANSIT PROJECT**

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Date: December 13, 2007

Prepared by: Ross Roberts

## **BACKGROUND**

### **Council Action**

This resolution would effectively advance the Lake Oswego to Portland Corridor into the Draft Environmental Impact Statement phase of project development, and would identify transit mode, terminus and alignments to be studied in the DEIS. In addition, this action would set in motion activities to prepare for the DEIS including development of work program, budget, schedule, and funding plan for the DEIS. At the completion of the DEIS, the Council would select a locally preferred alternative.

### **Policy Context**

The Region 2040 Growth Concept calls for high capacity transit connections between centers. The 2004 Regional Transportation Plan called for a corridor refinement plan in the Lake Oswego to Portland Corridor to examine high capacity transit improvements. Subsequently, the Lake Oswego to Portland Transit and Trail Alternatives Analysis was initiated by Metro in July 2005 to evaluate transit alternatives that would connect the Portland Central City with the Lake Oswego Town Center. The Council funded the alternatives analysis through two MTIP allocations. Metro is lead agency for the project, and TriMet, ODOT, the cities of Lake Oswego and Portland, Multnomah and Clackamas Counties and Portland Streetcar Inc are project partners.

### **Project Decision-Making**

The Metro Council has final authority for this project decision and is acting on a recommendation by the Transit Alternatives Analysis Steering Committee. The Steering Committee provides policy oversight and includes elected officials or executives from all of the project partners. Councilors Burkholder and Colette are the Council's representatives on the committee and serve as co-chairs. In addition to the project partners, the chairs of the Lake Oswego to Portland Project Advisory Committee (LOPAC) and the Portland Streetcar Loop Project Advisory Committee have seats on the Steering Committee. The LOPAC and the Project Management Group, made up of jurisdiction senior staff, made recommendations to the Steering Committee on alternatives to be advanced into a Draft Environmental Impact Statement (DEIS). The Steering Committee considered those recommendations as well as technical analysis from the *Evaluation Summary Report Public Review Draft*, and public comment as heard at a public hearing in July 2007, and as summarized in the *Public Comment Report*.

### **Public Involvement**

An extensive public involvement process was undertaken from July 2005 to the present that included testimony before and after every meeting of the LOPAC. Community design workshops were held early in the process in May 2006 to identify a wide range of alternatives for transit and trail options in the corridor. Small group meetings followed from September to November 2006 to refine alignments. Project staff met with neighborhood groups throughout the corridor, including West Linn. Two open

houses were held to review the technical analysis in June 2007. Individual property owner meetings were held as needed throughout the process. A bus rider survey was completed of 670 transit users in the corridor. The project also utilized newsletters, and targeted mailings to advertise meetings and provide updates. In all, the public involvement effort resulted in over 1,200 direct citizen contacts.

### **Steering Committee Recommendation**

The Steering Committee Recommendation was adopted on September 10, 2007. Subsequent to that adoption, concerns were raised by Chair and Vice-Chairs of LOPAC and residents of Dunthorpe. After meetings with the interested parties that included Council President Bragdon and Councilor Burkholder, a proposed amendment to the recommendation was forwarded to the Steering Committee by Councilor Burkholder, and was adopted on November 19, 2007. The amendment added the permanent Johns Landing terminus preferred by LOPAC to the alternatives to be studied in the DEIS and added language to the work program considerations that would add an alignment refinement study in Johns Landing that would precede the DEIS and be undertaken by Metro, TriMet, the City of Portland and ODOT.

The Steering Committee Recommendation, as amended is summarized below:

- **Context.** After the Portland to Milwaukie Light Rail Project and Portland Streetcar Loop, the Lake Oswego to Portland Corridor would be the region's next priority for Federal Transit Administration funding. The publicly owned Willamette Shore Line right-of-way is valued at \$75 million (2007 dollars) and as local match for FTA New Starts funding, it could leverage as much as \$112.5 million (2007 dollars) in federal funds.
- **Transit Mode.** Streetcar was recommended to be advanced for further study because it would have the highest ridership, fastest travel times, highest reliability, and lowest operating and maintenance costs of any alternative including the No-Build. Streetcar could leverage substantial development - up to 3.3 million square feet of total new transit supportive development within three blocks of the alignment. Streetcar would also be compatible with the existing transit system, operating as an extension of the existing streetcar line. The Steering Committee did not recommend that Bus Rapid Transit be advanced due to the impracticality of proposed queue jump lanes, but did recommend that an enhanced bus alternative be studied further in the DEIS.
- **Alignment.** Two alignments were recommended to be studied further in Johns Landing: the Willamette Shore Line right-of-way and SW Macadam Avenue – with combinations of the two primary alignments and all or part of the Johns Landing Masterplan alignment to be evaluated to maximize the potential benefits and minimize adverse impacts in the Johns Landing area. The Willamette Shore Line was recommended because it would provide higher reliability and faster travel times, and could be used for \$75 million (2007 dollars) in local match. This alignment received a high level of public support from Lake Oswego residents. The SW Macadam Avenue alignment was selected because it was the preferred alignment of LOPAC, could leverage the most potential transit supportive development and would avoid proximity impacts of the Willamette Shore Line alignment. This alignment received a high level of public support from residents and businesses in Johns Landing.
- **Terminus.** The Steering Committee recommended two Lake Oswego full-length terminus options, the Albertsons and Safeway sites. A Temporary Johns Landing Terminus option was included as an interim step to a full length project. A Permanent Johns Landing Terminus option was added by the November 19, 2007 amendment.
- **Trail.** A continuous, safe bike and pedestrian trail between Lake Oswego and Portland's South Waterfront area received tremendous community support. However, as currently designed, high

capital costs make trail implementation difficult. Additional refinement is needed to determine how to advance the trail either separately or with the transit alternatives. Other refinement issues include identification of funding sources, determination of lead agency, additional design work, development of a trail segment phasing strategy, evaluation of the potential for use of the Portland and Western railroad bridge and an eastside connection to the Sellwood Bridge and evaluation of outstanding legal questions.

- Work Program Considerations. The Steering Committee Recommendation also includes activities would be initiated by Metro and our project partners in preparation for the DEIS:
  - Initiate the FTA Draft Environmental Impact Statement process.
  - Prepare DEIS scope, budget and schedule.
  - Develop actions or conditions for each participating agency that would help to ensure that the project can meet FTA thresholds with regard to ridership and financing and achieve the important development objectives for the Corridor.
  - Undertake a Johns Landing Refinement Study prior to the start of the DEIS
  - Develop a process to refine trail options in the corridor
  - Continue coordination with the Sellwood Bridge project and ongoing planning activities in South Waterfront
  - Ensure that impacts to residents and property values are minimized
  - Continue to analyze redevelopment opportunities in Johns Landing and Lake Oswego.

## **ANALYSIS/INFORMATION**

### **1. Known Opposition**

- Opposition may be encountered from Johns Landing residents, business interests or LOPAC members that have advocated for removing the Willamette Shore Line from further study in the Johns Landing segment. The LOPAC recommendation would have taken the Willamette Shore Line off the table in favor of a SW Macadam alignment. The Steering Committee felt that the Willamette Shore Line's value as local match, shortest travel times and highest reliability made it too valuable to drop at this early stage of project development. The Macadam alignment is included in the Steering Committee recommendations, however added work is needed to refine the alignment and address operational challenges on SW Macadam. In their November 19 amendment, the Steering Committee called for Metro to undertake a Johns Landing Alignment Refinement Study along with PDOT, ODOT and TriMet prior to the start of the DEIS.
- Dunthorpe opposition could be encountered, although the inclusion of a permanent streetcar terminus alternative in Johns Landing is an option that could end the project north of Dunthorpe. Opposition to the full-length streetcar alternative can be expected.
- Clackamas County and Lake Oswego voted against the November 19 amendment to add a permanent Johns Landing terminus to the Steering Committee recommendation, citing the project's purpose and need to connect Lake Oswego and Portland.

### **2. Legal Antecedents**

The proposed action, initiating a DEIS in the Lake Oswego to Portland Corridor would fall under the jurisdiction of the National Environmental Policy Act (NEPA) and would be undertaken in accordance with Federal Transit Administration policies, guidance and rules.

Further, there are several Metro Council resolutions that provide legal antecedents including the following:

**Resolution No. 86-715** For the Purpose of Entering Into an Intergovernmental Agreement and Expending Funds to Preserve the Southern Pacific Right-of-Way (Jefferson Street Branch) Between Portland and Lake Oswego.

**Resolution No. 05-3569** For the Purpose of Confirming Metro Council Representatives to the Eastside and Portland/Lake Oswego Transit Alternatives Analysis Steering Committee and Identifying Other Representative Categories to the Committee.

**Resolution No. 05-3647** For the Purpose of Approving a Consultant Services For the Lake Oswego to Portland Transit Alternatives Analysis.

### **3. Anticipated Effects**

Adoption of the Steering Committee recommendation would define the alternatives to be evaluated in the DEIS and direct staff to prepare a DEIS scope, schedule and budget. Staff would also begin the Johns Landing alignment refinement study and begin to seek funding for the DEIS from FTA and local partner jurisdictions. In addition, work would begin to refine the trail alternatives and find funding sources for trail construction.

### **4. Budget Impacts**

Metro's FY 2008 budget includes the second half of the SAFETEA-LU Streetcar Earmark, and some of those funds can be used for the Lake Oswego to Portland Corridor. This funding should be sufficient for the alignment refinement study in Johns Landing and to prepare for DEIS start-up. Approximately \$5.5 million would be required for the DEIS, based on recent experience with the Portland to Milwaukie Light Rail SDEIS. Metro staff prepared an appropriations request for \$4.0 million in FTA Section 5339 funding for FY 09. The remainder of the DEIS funding would be sought from local partners.

## **RECOMMENDED ACTION**

Approve Resolution No. 07-3887, For The Purpose of Identifying Alternatives to Advance to A Draft Environmental Impact Statement for the Portland to Lake Oswego Corridor Transit Project.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN TRIMET, METRO, CITY OF LAKE OSWEGO, CLACKAMAS COUNTY AND CITY  
OF PORTLAND FOR  
THE PORTLAND LAKE OSWEGO TRANSIT CORRIDOR PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between Tri-County Metropolitan Transportation District, a mass transit district organized under the laws of the State of Oregon, hereinafter referred to as "TriMet," Metropolitan Service District hereinafter referred to as Metro, Clackamas County, hereinafter referred to as "Clackamas", City of Lake Oswego, a municipal corporation of the State of Oregon, hereinafter referred to as "Lake Oswego", and the City of Portland, a municipal corporation of the State of Oregon, hereinafter referred to as "Portland". The parties to this Agreement are collectively known as Project Sponsors.

**RECITALS**

1. The Portland-Lake Oswego Transit Corridor Project ("Project") was authorized in the reauthorization of the Transportation Bill ("SAFETEA-LU") signed into law on August 10, 2005. This Agreement concerns the completion of the Draft Environmental Impact Statement ("DEIS") and Federal Transit Administration ("FTA") approval to enter into and commence preliminary engineering ("PE").
2. The Regional Transportation Plan, adopted by the Metro Council in 2004, called for a corridor refinement plan for evaluation of high capacity transit options for the Lake Oswego to Portland Highway 43 corridor.
3. In 2004, the Joint Policy Advisory Committee on Transportation ("JPACT") and the Metro Council allocated \$1.16 million to study the transit and trail alternatives in the Lake Oswego to Portland Willamette Shore Line Corridor.
4. In 2005, Metro initiated an alternatives analysis consistent with FTA requirements to assess the feasibility of transit and trail alternatives between Lake Oswego and Portland.
5. A wide range of alternatives was evaluated in the alternatives analysis, including No-Build, Bus Rapid Transit with multiple alignments, Streetcar with multiple alignments, River Transit, and accompanying trail alignments.
6. On December 13, 2007, Metro Council adopted the *Lake Oswego to Portland Transit and Trail Alternatives Analysis: Alternatives to Be Advanced into a Draft Environmental Impact Statement and Work Program Considerations*, which is attached hereto as Exhibit A and incorporated by this reference herein, which required that Metro perform further study of the alignment in the John's Landing neighborhood (the Refinement Study).
7. In the reauthorization of SAFETEA-LU signed into law on August 10, 2005, Metro received Streetcar Corridor Funding that has been used to support work on the Portland Lake Oswego Transit Study. Work on the Refinement Study began in December 2008, with a budget of \$471,000. Work on the Refinement Study is to be conducted from December 2008 to June 2009, and will prepare information in support of the DEIS.
8. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, the premises being in general as stated in the foregoing Recitals, which shall be considered a part of the Agreement, it is agreed by and between the parties hereto as follows:

#### **TERMS OF AGREEMENT; PROJECT DESCRIPTION & COSTS**

1. The beginning date of this Agreement is December 1, 2008. The termination date of this Agreement is December 31, 2013. Metro is leading the Refinement Study, which will identify the options that will be formally considered in the DEIS. Once the Refinement Study is completed, TriMet will assume the lead contracting role for the Project, with Metro as lead agency for NEPA work. Metro has received federal funding for the Refinement Study. Local funding has been committed by Portland (\$57,000) and by Lake Oswego (\$57,000). Metro shall comply with all applicable federal laws, regulations, executive orders, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement.
2. This Agreement is subject to a financial assistance agreement between TriMet and the Federal Transit Administration (FTA). TriMet shall comply with all applicable federal laws, regulations, executive orders, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof: (1) the terms and conditions applicable to a "recipient" set forth in the October 1, 2008 FTA Master Agreement between TriMet and the FTA; (2) 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; (3) OMB Circular A-87, Cost Principles Applicable to Grants and Contracts with State and Local Governments; and (4) FTA Circular 5010.1D.
3. Costs incurred after December 1, 2008, which are deemed allowable costs for this Project, will be reimbursed once all parties have signed this Agreement. Metro shall maintain the budget, contracts and reporting for the Refinement Study phase of the project. TriMet shall maintain the budget for the DEIS phase and each additional phase of the Project as determined by the Project Sponsors.
4. Upon Metro's completion of the Refinement Study, TriMet will assume the lead contracting role for the Project, on behalf of the Project Sponsors, beginning with the DEIS. Metro, as lead agency for NEPA work, shall participate, guide and support TriMet on the DEIS. Metro's role as lead agency for NEPA work shall be further defined by an Intergovernmental Agreement (the "DEIS-LPA IGA") between Metro and TriMet. The initial funding is intended to complete the DEIS and receive FTA approval to enter and commence PE for the entire Project. The Project is described in Exhibit B, which is attached hereto and incorporated by this reference herein. The Project Sponsors agree to establish a Steering Committee to establish the policy commitments and a project management group to oversee the preparation of the technical analysis and recommendations.
5. The Portland-Lake Oswego Transit Corridor Project is intended to address the transit access needs for the entire corridor. The process calls for the analysis of options, preparation of the DEIS, selection of the locally preferred alternative, application to the FTA for capital funding, engineering design and construction of the locally preferred alternative. While the Project may be developed in phases, all Project Sponsors are

committed to selecting a solution that best suits the entire corridor and support its consideration as a single project.

6. A combination of funding sources will be used to finance the Project. Funding in the amount of \$465,355 to support the Refinement Study, which will be conducted in 2009, is identified and committed in this Agreement. The Refinement Study will be funded as follows: \$351,355 existing federal streetcar funds from Metro, \$57,000 of local match funds from Portland, and \$57,000 of local match funds from Lake Oswego. Approximately \$21,000 of the local match funds provided by the Portland and Lake Oswego will be used as match for Refinement Study expenses incurred prior to December 1, 2008. Portland and Lake Oswego will pay these local match funds to Metro no later than April 15, 2009. Work on the Refinement Study will be performed by both TriMet and Metro, and will be further described in Amendment No. 3 to the Agreement between TriMet and Metro for Lake Oswego Transit Alternatives Analysis (Metro Contract No. 927168 and TriMet Contract No. GH070180TL). Other than the Refinement Study work described in this Paragraph, no funds will be obligated or expended until the DEIS-LPA IGA is executed between TriMet and Metro.
7. Funding in the amount of \$5,586,000 has been identified to support the DEIS, FTA application and Preliminary Engineering. The Project Sponsors agree to pursue additional grants from the FTA 5339 program for \$4,000,000 toward funding the DEIS and concept design in order to reallocate MTIP and local match toward the completion of the FEIS and engineering design of the Project. The Project Sponsors agree to seek alternative sources of funding in the event the Section 5339 funds are not obtained.
8. Federal sources of funding are proposed and pending approval from Metro and FTA. Federal FY 12-13 regional flexible transportation funding through the Metro allocation process totaling \$4,000,000 will be sought to support the Project, with final Metro approval anticipated by August 2009. Due to the need for program funding for this Project before October 1, 2009, Metro will seek to execute funding commitments to advance \$972,673 of funds to the Project by reprogramming funds from other transportation projects such as Portland's Central Eastside Bridgeheads (Key #13528).

Regional flexible transportation funding of \$1,227,327 is being sought for the DEIS/FTA Application portion of the Project. Funding approved through this process can be obligated beginning October 1, 2009. It is understood that if funds are expended at that time, the reimbursement from these funds would not occur until FY 2012-13. In that case, one of the Project Sponsors in this Agreement will have to advance funding to enable expenditure as scheduled. In that case, the Project Sponsors agree to work in good faith to identify an advance funding source and arrangements for repayment. If no such funding source is identified by August 30, 2009, work on the Project will stop after October 31, 2009 until such funds are identified.

Metro approval of the proposed and pending federal sources of funding set forth in this paragraph is expressly conditioned upon the execution of a mutually satisfactory DEIS-LPA IGA with TriMet.

9. Clackamas County commits \$850,000 to the Project, of which \$220,000 is committed to match funding for the DEIS phase of the project, which will be paid to TriMet no later than April 1, 2009. The remaining \$630,000 will be provided to support the preliminary engineering phase of the project, and will be paid to TriMet no later than March 31, 2010.



10. Lake Oswego commits \$150,000 in support of the Project, as follows: \$57,000 payable to Metro by April 15, 2009 to support the Refinement Study; \$37,000 for the DEIS/FTA Application, which shall be paid to TriMet upon notification from TriMet that full funding for the DEIS/FTA Application phase is secured, with the anticipated payment to be made on November 1, 2009; and \$56,000 for the FEIS and preliminary engineering work, which will be paid to TriMet no later than March 31, 2010. Lake Oswego also agrees to advance \$1,500,000 to TriMet to support the DEIS, which will be provided to TriMet in monthly draws in 2009 based upon verification of expenditures for the DEIS with draws anticipated from April 2009 to September 2009. Lake Oswego's obligation to provide these advance payments is contingent upon TriMet securing a commitment for \$1.8 million in MTIP funding for FY 2012 for preventive maintenance. TriMet agrees to repay \$1,500,000 to Lake Oswego by September 30, 2012. The amount of the repayment shall be \$1,800,000. TriMet's repayment will be in unrestricted general funds subject to the condition that \$1.8 million of MTIP funding in FY 2012 is provided for preventive maintenance. If TriMet fails to make the repayment by September 30, 2012, interest on the outstanding amount owed shall accrue at the rate of 9% per year.
11. Metro agrees that, conditioned upon the execution of a mutually satisfactory DEIS-LPA IGA with TriMet, Metro will request programming of regional flexible transportation funds for FY 2012-13 that support the Lake Oswego Transit Corridor Project totaling \$4,000,000. Funding would be apportioned \$972,673 to City of Portland for street improvements listed in item 13528 of the STP, \$1,227,327 for Portland Lake Oswego Transit Corridor Project, and \$1,800,000 to TriMet for STP funding for preventive maintenance.
12. Portland has identified the sources of funding for the full commitment contained in this agreement through the DEIS process. This includes \$57,000 payable to Metro by April 15, 2009 to support the Refinement Study and \$83,000 (\$23,000 payment and \$60,000 in-kind services) for the DEIS and FTA application as match for MTIP funding of \$1,227,327. The DEIS payment shall be due on November 1, 2009 upon notification from TriMet that the regional flexible transportation funding can be utilized to support the DEIS work. Portland agrees to seek an additional \$860,000 from the Portland City Council in the FY 10-11 budget to support the FEIS and preliminary engineering.
13. The sources of funding for the DEIS, DEIS and FTA Application and FEIS/Preliminary Engineering are attached hereto as Exhibit C, which is incorporated by this reference herein.

#### **TRIMET RESPONSIBILITIES**

1. TriMet shall perform the work and provide the deliverables adopted by the Steering Committee. The description of phases is included in Exhibit B, which is attached hereto and incorporated herein by this reference.
2. TriMet shall perform the work under this Agreement as an independent contractor. TriMet shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work and for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

3. In the event that TriMet believes that the funding set forth in this Agreement is insufficient to complete the work, TriMet shall so notify the other Project Sponsors. In such event, the other Project Sponsors agree to work in good faith in order to authorize sufficient funding to complete the work. If sufficient funding is not promptly forthcoming, TriMet may terminate this Agreement.
4. TriMet shall present progress reports and deliverables, as applicable, to the Project Sponsors once a month.
5. TriMet shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, TriMet shall maintain any other records pertinent to this Agreement in such a manner as to clearly document TriMet's performance. TriMet acknowledges and agrees that Project Sponsors and FTA shall have access to such fiscal records and other books, documents, papers, plans, and writings that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. TriMet also acknowledges and agrees that TriMet shall retain such documents for a period of three years after termination of this Agreement, or such longer period as may be required by applicable law. In the event of, any audit, controversy or litigation arising out of or related to this Agreement, TriMet shall retain such documents until the conclusion thereof. Copies of applicable records shall be made available to Project Sponsors upon request.
6. If TriMet engages a personal services contractor(s) to accomplish any of its work under this Agreement, TriMet shall:
  - a. Provide Project Sponsors with the opportunity to participate in the personal services contractor selection process;
  - b. Select personal services contractor(s) in accordance with TriMet procedures and applicable law, and advise Project Sponsors of TriMet's recommendation;
  - c. Provide a TriMet project manager to:
    - i) be TriMet's principal contact person for the personal services contractor(s) for the Project;
    - ii) monitor and coordinate the work of the personal services contractor(s);
    - iii) review and approve bills and deliverables (work products) produced and submitted by the personal services contractor(s); and
    - iv) advise Project Sponsors regarding payments to the personal services contractor(s).
7. All work products that result from TriMet's agreement(s) with personal service contractor(s) for TriMet's work under this Agreement shall be considered the joint work products of the Project Sponsors. The Project Sponsors intend that such work products be deemed "work made for hire" of which the Project Sponsors shall be jointly deemed the author. If, for any reason, the work products produced by any personal service contractor(s) are not deemed "work made for hire," TriMet agrees to jointly assign rights, title, and interest in and to any and all of the work products to the Project Sponsors, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.

8. TriMet shall ensure that any work products produced pursuant to this Agreement include the following statement:

This Project is partially funded by the Federal Transit Administration.

9. TriMet shall submit two hard copies of all final work products produced in accordance with this Agreement to Project Sponsors.
10. Within 30 days after the termination date of this Agreement, TriMet shall provide Project Sponsors with a completion report. The report must contain:
  - a. A summary of qualified costs incurred for the Project, including reimbursable costs and matching amount;
  - b. The intended location of records (which may be subject to audit); and
  - c. A list of final deliverables.
11. Without limiting the generality of the foregoing, TriMet expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Sections V and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS.659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
12. All employers, including TriMet, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. TriMet shall require each of its contractors to comply with these requirements.

### **METRO RESPONSIBILITIES**

1. Metro shall perform the work and provide the deliverables for the Refinement Study, as set forth in the attached Exhibit B, which is incorporated herein by this reference.
2. Metro shall perform the work under this Agreement as an independent contractor. Metro shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work and for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.
3. In the event that Metro believes that the funding set forth in this Agreement is insufficient to complete the work, Metro shall so notify the other Project Sponsors. In such event, the Project Sponsors agree to work in good faith in order to authorize sufficient funding to complete the work. If sufficient funding is not promptly forthcoming, Metro may terminate this Agreement.
4. Metro shall present progress reports and deliverables, as applicable, to the Project Sponsors once a month.

5. Metro shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Metro shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Metro's performance. Metro acknowledges and agrees that Project Sponsors and FTA shall have access to such fiscal records and other books, documents, papers, plans, and writings that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. Metro also acknowledges and agrees that Metro shall retain such documents for a period of three years after termination of this agreement, or such longer period as may be required by applicable law. In the event of, any audit, controversy or litigation arising out of or related to this agreement, Metro shall retain such documents until the conclusion thereof. Copies of applicable records shall be made available to Project Sponsors upon request.
6. If Metro engages a personal services contractor(s) to accomplish any of its work under this Agreement, Metro shall:
  - a. Provide Project Sponsors with the opportunity to participate in the personal services contractor selection process;
  - b. Select personal services contractor(s) in accordance with Metro procedures and applicable law, and advise Project Sponsors of Metro's recommendation;
  - c. Provide a Metro project manager to:
    - i) be Metro's principal contact person for the personal services contractor(s) for the Project;
    - ii) monitor and coordinate the work of the personal services contractor(s);
    - iii) review and approve bills and deliverables (work products) produced and submitted by the personal services contractor(s); and
    - iv) advise Project Sponsors regarding payments to the personal services contractor(s).
7. All work products that result from Metro's agreement(s) with personal service contractor(s) for its work under this Agreement shall be considered the joint work products of the Project Sponsors. The Project Sponsors intend that such work products be deemed "work made for hire" of which the Project Sponsors shall be jointly deemed the author. If, for any reason, the work products produced by any personal service contractor(s) are not deemed "work made for hire," Metro agrees to jointly assign rights, title, and interest in and to any and all of the work products to the Project Sponsors, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
8. Metro shall ensure that any work products produced pursuant to this Agreement include the following statement:

This Project is partially funded by the Federal Transit Administration.
9. Metro shall submit two hard copies of all final work products produced in accordance with this Agreement to Project Sponsors.
10. Within 30 days after the termination date of this Agreement, Metro shall provide Project Sponsors with a completion report. The report must contain:

- a. A summary of qualified costs incurred for the Project, including reimbursable costs and matching amount;
  - b. The intended location of records (which may be subject to audit); and
  - c. A list of final deliverables.
11. Without limiting the generality of the foregoing, Metro expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Sections V and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS.659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
12. All employers, including Metro, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Metro shall require each of its contractors to comply with these requirements.

### **GENERAL PROVISIONS**

- 1. Budget modifications and major adjustments from the work described in Exhibit B must, as applicable, be processed as written amendments to this Agreement signed by all Project Sponsors and as written amendments to any personal services contract(s).
- 2. This Agreement may be terminated by mutual written consent of all parties.
- 3. Metro may terminate this Agreement effective upon delivery of written notice to Project Sponsors, or at such later date as may be established by Metro, under, but not limited to, any of the conditions set forth in this Paragraph.

TriMet may terminate this Agreement effective upon delivery of written notice to Project Sponsors, or at such later date as may be established by TriMet under, but not limited to, any of the following conditions:

- a. Failing to timely receive financial commitments from Project Sponsors as specified in this Agreement.
- b. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or either Metro or TriMet is prohibited from paying for such work from the planned funding source.
- c. If TriMet or Metro fails to receive appropriations, limitations or other expenditure authority sufficient to allow TriMet or Metro, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this agreement.
- d. TriMet has performed its obligations under Paragraph 3 of TriMet Responsibilities, above, and the parties are unable to obtain sufficient funding to complete the work.
- e. Metro has performed its obligations under Paragraph 3 of Metro Responsibilities, above, and the parties are unable to obtain sufficient funding to complete the work.

Any termination of this agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

4. In the event of litigation by or against a third party or parties related to this Agreement or the work or work products created hereunder, the Project Sponsors agree to work in good faith to establish a fair allocation of costs to be shared associated with such litigation, including but not limited to attorney fees and expert witness fees.
5. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to each Project Sponsor at the address or number set forth below, or to such other addresses or numbers as any party may hereafter indicate by giving notice in accordance with this Paragraph. Any communication or notice so addressed and mailed is considered to have been delivered five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine and confirmed by telephone notice to the Project Sponsor representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
6. All communications between the parties regarding this agreement shall be directed to the parties' respective Project Sponsor representatives as indicated below:

TriMet – Joe Recker  
710 NE Holladay Street  
Portland, OR 97232  
Phone (503) 962-2893

Metro – Ross Roberts  
600 N.E. Grand Avenue  
Portland OR 97232  
Phone (503) 797-1752

Lake Oswego – Brant Williams  
380 A Avenue  
P.O. Box 369  
Lake Oswego, OR 97024  
Phone (503) 635-6138

Clackamas County – Elissa Gertler  
Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045  
Phone (503) 742-5900

Portland – Paul Smith  
1120 S.W. Fifth Avenue, #800  
Portland, OR 97204  
Phone (503) 823 7736

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to any jurisdiction's conflict of law principles, rules or doctrines. Any claim, action, suit or proceeding (collectively, "Claim") between any Project Sponsors that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon or the United States District Court for the District of Oregon in Portland, Oregon, as applicable. In no event shall this section be construed as a waiver by any the parties of any form of defense or immunity from any claim or from the jurisdiction of any court.
8. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any party unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The

failure of any party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

IN WITNESS WHEREOF, the parties hereto have set their hands and their seals as of the day and year hereinafter written.

**Clackamas County**

**Lake Oswego**

By: \_\_\_\_\_  
Lynn Peterson, Chair  
Clackamas County Commission

By: \_\_\_\_\_  
Jack Hoffman  
Mayor

**Metro**

By: \_\_\_\_\_  
Michael Jordan  
Chief Operating Officer

**City of Portland**

**TriMet**

By: \_\_\_\_\_  
Sam Adams  
Mayor

By: \_\_\_\_\_  
Fred Hansen  
General Manager

By: \_\_\_\_\_  
Gary Blackmer  
City Auditor

**APPROVED AS TO FORM FOR CITY OF PORTLAND:**

**APPROVED AS TO FORM FOR TRIMET:**

By: \_\_\_\_\_  
Mark Moline  
Deputy City Attorney

By: \_\_\_\_\_  
Lance Erz  
Assistant General Counsel

**Portland to Lake Oswego Transit and Trail Alternatives Analysis**  
**Project Description**  
**Exhibit B**

The Portland to Lake Oswego Transit and Trails Alternatives Analysis is intended to identify the feasibility of a federally eligible project for improving access in the Highway 43/Willamette Shore Corridor connecting Lake Oswego to Portland.

Metro has conducted the alternatives analysis to date and will continue to lead the refinement analysis, Draft Environmental Impact Statement and selection of the Locally Preferred Alternative.

TriMet will serve as the contracting agency commencing with the Draft Environmental Impact Statement. Lake Oswego, Portland and Clackamas County will participate in the Steering Committee with TriMet, metro and the Portland Streetcar, Inc. (operator of the current streetcar in Portland) to conduct the analysis and participate in the implementation of the locally preferred alternative.

The project intends to seek federal support through the Federal Transit Administration capital grants program. TriMet will be the grant recipient.

The project will be conducted in phases based upon selection of alternatives. Funding has been identified for the initial phases of the analysis. The agreement includes provisions that allow for conducting the engineering and construction of the locally preferred alternative. Funding for subsequent phases can only be identified once the LPA is selected.

The following phases have funding identified in the agreement:

**Refinement:** Metro has received \$351,355 in Streetcar Corridor Funding money from FTA which has been matched by \$57,000 from the City of Portland and \$57,000 from Lake Oswego. The purpose of the refinement study is prepare alternatives for the Draft Environmental Impact Statement (DEIS). The refinement will also address the role of the trail considerations in the DEIS.

**Draft Environmental Impact Statement:** Metro will serve as lead and TriMet will serve as contracting agency for the conduct of the DEIS and selection of the Locally Preferred Alternative (LPA). A combination of MTIP, Lake Oswego loan to TriMet and match from Clackamas County will fund this effort which is scheduled to be published in March 2010.

**Final Environmental Impact Statement and FTA Application:** The Final Environmental Impact Statement and submittal of the grant application to FTA would be prepared in this phase based upon the selection of the LPA. Partial funding for this phase would come from MTIP and match provided by the City of Portland.

**Preliminary Engineering:** With approval from FTA to proceed with preliminary engineering, TriMet would authorize design work to begin on the LPA. Partial funding for this phase has been identified which includes a request for FTA Section 5339 funding, City of Portland, Clackamas County and Lake Oswego funds.



**Portland Lake Oswego Transit Corridor  
Cost of Phases**

**EXHIBIT C**

<b>METRO CONTRACTING</b>	
<b>Refinement Study</b>	<b>Dec 08-Apr 09</b>
Corridor Funding	\$351,355
City of Portland	\$57,000
Lake Oswego	\$57,000
<b>Total</b>	<b>\$465,355</b>

<b>TRIMET CONTRACTING</b>	
<b>DEIS</b>	<b>Apr-Nov 09</b>
MTIP	\$2,472,673
COP Swap 13528	\$272,779
COP Swap 13528	\$699,894
Lake Oswego Advance Pmt	\$1,500,000
Clackamas	\$220,000
<b>Total</b>	<b>\$2,692,673</b>

<b>DEIS Publication</b>	<b>Nov 09-Mar 10</b>
MTIP	\$1,227,327
Lake Oswego	\$37,000
City of Portland	\$83,000
<b>Total</b>	<b>\$1,347,327</b>

<b>FTA Application/FEIS/PE</b>	<b>Mar-Dec 10</b>
City of Portland	\$860,000 *
Clackamas	\$630,000
Lake Oswego	\$56,000
	<b>\$1,546,000</b>

5339 Funding                      \$4,000,000    **Requested**

Total Funding Committed to TriMet                      \$5,586,000

TriMet pays Lake Oswego in 2012                      \$1,800,000

<b>2009 MTIP Recommendation</b>		
Lake Oswego Transit	\$1,227,327	
TriMet (STP Funding)	\$1,800,000	
City of Portland	\$972,673	\$4,000,000

\* Contingent upon Portland City Council approval  
in the FY10-11 budget.

**PORTLAND TO LAKE OSWEGO TRANSIT CORRIDOR  
DRAFT ENVIRONMENTAL IMPACT STATEMENT – LOCALLY PREFERRED ALTERNATIVE  
INTERGOVERNMENTAL SERVICES AGREEMENT**

**TriMet Intergovernmental Agreement No. \_\_\_\_\_**

This Intergovernmental Agreement (this “Agreement”) is between the **Tri-County Metropolitan Transportation District of Oregon** (“TriMet”) and **Metro** (“Metro”), collectively referred to as the “Parties.”

**ARTICLE I - RECITALS**

1. TriMet is a mass transit district organized under the laws of the State of Oregon as codified in ORS Chapter 267.
2. Metro is an Oregon metropolitan service district organized under the laws of the state of Oregon and the Metro Charter.
3. The Portland to Lake Oswego Transit Corridor Project (“Project”) proposes improvements to existing transit service by extending the streetcar on the Willamette Shoreline right of way, Macadam Avenue or parts of both, or by enhancing bus service. The alternatives analysis phase of the Project was completed in December 2007 when the Metro Council considered which alternatives should advance into a Draft Environmental Impact Statement (“DEIS”). On December 13, 2007, the Metro Council approved options to advance for further study that include enhanced bus, streetcar, and no-build alternatives as well as recommendations on actions to advance a bicycle and pedestrian trail in the corridor; work tasks related to refining streetcar alignments through Johns Landing; and steps to secure funding for the environmental analysis.
4. In the reauthorization of SAFETEA-LU signed into law on August 10, 2005, Metro received Streetcar Corridor Funding that has been used to support work on the Project. Work on the Refinement Study began in December 2008, with a budget of \$465,355. The Refinement Study is to be conducted from December 2008 to June 2009, and will prepare information in support of the DEIS.
5. TriMet, Metro, the City of Lake Oswego, Clackamas County, and the City of Portland have entered into an intergovernmental agreement that defines roles and responsibilities for the Project and for the completion of the DEIS and Federal Transit Administration (“FTA”) approval to enter into and commence PE. In accordance with that agreement, upon Metro’s completion of the Refinement Study, TriMet will assume the lead contracting role for the Project beginning with the DEIS. Metro will assume the lead National Environmental Policy Act (“NEPA”) role for the Project (“NEPA Work”).
6. TriMet has agreed to contract with Metro for services related to preparation and publishing of a DEIS that will refine and evaluate the transportation effectiveness and environmental impacts of the options approved for advanced study and result in a Locally Preferred Alternative (“LPA”) to be advanced into the Final Environmental Impact Statement (“FEIS”) under the provisions of NEPA. The Parties desire to enter into this Agreement to define Metro’s role as lead agency for NEPA Work on the Project and to document each Party’s understanding related to the services to be performed under this Agreement. The NEPA

Work to be performed by Metro is described in Exhibit A, which is attached hereto and incorporated by this reference herein

7. The Project is, or will be, subject to budgetary limitations imposed by the U.S. Department of Transportation, FTA, and local financing agreements.

## **ARTICLE II – TERM**

The term of this Agreement will be from April 1, 2009 through June 30, 2010, unless terminated sooner or extended under the provisions of this Agreement.

## **ARTICLE III – TRIMET OBLIGATIONS**

- A. Except as otherwise provided herein, TriMet shall retain responsibility as the grantee for any Federal funding appropriated for this Project.
- B. TriMet will have the authority to initiate the work tasks set forth herein in Exhibit A by giving Metro a written task order and Notice To Proceed with the tasks. TriMet's task orders must be consistent with Exhibit A. TriMet shall not control the methods for the services requested from Metro under this Agreement.
- C. The general work scope of the tasks to be ordered by TriMet and performed by Metro is established in Exhibit A. If necessary, TriMet will work with Metro to develop a more specific scope of work prior to issuing each written task order and Notice to Proceed. TriMet must provide Metro with written notice 60 days prior to the scheduled start date of each task set forth in Exhibit A if TriMet intends to delay or eliminate the initiation of a work task.
- D. TriMet agrees to pay for the services requested at the rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. Any modifications to the services set forth in Exhibit A or payment for those services will be effective only if made by a written amendment to this Agreement signed by both Parties.

## **ARTICLE IV – METRO OBLIGATIONS**

- A. Upon issuance of a Notice to Proceed and a written task order from TriMet, Metro agrees to designate the staff members necessary to complete the tasks identified in Exhibit A in a timely manner.
- B. Metro agrees to use its best efforts to assist TriMet in maintaining the Project schedule, and will work with TriMet to develop a more specific scope of work for each task order issued by TriMet.
- C. Metro shall deliver the specific work products for each task identified in Exhibit A, and shall not exceed the costs budgeted for each task set forth in Exhibit A without prior written approval from TriMet.
- D. The Metro Project Manager shall exercise good faith efforts to manage the Metro services within the budget specified in this Agreement. In the event that Metro believes that its work on any particular task will exceed the authorized budget, it shall promptly inform TriMet of this belief and work with TriMet to develop a strategy to complete the task on budget.

## ARTICLE V – COMPENSATION AND PAYMENT

- A. Compensation. Metro's compensation for services to be provided under this Agreement must not exceed ONE MILLION, TWO HUNDRED FORTY-NINE THOUSAND, EIGHT HUNDRED AND FORTY AND 00/100 DOLLARS (\$1,249,840.00) without prior written authorization of TriMet. This amount is based upon the Staffing Plan, staff rates and services identified in Exhibit B attached hereto and incorporated herein by this reference. In the event Metro anticipates that it will exceed this maximum amount, it shall promptly inform TriMet of this belief and work with TriMet to develop a strategy to complete the work task on budget or identify and allocate more funding to pay to complete the work tasks. If Metro cannot complete the work task on budget, and no funds are identified and allocated as set forth above, Metro may terminate this Agreement, effective upon delivery of written notice. The Parties recognize that funding for this Project is constrained and agree to use their best efforts to minimize costs consistent with the timely completion of the required tasks.
- B. Method of Payment. Subject to the requirements set forth elsewhere in this Agreement, TriMet agrees to pay for the services performed by Metro, and for the Material and Services costs described in Exhibit B.
- C. Invoices. Metro shall submit invoices detailed with reasonable particularity regarding work performed to TriMet monthly for reimbursable costs incurred since the previous invoice. TriMet shall pay Metro the balance due within thirty (30) days of receipt of a proper invoice. Financial reports accompanying requests for reimbursement must be in accordance with FTA requirements. TriMet shall review records for suitability and provide assistance as necessary to ensure compliance with FTA requirements. Invoices must be supported by current time sheets, supporting documentation for direct costs included in the invoice, and a summary of activities performed for each month, or any other documentation reasonably required by TriMet. Invoices must be itemized by task as set forth in Exhibit A. The Project Managers shall review the invoices against the project budget to provide real time cost tracking and budget management. All invoices shall be submitted to TriMet's Finance Department at the following address:

TriMet Finance Department  
Attn: Accounts Payable  
4012 SE 17th Avenue  
Portland, OR 97202

Metro shall not invoice overtime to TriMet unless TriMet's Project Manager has specifically authorized overtime in advance of the work.

- D. Budget Reports. Metro agrees to provide to TriMet's Project Manager and the Project Manager Consultant (Shiels Oblatz Johnsen) regular budget reports within 21 days of the end of each calendar month. Such reports will outline expenditures incurred during the previous month, total costs to date and a projection of costs through the end of the term of this Agreement. In the event expenditures in a given month exceed the budget or are projected to exceed the maximum amount authorized under this Agreement or subsequent task orders, Metro will work with TriMet's Project Manager and the Project Manager Consultant on adjustments necessary to maintain compliance with the approved budget.

## **ARTICLE VI - PROJECT MANAGEMENT**

- A. TriMet designates Joe Recker as its Project Manager and Metro designates Bridget Wieghart as its Project Manager. Project Managers are responsible for coordinating all aspects of their respective work scopes for the Project and all the respective employees assigned to the Project. The Project Managers: 1) shall ensure the Project and the tasks related thereto are completed expeditiously and economically; 2) shall be the contact persons through whom TriMet and Metro officially communicate; and 3) have the authority to make decisions and resolve disputes related to the Project. In the event a disagreement or dispute occurs between the Project Managers, they shall refer it to TriMet's Executive Director for Capital Projects and Metro's Planning and Development Director for resolution.

## **ARTICLE VII - GENERAL PROVISIONS**

- A. Liability. TriMet shall hold harmless and indemnify Metro and its officers, agents, and employees against any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim arising out of TriMet's work under this Agreement within the maximum liability limits set forth under the Oregon Tort Claims Act. Metro shall hold harmless and indemnify TriMet and its officers, agents, and employees against any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim arising out of Metro's work under this Agreement within the maximum liability limits under the Oregon Tort Claims Act.
- B. Interest of Members of Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
- C. Interest of Public Officials. No member, officer, or employee of Metro or TriMet during his or her tenure or for one (1) year thereafter will have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- D. Disadvantaged Business Enterprise. In connection with the performance of this Agreement, Metro will cooperate with TriMet and use its best efforts to ensure disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work under this Agreement.
- E. Equal Employment Opportunity. In connection with the execution of this Agreement, neither Metro nor TriMet will discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or natural origin. Such actions include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; raise or pay or other forms of compensation; or selection for training, including apprenticeship.
- F. Termination for Convenience. Metro or TriMet may terminate this Agreement in whole or in part at any time by providing sixty (60) days written notice to the other party. In the event of such termination, TriMet shall pay Metro's costs incurred prior to the date of termination, including any costs necessarily incurred by Metro in terminating its work or the work of others under contract to Metro. Metro shall promptly submit its termination claim to TriMet. If Metro has any property in its possession belonging to TriMet, Metro shall account for it and dispose of it in the manner TriMet directs.

- G. Termination for Default. If Metro fails to perform in the manner called for in this Agreement, or if Metro fails to comply with any other provisions of this Agreement, TriMet may terminate this Agreement for default. Termination will be effected by serving a notice of termination on Metro setting forth the manner in which Metro is in default. Metro will be paid only the Agreement price for services performed in accordance with the manner of performance set forth in this Agreement.

If it is later determined by TriMet that Metro had an excusable reason for not performing, such as a strike, fire, flood, or events that are not the fault of, or are beyond the control of Metro, TriMet may establish a new performance schedule and allow Metro to continue work, or treat the termination as a termination for convenience.

- H. Termination by Mutual Agreement. TriMet and Metro, by mutual agreement, may terminate this Agreement at any time and for any reason.
- I. Maintenance of Records. Metro shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Metro shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Metro's performance. Metro acknowledges and agrees that TriMet and FTA shall have access to such fiscal records and other books, documents, papers, plans, and writings that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. Metro also acknowledges and agrees that it shall retain such documents for a period of three years after termination of this Agreement, or such longer period as may be required by applicable law. In the event of, any audit, controversy or litigation arising out of or related to this Agreement, Metro shall retain such documents until the conclusion thereof. J. Audit and Inspection of Records. Metro shall permit the authorized representatives of TriMet, the United States Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of Metro relating to its performance under this Agreement. TriMet shall be responsible for all auditing costs.
- K. Documents. All records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models that are prepared or developed in connection with this Agreement will become public property. All design drawings and documents prepared by Metro staff under this Agreement will be the property of TriMet. Nothing herein will prevent Metro from retaining original design drawings and providing reproducible copies to TriMet.
- L. Relationship of Parties. Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee, or contractor of one Party shall be deemed to be an employee, agent or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture, or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- M. No Third-Party Beneficiary. Except as set forth herein, this Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this Agreement gives or will be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless such third parties are expressly described as intended to be beneficiaries of its terms.
- N. Compliance with Laws. The Parties shall comply with all Federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, to the extent applicable, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530, and 279C.580, which are hereby incorporated in their entirety by reference.

Without limiting the generality of the foregoing, the Parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of Federal and state civil rights and rehabilitation statutes, rules, and regulations.

- O. Oregon Law, Dispute Resolution and Forum. This Agreement is to be construed according to the laws of the State of Oregon. TriMet and Metro shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within fourteen (14) calendar days, the Parties are free to pursue any legal remedies that may be available. Any litigation between Metro and TriMet arising under this Agreement or out of work performed under this Agreement will occur, if in the state courts, in the Multnomah County Circuit Court, and if in the Federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.
- P. Assignment. Neither TriMet nor Metro may assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other.
- Q. Interpretation of Agreement. This Agreement will not be construed for or against any Party by reason of authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and may not be used in constructing or interpreting this Agreement.
- R. Entire Agreement; Modification; Waiver. This Agreement and attached Exhibits constitute the entire agreement between the Parties on the subject matter hereof and supersede all prior or contemporaneous written or oral understandings, representations, or communications of every kind. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No course of dealing between the Parties and no usage of trade will be relevant to supplement any term used in this Agreement. No waiver, consent, modification, or change of terms of this Agreement will bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement will not constitute a waiver by a Party of that or any other provision.
- S. Severability/Survivability. If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless will remain in full force and effect and the illegal or unenforceable provision will be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.

**METRO**

**TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT  
OF OREGON**

By: \_\_\_\_\_  
Michael Jordan, Chief Operating Officer

By: \_\_\_\_\_  
Neil McFarlane, Executive Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Approved as to form:**

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Metro Attorney

**Approved as to form:**

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TriMet Legal Department



**PORTLAND TO LAKE OSWEGO TRANSIT CORRIDOR  
DRAFT ENVIRONMENTAL IMPACT STATEMENT – LOCALLY PREFERRED ALTERNATIVE  
INTERGOVERNMENTAL SERVICES AGREEMENT**

**Exhibit A**

**Task 1. Preparation of the Draft Environmental Impact Statement (DEIS):** Metro will provide a lead role and support the Project Manager through the preparation of the DEIS. Metro will provide strategic advice regarding the environmental process; coordinate with the Federal Transit Administration (FTA) reviews and approvals; provide transportation modeling products required for the environmental process; coordinate the public information process; and provide quality assurance and quality control (QA/QC) through the preparation of the DEIS.

**Timeframe:** April 1, 2009 through October 31, 2009

**Estimated Cost:** \$578,959

**Task 2. DEIS Publication, Public Outreach and Initiation of the New Starts Application:** Metro will provide review and QA/QC for the environmental analysis and publication of the DEIS; provide strategic advice, coordination and participation through the public outreach supporting the DEIS; provide coordination with FTA review and approvals; and provide transportation modeling support in preparation of the New Starts submittal to FTA.

**Timeframe:** November 1, 2009 through March 31, 2010

**Estimated Cost:** \$432,913

**Task 3. Public Comment Period, Locally Preferred Alternative (LPA) Adoption Process and New Starts Submittal:** Metro will provide support during the public comment period after the publication of the DEIS; provide support and participate in the LPA adoption process; and provide support for the New Starts submittal to FTA to enter preliminary engineering.

**Timeframe:** April 1, 2010 through June 30, 2010

**Estimated Cost:** \$237,968

**Total: \$1,249,840**

**PORTLAND TO LAKE OSWEGO TRANSIT CORRIDOR  
DRAFT ENVIRONMENTAL IMPACT STATEMENT – LOCALLY PREFERRED ALTERNATIVE  
INTERGOVERNMENTAL SERVICES AGREEMENT**

**Exhibit B**

**Staffing Plan and Budget**

The following staffing plan and budget details an estimate of Metro's expenditures in support of the DEIS for the Portland to Lake Oswego Transit Corridor Draft Environmental Impact Statement – Locally Preferred Alternative Project ("Project"):

Staffing Plan and Billing Rates

	Estimated	Hourly Billing Rates	
Task / Job Classification	FTE	Minimum	Maximum
Policy and Project Management - FTA and Council Liaison			
Policy Advisor II	0.0125	\$125.61	\$182.15
Director	0.0125	\$125.61	\$182.15
Deputy Director	0.1250	\$114.19	\$165.59
Transit Project Manager II	0.3750	\$94.38	\$136.85
Alternative development, NEPA review, document preparation			
Principal Transportation Planner	1.1625	\$65.27	\$87.37
Senior Transportation Planner	1.1625	\$62.21	\$83.22
Graphics/GIS production			
Associate Transportation Planner	0.6250	\$53.77	\$71.93
Transportation Research & Modeling			
Manager II	0.0600	\$86.85	\$123.36
Manager I	0.3125	\$78.96	\$112.14
Principal Transportation Modeler	0.1900	\$65.27	\$87.37
Senior Transportation Modeler	1.1200	\$62.21	\$83.22
Senior Transportation Planner	1.3750	\$62.21	\$83.22
Public Involvement and Outreach			
Manager I	0.3100	\$78.96	\$112.14
Associate Public Involvement Specialist	1.2475	\$48.74	\$65.27
Administration			
Senior Management Analyst	0.1625	\$53.77	\$71.93
Administrative Specialist II	1.0000	\$32.97	\$44.06

Project Budget

Professional and Technical	\$ 1,189,840.00
Materials and Services*	\$ 60,000.00
<b>Total Agreement</b>	<b>\$ 1,249,840.00</b>

\*Materials and Services include, but are not limited to, printing, travel (FTA meetings), and public outreach expenses (public outreach expenses may include modest refreshments; such refreshments will include only non-alcoholic beverages and light snacks).

## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 09-4040, FOR THE PURPOSE OF AUTHORIZING THE CHIEF OPERATING OFFICER TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS ESTABLISHING THE ROLES, RESPONSIBILITIES, AND FUNDING FOR THE JOHNS LANDING REFINEMENT STUDY AND DRAFT ENVIRONMENTAL IMPACT STATEMENT FOR THE LAKE OSWEGO TO PORTLAND TRANSIT PROJECT

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Date: March 18, 2009

Prepared by: Ross Roberts, 503.797.1752  
Bridget Wiegart 503.797.1775  
Jamie Snook 503.797.1751

## BACKGROUND

### Previous Council Actions

The Lake Oswego to Portland Transit and Trail Alternatives Analysis was initiated in July 2005 by Metro and the cities of Lake Oswego and Portland, Clackamas and Multnomah Counties, TriMet and the Oregon Department of Transportation (ODOT). The project was funded by Federal Transit Administration (FTA) grants and local matching funds. The alternatives analysis was identified in the 2004 Metro Regional Transportation Plan (RTP) as a priority for the development of high capacity transit as way to improve mobility in the highly congested and constrained corridor. The Lake Oswego to Portland Transit Corridor *Draft Environmental Impact Statement* (DEIS) follows this two and half year transit and trail alternatives analysis process.

On December 13, 2007, the Metro Council approved alternatives to advance for further study in an environmental analysis. The alternatives included enhanced bus, streetcar and no-build alternatives as well as recommendations on actions to advance a bicycle and pedestrian trail in the corridor; work tasks related to refining streetcar alignments through Johns Landing; and steps to secure funding for the environmental analysis. The following actions have been taken pursuant to the Metro resolution:

- On April 16, 2008 the FTA published a *Notice of Intent to Prepare a Draft Environmental Impact Statement* for the project in the *Federal Register*. This action put the project under the umbrella of the National Environmental Policy Act (NEPA), and ensured that the work done in the Alternatives Analysis to narrow alternatives would be part of the NEPA documentation for the project.
- Metro and our project partners initiated the Johns Landing Refinement Study in December 2008. The purpose of the study is to refine and potentially narrow the streetcar alignments through the Johns Landing neighborhood. Potential new streetcar alignments are being developed to avoid impacts created by the proximity of the Willamette Shore Line (WSL) right-of-way to residences in a portion of the Johns Landing neighborhood. The technical design and cost estimating work is anticipated to be completed by June 2009, prior to the start of the DEIS.
- The Lake Oswego to Portland Trail Refinement Study began in March 2009 and is estimated to be completed in April 2009. The trail refinement study will fall into three main tasks: 1) a technical evaluation of alignment options; 2) stakeholder involvement; and 3) an action plan/next steps to move the trail forward including phasing and funding sources.

- Additionally, prior to the start of the Lake Oswego to Portland Transit Project (Project) DEIS, the City of Lake Oswego has expressed a desire to narrow the range of terminus options in Lake Oswego. This work will be completed by June 2009 to support the DEIS.

The Lake Oswego to Portland Transit Project (Project) DEIS is a multi-jurisdictional effort to bring high quality transit service to the Lake Oswego to Portland transportation corridor. TriMet, Metro, the cities of Lake Oswego and Portland, Multnomah and Clackamas counties, ODOT and Portland Streetcar, Inc. (PSI) (the Project Partners) are working together in the development of federally-required environmental analyses and reports, preliminary engineering and public outreach associated with the project.

### **Current Context for Expediting the Project**

Metro had planned and budgeted for the Lake Oswego to Portland Transit Project to move forward as the regions next transit priority after the Portland to Milwaukie Light Rail Project and the Columbia River Crossing Project, as a Metro-led project Metro's staff were programmed to start work on the Lake Oswego to Portland DEIS after they completed the Portland to Milwaukie Light Rail Project *Final Environmental Impact Statement* (FEIS), approximately nine months from now.

Given anticipated changes to FTA's funding programs and the possibility of a new category of funding to build streetcar projects that would be separate and distinct from the existing New Starts and Small Starts programs, it became apparent to some of our project partners that the project could benefit from these funds if a DEIS and Locally Preferred Alternative could be completed about the same time as the new surface transportation bill is passed by Congress, projected to be around the end of calendar 2009. The need to expedite the project and the workload of TriMet and Metro staff from the Milwaukie LRT and Columbia Crossing project FEIS documents meant that a new model of project delivery needed to be developed that relies more heavily on the private sector. Project consultants will be expected to shoulder a greater burden in the overall process of preparing the environmental documentation for the Project.

Within this streamlined process, the consultant team will report to, and be coordinated by an independent Project Manager. TriMet, as the procuring agency, will retain primary responsibility for contract compliance between TriMet and the selected contractors. Metro will have substantive involvement in the overall environmental review process as the lead agency for such work in the Portland Region. However, Metro's primary roles will be to: a) provide overall strategic advice to the Project Team regarding the environmental process; b) work with TriMet in coordinating FTA reviews and approvals; c) provide all transportation modeling products required for the Project; d) coordinate the public information process for the project; and e) provide quality assurance and quality control (QA/QC) for the work performed by the environmental consultants.

Through this Intergovernmental Agreement between the Project Partners they have agreed on a project structure meant to support the multi-jurisdictional nature of the project and a commitment to expedite the process for preparation of environmental documentation and funding approvals for the project in order to capture potential, near-term funding opportunities.

### **ANALYSIS/INFORMATION**

Typically during this phase of the project, Metro would have the role as contracting agency and a greater portion of the work would be done in-house. With this agreement, the Project Partners have agreed to both start the project earlier than originally scheduled and allow for contractors to perform more of the work. Additionally, TriMet would act as the contracting agency and the Project Management role would be outsourced to contractors. Metro would provide a leadership role in overall strategy for the environmental analysis and public outreach, coordination with FTA and quality control and quality assurance. Metro would allocate about half of the staff than would be typical.

Metro has a number of strong interests that our staff will work to forward through this process:

- Metro has a strong interest in developing a project that meets all appropriate FTA funding program requirements and which maintains Metro's successful 25-year working relationship with the FTA;
- Metro has a strong interest in being positioned to pursue High Capacity transit according to the 30-year plan to be adopted in summer 2009. Implementation of the plan will rely heavily on strong relationships with FTA and local jurisdictions.
- Metro has strong interests in the regional, multi-jurisdictional nature of this project that would connect the Portland Central City to the Lake Oswego Town Center as designated in the Region 2040 Growth Concept;
- Metro has a strong interest in attaining the substantial regional benefits that could occur with this project including creation of a continuous high quality pedestrian and bicycle trail through the corridor, improved transit travel time and reliability, improved transit operating efficiency and reduced operating costs, and realization of the substantial economic development potential in Johns Landing and downtown Lake Oswego.
- Metro will complete specific work program elements as set forth in Exhibit B of this resolution, and will provide direction to the Project to ensure the following: a) that all FTA program requirements are met and that Metro's successful relationship and partnership with FTA is maintained; b) that all requirements of the NEPA are met by providing strategic advice and providing quality assurance and quality control (QA/QC) services to the Project ; c) that FTA funding and environmental reviews and approvals are obtained by working closely with TriMet; d) that all transportation modeling products required for the Project are of high quality and are produced in a timely manner in compliance with FTA requirements; and e) that the public involvement process for the project is open, transparent and complies with all applicable FTA requirements.

At the conclusion of the process, after receiving recommendations from the other Project Partners, Metro Council will hold a formal public hearing and select a Locally Preferred Alternative (LPA).

### **Legal Antecedents**

The proposed action, initiating a DEIS in the Lake Oswego to Portland Corridor would fall under the jurisdiction of the National Environmental Policy Act (NEPA) and would be undertaken in accordance with FTA policies, guidance and rules. Furthermore, there are several Metro Council resolutions that provide legal antecedents including the following:

**Resolution No. 86-715** For the Purpose of Entering Into an Intergovernmental Agreement and Expending Funds to Preserve the Southern Pacific Right-of-Way (Jefferson Street Branch) Between Portland and Lake Oswego.

**Resolution No. 05-3569** For the Purpose of Confirming Metro Council Representatives to the Eastside and Portland/Lake Oswego Transit Alternatives Analysis Steering Committee and Identifying Other Representative Categories to the Committee.

**Resolution No. 05-3647** For the Purpose of Approving a Consultant Services For the Lake Oswego to Portland Transit Alternatives Analysis.

**Resolution No. 07-3887A** For the Purpose of Identifying Alternatives to Advance into a Draft Environmental Impact Statement for the Portland to Lake Oswego Corridor Transit Project.

**Budget Impacts**

The Project Partners have agreed to allocate \$465,355, through the five-party IGA, directly to Metro to complete the Johns Landing Refinement Study. The five party IGA also includes proposed Project Funding Plan of \$5,586,000 to pay for the DEIS process, the selection of the LPA, and the FTA application process needed to begin Preliminary Engineering. However, the \$5,586,000 is conditioned upon the allocation of Federal fiscal year 2012-13 regional flexible transportation funds through the Metro allocation process.

The DEIS-LPA Services IGA includes \$1,249,840 to be allocated to Metro to complete the DEIS and provide professional services as described above.

In addition to these two IGAs, the Project Partners have also agreed to pursue an additional \$4,000,000 in federal funding to pay for Preliminary Engineering and continue the Project development process.

**RECOMMENDED ACTION**

The recommended action for the Metro council is to approve Resolution 09-4040, For The Purpose of Authorizing the Chief Operating Officer to Enter in to Intergovernmental Agreements Establishing the Roles, Responsibilities, and Funding for the Johns Landing Refinement Study and Draft Environmental Impact Statement providing for the entry by Metro into the following intergovernmental agreements:

- Approval of the Intergovernmental Agreement between TriMet, Metro, City of Lake Oswego, Clackamas County and City of Portland for the Portland Lake Oswego Transit Corridor Project, as agreed to by Project Partners, to allow the project to move forward with the completion of the Lake Oswego to Portland Transit Project completion of the Draft Environmental Impact Statement (DEIS) and the Federal Transit Administration (FTA) approval to enter into and commence preliminary engineering (PE).
- Approval of the PORTLAND TO LAKE OSWEGO TRANSIT CORRIDOR DRAFT ENVIRONMENTAL IMPACT STATEMENT – LOCALLY PREFERRED ALTERNATIVE INTERGOVERNMENTAL SERVICES AGREEMENT outlining the agreement between TriMet and Metro regarding funding for Metro to assist with the DEIS, provide transportation modeling, coordinate with FTA, coordinate the public information process, and provide quality assurance and quality control (QA/QC) for the duration between April 1, 2009 and June 30, 2010.