

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ENTERING INTO AN ) RESOLUTION NO. 93-1866  
INTERGOVERNMENTAL AGREEMENT WITH )  
OREGON PARKS AND RECREATION ) Introduced by: Rena Cusma,  
DEPARTMENT TO BEGIN THE BURLINGTON ) Executive Officer  
NORTHERN RAILS TO TRAILS FEASIBILITY )  
STUDY )

WHEREAS, The Greenspaces Program highlights the importance of trails and greenways planning, coordination, right-of-way acquisition and development; and

WHEREAS, The Greenspaces Master Plan, adopted in July 1992, includes a chapter on regional trails with specific goals and objectives, including the establishment of a regional system of trails (e.g., land based trails, river trails and rails to trails conversions); and

WHEREAS, The Burlington Northern Railroad Company has notified the State of Oregon and federal Interstate Commerce Commission (ICC) of rail lines that it anticipates will be abandoned during the next three years; and

WHEREAS, One of the potential rail abandonments stretches from United Junction, which is just north of the Sauvie Island Bridge, via Cornelius Pass to Beaverton; and

WHEREAS, Two additional segments slated for potential abandonment stretch from Bowers Junction west to Banks; and from Beaverton west to Forest Grove; and

WHEREAS, This rails to trails corridor connects regionally significant natural areas and parks such as Forest Park, Multnomah Channel and Willamette River shoreline, recreational areas on Sauvie Island, Rock Creek, Tualatin Nature Park, and the Banks-Vernonia Trail/Linear Park; and

WHEREAS, This rails to trails corridor provides opportunities to link the cities of Portland, Beaverton, Hillsboro, Cornelius, Forest Grove, Banks, Vernonia, Scappoose and St. Helens; and

WHEREAS, This potential rails to trails corridor has been identified and mapped in the Greenspaces Master Plan as regionally significant;

WHEREAS, Metro's Regional Trails and Greenways Working Group, Greenspaces Technical and Policy Advisory Committees have identified the Burlington Northern Rails to Trails project as a priority trail corridor for the region and have recommended that the feasibility study proceed; and

WHEREAS, The Oregon Parks and Recreation Department requested in the summer of 1993 that Metro take the lead role in carrying out a Burlington Northern Rails to Trails Feasibility Study; and

WHEREAS, The Oregon Parks and Recreation Department will provide \$15,000 and staff assistance towards the completion of the feasibility study; and

WHEREAS, Multnomah County Park Services, Washington County, Tualatin Hills Park and Recreation District, Portland Parks and Recreation Bureau, and the National Park Service have offered either financial assistance and/or in-kind services for the feasibility study; now, therefore,

BE IT RESOLVED,

That Metro enter into an Intergovernmental Agreement with the State of Oregon Parks to complete a feasibility study on the Burlington Northern Rails to Trails project between United Junction and Beaverton, and from Bowers Junction west to Banks, and from Beaverton west to Forest Grove. The scope of work of the study is detailed in Exhibit A hereto.

ADOPTED by the Metro Council this 23rd day of December, 1993.

  
\_\_\_\_\_  
Judy Wyers, Presiding Officer

**INTERGOVERNMENTAL AGREEMENT  
BURLINGTON NORTHERN LINE  
RAILS TO TRAILS FEASIBILITY STUDY**

This Agreement, dated this \_\_\_\_\_ day of November, 1993 is by and between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, with a mailing address of 600 N.E. Grand Avenue, Portland, Oregon 97232-2736 and the state of Oregon Parks and Recreation Department, with a mailing address of 525 Trade St. S.E. Salem, Oregon, 97310; hereinafter referred to as the "OPRD."

**WITNESSETH;**

**WHEREAS**, OPRD desires a rails to trails feasibility study (Phase I) for the Burlington Northern Railroad Line between United Junction in Multnomah County to the city of Beaverton in Washington County, and from Bowers Junction west to Banks, and from Beaverton west to Forest Grove, in accordance with "Exhibit A - Scope of Work," which is attached and incorporated into this Agreement by reference; and

**WHEREAS**, a coalition of public agencies, nonprofit organizations and citizens have pledged \$42,500 in funding and staff assistance for a cooperative group effort, and established a Burlington Northern Rails to Trails Study Working Group/Advisory Committee, all of which is detailed in "Exhibit A - Scope of Work," attached; and

**WHEREAS**, Metro's Greenspaces Master Plan and trails work program list the above cited rail corridor as a priority work task, OPRD has requested and Metro is willing to assume the lead role in pursuing the Burlington Northern Rails to Trails Feasibility Study; now, therefore,

**IN CONSIDERATION** of those mutual interests and based upon the terms and conditions contained herein, the parties agree as follows:

1. **DURATION:** This agreement shall be effective from the date of its approval by both parties and shall remain in effect for a period of twelve (12) months or until the completed study is accepted by both parties and finally presented to the Group/Advisory Committee.

2. **SCOPE OF WORK:** Both parties shall provide the funding, pursue the work tasks, and secure the products by and through the project managers identified hereinbelow.
3. **AUTHORITY & RESOURCES:** Both parties certify that they have the authority to execute this agreement and sufficient funds, forces, and other resources available and authorized to finance and accomplish the tasks outlined in "Exhibit A - Scope of Work," attached.
4. **PROJECT MANAGER AUTHORITY:**
  - A. The OPRD Project Manager shall be Pete Bond, Trails Coordinator, or other such person as shall be designated in writing by OPRD. The OPRD Project Manager is authorized to carry out all OPRD actions referred to herein.
  - B. The Metro Project Manager shall be Mel Huie, Greenspaces Program Manager or other such person as shall be designated in writing by Metro. The Metro Project Manager is authorized to carry out all Metro actions referred to herein.
5. **LIABILITY AND INDEMNIFICATION:** Both parties shall indemnify for, and hold the other harmless from, all claims arising out of it's negligent or intentional misconduct or that of its officers, employees, or agents. It shall be liable to the other for any damage to the other's property or injury to the other's officers, employees or agents caused by its negligent or intentional misconduct subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.

Both parties shall protect, defend and hold the other harmless from and indemnify for any and all liability settlements, losses, costs and expenses in connection with any action, suit or claim resulting from its negligent errors, omissions or acts performed pursuant to this Agreement subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.
6. **WORKERS' COMPENSATION:** Both parties and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires Workers' Compensation coverage for all subject workers.
7. **MAINTENANCE OF RECORDS:** All records relating to the Scope of Work shall be maintained on a generally recognized accounting basis and both parties shall have the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained for at least three years after project completion.
8. **PUBLIC 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 project shall become public property.

9. **PROJECT INFORMATION:** Both parties shall share all project information and fully cooperate with one another on all aspects of the project including actual or potential problems or defects. All project news shall be issued jointly or with the other's consent.

10. **TERMINATION FOR DEFAULT:** Either party may be deemed to be in default if it fails to comply with any provisions of this Agreement or if its progress in performance of its obligations is so unsatisfactory that continuation of the project created by this Agreement is seriously impaired. Prior to termination under this provision, the aggrieved party shall provide written notice of the specific act of default and allow thirty (30) days within which to cure the defect. In the event the defect is not cured within that period, the aggrieved party may terminate all or any part of this Agreement.

The party deemed in default shall be liable to the aggrieved party for all reasonable costs and damages incurred as a result of the termination for default.

If, after notice of termination, the parties agree or a court finds that there was no default or that circumstances were beyond the defending party's control, the parties may allow the work to continue or treat the incident as a termination for convenience, in which case the rights of the parties shall be the same as if the termination had been for convenience.

11. **TERMINATION FOR CONVENIENCE:** Either party may terminate all or part of this contract upon determining that termination is in the public interest. Termination under this paragraph shall be effective upon delivery of the written notice of termination.

12. **NONDISCRIMINATION:** During the term of this Agreement, both parties shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

13. **ADHERENCE TO LAW:** Both parties shall comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions required to be included in public contracts including but not limited to all federal and state civil rights and rehabilitation statutes, rules and regulations are hereby included and incorporated by reference.

14. **LITIGATION:** In the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court.

15. **INTEGRATION:** This Agreement contains the entire, complete and final working

Agreement between the parties and supersedes all prior written or oral discussions or agreements related to the development and pursuit of this project.

16. **AMENDMENT PROVISION:** The terms of this Agreement may only be amended by mutual agreement in writing and signed by the parties.
17. **ASSIGNMENT:** Neither party may assign, delegate, or subcontract for performance of any of its responsibilities under this Agreement, other than already provided for within this Agreement without the prior written consent of both Project Managers.
18. **SEVERABILITY:** Should any provision of this agreement be found illegal or unenforceable by a court of proper jurisdiction, the offending provision shall be stricken, but the balance of this agreement will nevertheless remain in full force and effect.
19. **PUBLIC LAW:** Both parties shall comply with all relevant laws of the state of Oregon and to the extent those laws shall apply to this agreement they are hereby specifically incorporated by reference.
20. **LAW OF OREGON:** This Agreement shall be governed by the laws of the state of Oregon, and the parties agree to submit to the jurisdiction of the courts of the state of Oregon.

STATE OF OREGON  
PARKS & RECREATION DEPT.

METRO

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
Metro General Counsel

## EXHIBIT A

### BURLINGTON NORTHERN RAILROAD LINE RAILS TO TRAILS FEASIBILITY STUDY

#### I. AGREEMENT

It is agreed that Oregon State Parks and Recreation Department (OPRD) will enter into an agreement with Metro for the purpose of conducting a rails to trails feasibility study (Phase I) of the Burlington Northern Railroad Line between United Junction in Multnomah County (just north of the Sauvie Island Bridge) to the city of Beaverton in Washington County. The segment is 15.27 miles long. The Burlington Northern Railroad Company has notified the State of Oregon and the federal Interstate Commerce Commission (ICC) of an anticipated abandonment of this segment. If abandonment is sought an application will be filed by the Burlington Northern Railroad Company with the ICC by June 1, 1996.

Metro will serve as lead agency for the feasibility study (Phase I) and serve as project manager; administer all contracts related to the study; provide staff time on research, planning activities, local government coordination and citizen involvement activities; provide Geographic Information System (GIS) mapping support and data analysis; provide for printing of final reports; and contribute up to \$15,000 toward Phase I tasks of the feasibility study. Metro will also facilitate and serve on a Burlington Northern Rails to Trails Advisory Committee, and Contract Selection Committee to hire consultants.

OPRD will contribute at least \$15,000 toward Phase I and Phase II of the feasibility study. Funds will be advanced to Metro within thirty (30) business days of the signing of this agreement. OPRD will participate on the Advisory Committee and Contract Selection Committee related to Phase I tasks. OPRD staff and/or its representatives will attend planning meetings and public workshops and outreach efforts with Metro representatives. OPRD will provide other research resources, as needed.

The feasibility study (Phase I) will be funded through cash contributions and/or in-kind services by the following jurisdictions:

- Oregon State Parks and Recreation Department
- Multnomah County Park Services
- Washington County Land Use and Transportation and/or Support Services Department
- City of Portland Parks and Recreation Bureau
- Tualatin Hills Park and Recreation District
- Metro
- National Park Service (in-kind assistance)

Each jurisdiction which contributes funds and/or staff time will have the opportunity to serve on the Advisory Committee and Contract Selection Committee to be established. Citizen representation on the Advisory Committee will be required. Appointments to the two committees will be made by the Chair of the Greenspaces Policy Advisory Committee (Metro Councilor Richard Devlin).

Planning recommendations will be made by members of the Advisory Committee and forwarded to Metro. Metro's Greenspaces Regional Trails and Greenways Working Group, Greenspaces Technical and Policy Advisory Committees will then review recommendations and forward their comments to the Metro Planning Committee and full Council.

**Note:** Metro will proceed to meet all obligations related to the Burlington Northern Railroad Line: Rails to Trails Feasibility Study (Phase I). The Burlington Northern Master Plan (Phase II) is listed as a later project which will be undertaken, but only after a final budget is determined, and adequate funding and staff resources secured.

## **II. SCOPE OF WORK: FEASIBILITY STUDY (Phase I)**

### **Background**

There is an increasing demand for recreational and bicycle trails throughout the state. This need is amplified in the high growth, high population areas of the Portland metropolitan region. Extensive trails such as the Willamette Greenway, 40-mile loop, and the Springwater Corridor have and are being developed in the central and eastern portions of the metropolitan area. Regionally significant trail opportunities west of Portland have not been developed to-date except for the 21-mile long Banks-Vernonia Rails to Trail, located 25 miles west of Portland. This trail, developed from an abandoned railroad right-of-way, links the communities of Banks, located in Washington County, and Vernonia in Columbia County.

Metro, OPRD, Washington County, Columbia County, Tualatin Hills Park & Recreation District, and the Greenway to the Pacific Study have developed schematic plans to create an extensive network of trails and greenways west of Portland. These proposed trails would connect Portland to the population centers of Beaverton, Hillsboro and Forest Grove, and ultimately to the Pacific coast.

OPRD has proposed a 120-mile loop west of Portland which would establish a trail from Portland to Banks, north to Rainier and return south along the established bicycle/pedestrian trail along Highway 30 to Portland. Portions of this proposed trail loop are included in the Portland to the Pacific Greenway Study and in Metro's Greenspaces Master Plan and regional trails program.

Recently, Burlington Northern Railroad has initiated the abandonment process to relinquish several railroad corridors. The corridor most likely to be abandoned is the 15.27-mile corridor west of Portland between United Junction which is just north of the Sauvie Island Bridge to Beaverton. Two additional segments slated for potential abandonment include: Bowers Junction west to Banks; and Beaverton west to Forest Grove. These two segments cover approximately 21 miles. The railroad company has until June 1, 1996, to apply to the Interstate Commerce Commission (ICC) for official abandonment. This corridor has been identified in Metro's Greenspaces Master Plan and in the Oregon State Parks Master Plan as regionally significant and should be eventually developed into a trail.



It may be possible to acquire this railroad right-of-way for trail use under the 1983 federal rail banking law. Rail banking is a voluntary agreement reached between the railroad company and a trail-managing agency to dedicate a rail corridor no longer in service for interim trail use. The line could be then be reactivated for rail use sometime in the future. (The Springwater Corridor is a rails to trails project following this rail banking scenario.)

The federal Intermodal Surface Transportation Efficiency Act (ISTEA) Enhancement funds could possibly be available for the preservation and development of the rail right-of-ways. Funding for acquiring and developing the Springwater Corridor came from ISTEA funds.

### **Purpose of this Study**

The purpose of this study is to evaluate the trail potential of the railroad right-of-way corridor and the feasibility of acquiring the corridor for recreational uses and alternative transportation uses (possibly commuting purposes in the urban segments of corridor between Beaverton and Hillsboro). Specifically, Phase I of the study is intended to gather sufficient information to determine the feasibility of converting this railroad right-of-way into a recreational and alternative transportation trail. Based upon the conclusions of Phase I, Phase II tasks would be carried out. Phase II of this study is intended to provide a master plan, management plan, and public participation and acquisition strategy necessary to facilitate the development of the trail.

### **PHASE I - TASKS (If current funding does not cover all of these activities, Metro and OPRD will jointly agree upon which tasks should be deferred)**

- A. Provide an inventory of all structures including culverts, trestles, bridges and tunnels within the right-of-way corridor. Provide a report certified by a professional engineer which assesses the condition, expected life and replacement and/or maintenance costs of each structure.
- B. Identify potential hazardous wastes or environmental hazards that may be present in the right-of-way.
- C. Identify natural and cultural resource opportunities and constraints including jurisdictional wetlands and the presence of any plant or animal species listed or proposed for listing under the state or federal endangered species acts which would impair trail development. Identify any anthropological sites and historical buildings and/or structures in the right-of-way.
- D. Provide a clear delineation of existing jurisdictional boundaries which overlay the right-of-way corridor.
- E. Identify all utilities and easements in the corridor.
- F. Provide estimates of demand and potential use for a trail and greenway corridor within this railroad right-of-way.
- G. Provide an assessment of land use compatibilities given the existing zoning and overlay districts and provide recommendations of needed zone changes or permits

needed should the right-of-way be converted into a trail for non-motorized vehicles. Identify any areas of concern.

- H. Identify potential use conflicts including noise, pollution, traffic, aesthetics with land adjacent to the right-of-way. Provide recommendations and estimated costs of resolving the conflicts.
- I. The proposed abandonment is not intended to include the approximate 1.5-mile section between Bowers Junction and Bendemeer. Provide an analysis of the opportunities that may be available to connect that gap and provide an assessment of the feasibility of each opportunity.
- J. Provide a preliminary title report of all lands within the right-of-way corridor. The report is to contain copies of maps and copies of deeds conveying land to the railroad. The report shall also identify any potential ownership gaps in the right-of-way corridor.
- K. Identify the opportunities and analyze the feasibility of linking the right-of-way corridor into Forest Park in Portland, recreational areas on Sauvie Island, and to tie into appropriate facilities in Beaverton and the Tualatin Hills Park & Recreation District.
- L. Establish a mailing list which would include adjacent property owners, interested people, advocacy and user groups, leadership among the various jurisdictional bodies, appropriate neighborhood associations and affected businesses and agencies.
- M. Provide a benefits assessment which describes the opportunities and economic advantages this corridor could contribute to the livability and quality of life for the adjacent communities.
- N. Identify possible trail head locations.
- O. Review possible linkages to other trail systems in the region. Provide preliminary information on the feasibility and value of connections to the trail system. Specifically, address the possibilities for trail development along the Burlington Northern Line between Bower's Junction and Banks and between Beaverton and Hillsboro which may also be abandoned shortly.
- P. Facilitate meetings with the Advisory Committee which addresses the issues and components of Phase I of the contract.
- Q. Assist in citizen outreach and public involvement activities. Coordinate and facilitate public workshops and open house designed to introduce the concept of developing this rail right-of-way into trail use. Develop strategy for additional public participation. Review with input from the Advisory Committee.

**PHASE I - PRODUCTS** (If current funds do not cover all costs, Metro and OPRD will jointly agree upon which products are completed by the end of the contract and which should be deferred.)

- A. Provide a written report which clearly documents and explains the components of Phase I. The report will include maps, aerial photographs and photographs needed to explain and describe material. Metro will determine printing format.
- B. Provide an executive summary appropriate for public distribution which explains the trail opportunity and provides necessary maps and photos needed to explain. Metro will determine printing format.
- C. Provide a final presentation to the Advisory group.

#### **ESTIMATED BUDGET**

Not to exceed \$42,500.

#### **TIMELINES**

Phase I will be completed within 12 months after the signing of the Intergovernmental Agreement.

#### **PROJECT MANAGERS**

Metro: Mel Huie, Greenspaces Program

OPRD: Pete Bond, Trails Coordinator

### **III. SCOPE OF WORK: MASTER PLAN (Phase II)**

**TASKS: Develop a Master Plan for the Burlington Northern Rails to Trails Corridor**

***Please Note:*** *The following activities are critical to the development of a rails to trails project. Complete funding has yet to be secured. Metro will proceed only if adequate funds are earmarked for Phase II tasks. We are requesting that the Council approve of the specific tasks listed pending availability of funds.*

Pending availability of financial resources and staff at Metro and cooperating agencies targeted to the Burlington Northern Rails to Trails Master Plan, the following tasks will be carried out following successful completion of Phase I tasks. Excess funds (if any) from Phase I will be allocated to Phase II tasks. Fund raising and grant writing will most likely be needed to generate the funds needed to complete a master plan for this rails to trails corridor.

- A. Develop a trail master plan for the corridor. Plan will include design standards for trail development and cost estimates. Information regarding existing on-site facilities reviewed in Phase I of this contract would be incorporated into this second phase. Master plan to include identification of trail head locations. Trail head sites must provide a detailed site analysis which includes:
  - The interpretation of soils, geology and hydrology,
  - review of topography and flood levels,

- the identification of sensitive plant and animal habitats, significant vegetation, significant scenic qualities,
  - study and analyze access points,
  - identify potential drinking water sources and potential electrical supplies and phone service and the appropriate method of handling sewage,
  - review zoning and planning constraints to development,
  - review surrounding existing uses and document public opinion about site use,
  - investigate historic significance,
  - investigate restrictions or restraints on land use or development, and
  - determine development costs including land acquisition costs, if needed for trail head sites.
- B. Identify possible cultural and natural interpretive opportunities. Develop interpretive themes and strategies. Provide cost estimates of implementation.
- C. Develop management criteria to establish a mechanism to evaluate the best method to manage and acquire a right-of-way which involves multiple jurisdictions. Facilitate a workshop(s) with Advisory Committee members or their representatives to reach consensus on these issues.
- D. Develop strategies for acquisition of the land within the right-of-way.

#### **PHASE II - PRODUCTS**

- A. A written master plan of trail development and design standards and cost estimates and management strategies which address the components of Phase II. Master Plan to include maps, drawings and photographs needed to explain concepts. Metro to determine printing formats.
- B. Provide a final presentation to Advisory Committee.

#### **ESTIMATED BUDGET**

To be determined. The Springwater Corridor Master Plan will be used as a comparison.

#### **TIMELINES**

To be determined. Most likely a 12- to 18-month planning and citizen involvement process following successful completion of Phase I tasks.

#### **PROJECT MANAGERS**

Metro: Mel Huie, Greenspaces Program

OPRD: Pete Bond, Trails Coordinator

NOTICE

In accordance with the requirements of the Interstate Commerce Act, Burlington Northern Railroad Company hereby gives notice that it has amended its System Diagram Map, effective June 1, 1993, and publishes the following excerpts from the Amended System Diagram Map showing the affected line(s) of railroad identified by line index numbers in the specified county(ies).

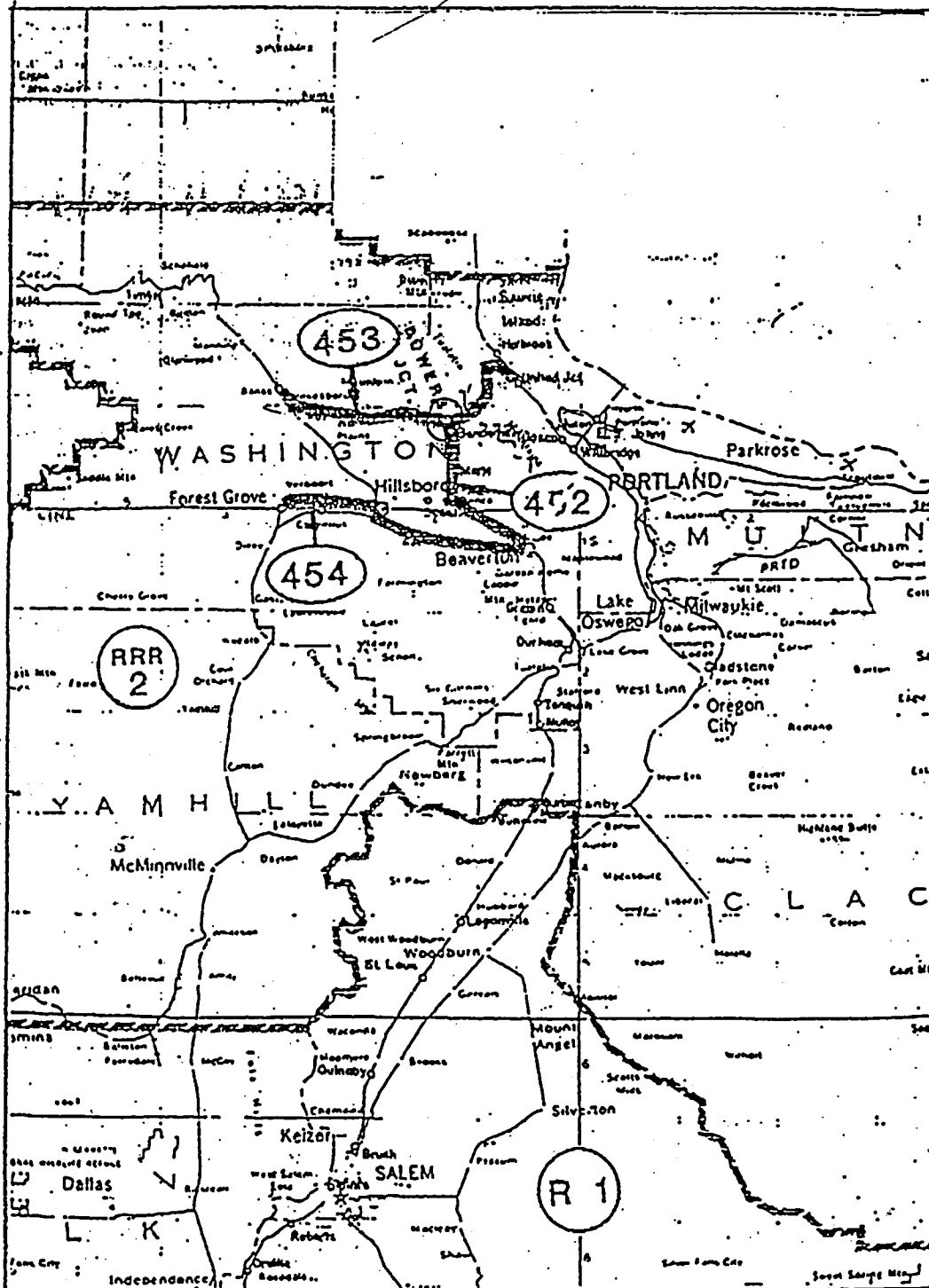
Line or portion of line which BN anticipates will be the subject of an abandonment or discontinuance application within three years of June 1, 1993 (Category 1).

Line Index No. 452: United Junction (MP 10.03) to Beaverton (MP 25.30); Washington and Multnomah Counties, Oregon (15.27 miles); Stations and Milepost Locations: Tunnel Spur—14.6, Bowers Junction—17.1, Bendemeer—18.6, Merle—20.8, Orenco Junction—21.5.

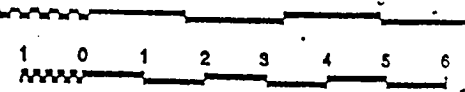
Line Index No. 453: Bowers Junction (MP 17.05) to Banks (MP 28.21); Washington County, Oregon; (11.16 miles); Stations and Milepost Locations: North Plains—22.0, Vadis—23.5, Banks—27.5.

Line Index No. 454: Beaverton (SP MP 756.84) to Hillsboro (SP MP 765.71) and (SP MP 765.57 to SP MP 745.54) Trackage Rights and Hillsboro (MP 4.63) to Forest Grove (MP 10.28); Washington County, Oregon (5.65 Total Miles Including 8.80 Miles of Trackage Rights; Stations and Milepost Locations: Hillsboro—4.7, Cornelius—7.8, Forest Grove—10.0.

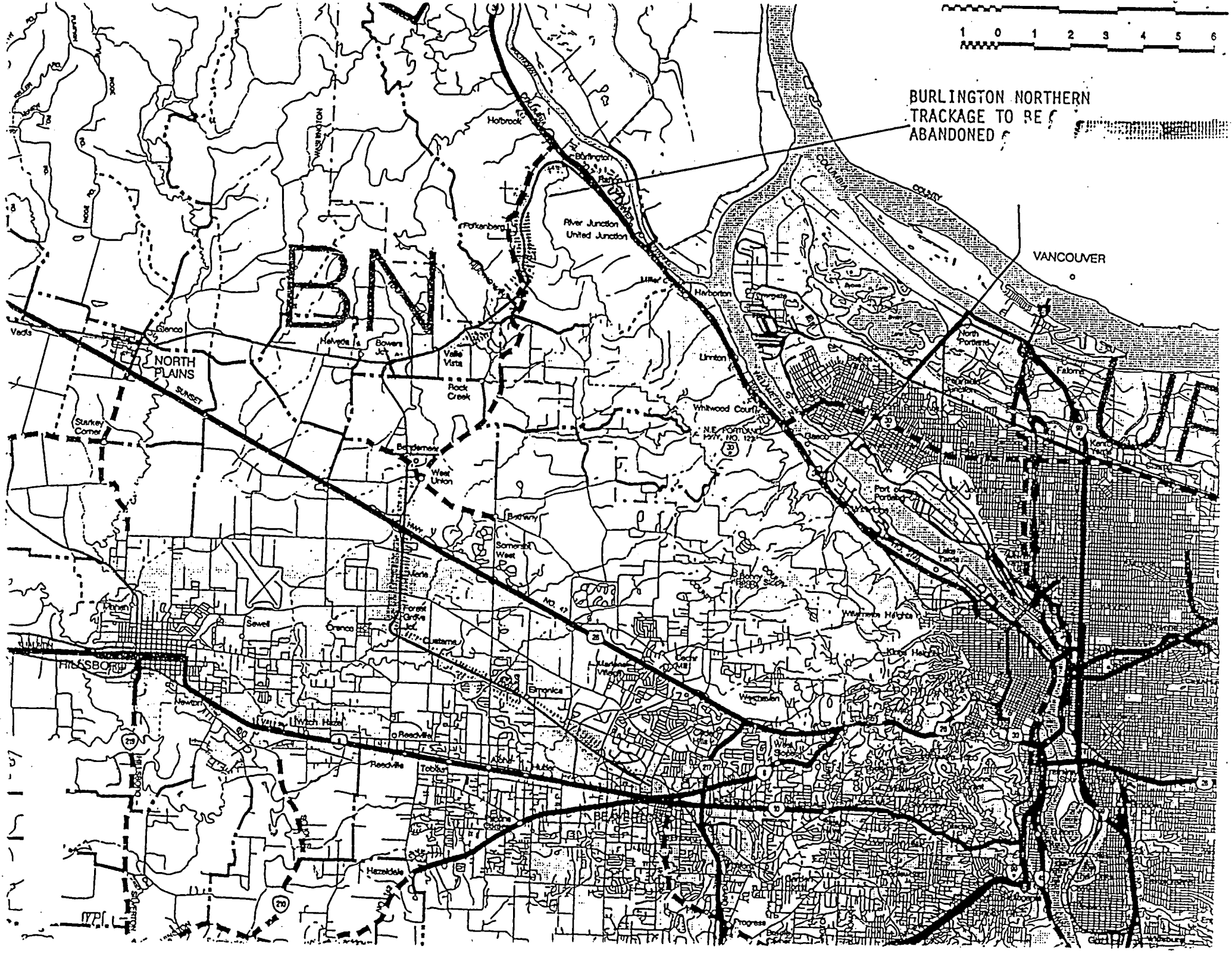
BN MAP NO. OR:37-2



Copies of the above map and other individual line maps in black and white are available upon request. Also, a booklet containing black and white maps of the entire BN system diagram map is available as is a color-coded map of the entire BN system. Maps may be obtained by addressing a request to Mr. Richard A. Batie, Manager, Franchise Development, Burlington Northern Railroad Company, 2900 Continental Plaza, 777 Main Street, Fort Worth, Texas 76102.



BURLINGTON NORTHERN  
TRACKAGE TO BE  
ABANDONED



**BNR**

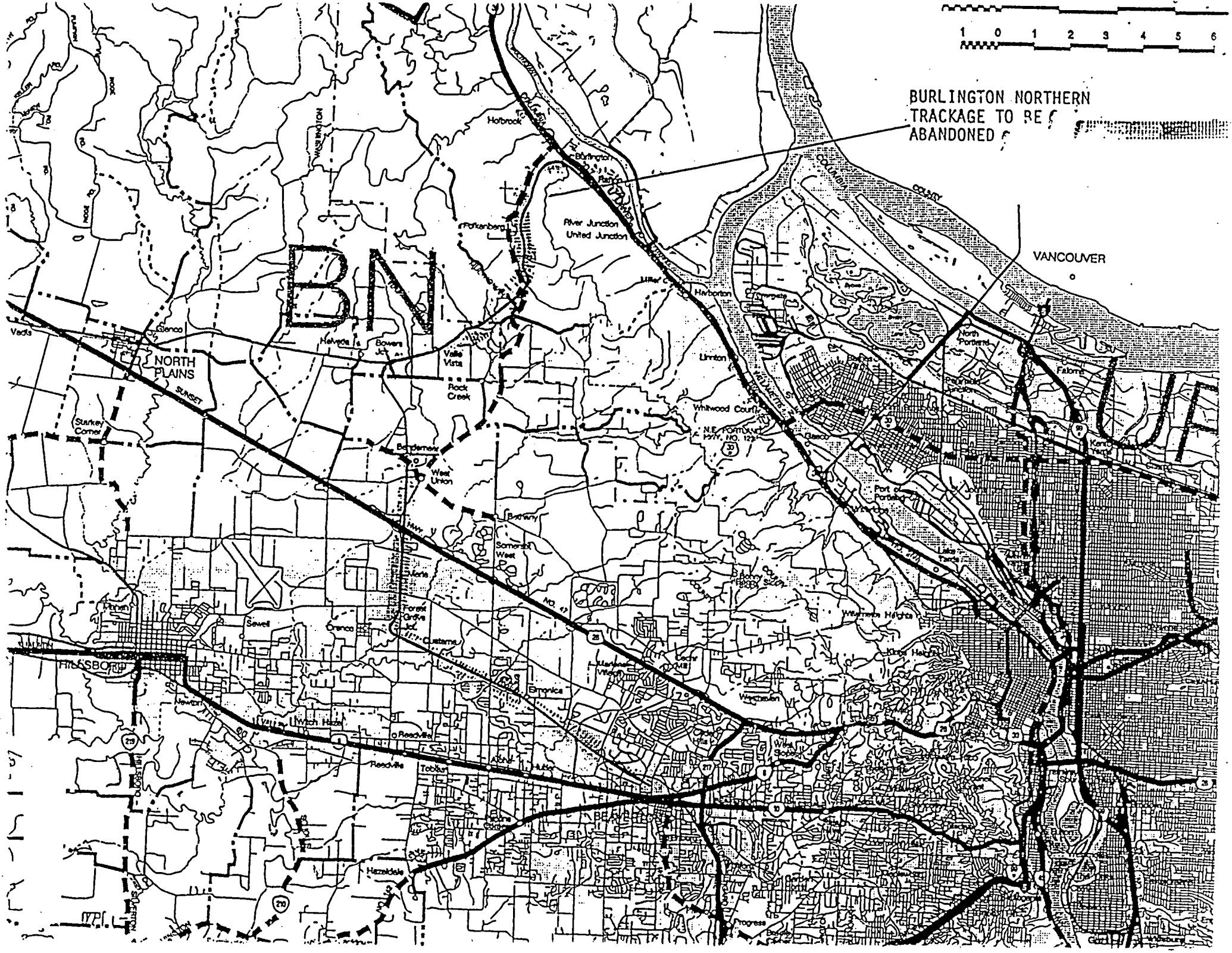
VANCOUVER

NORTH PLAINS

SUNSET

HILLSBORO

**WATER**



**STAFF REPORT**

**CONSIDERATION OF RESOLUTION NO. 93-1866 FOR THE PURPOSE  
OF ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH  
THE STATE OF OREGON PARKS AND RECREATION DEPARTMENT  
TO BEGIN THE BURLINGTON NORTHERN RAILS TO TRAILS  
FEASIBILITY STUDY**

December 14, 1993

Presented by: Mel Huie

**FACTUAL BACKGROUND AND ANALYSIS**

This Resolution would allow Metro to enter into an Intergovernmental Agreement with the State of Oregon Parks and Recreation Department (OPRD) to begin the Burlington Northern Rails to Trails Feasibility Study. The Burlington Northern Railroad Company has given notice to the federal Interstate Commerce Commission (ICC) and state of Oregon of a potential abandonment of a 15.27-mile segment from United Junction just north of the Sauvie Island Bridge to Beaverton. Two additional segments slated for potential abandonment are: a segment from Bowers Junction west to the city of Banks; and a segment from Beaverton to Forest Grove. These additional segments cover approximately 21 miles.

The potential rails to trails project would interconnect regionally significant natural areas and parks such as Forest Park, Multnomah Channel and Willamette River shoreline, recreational areas on Sauvie Island, Rock Creek, Tualatin Nature Park and the Banks-Vernonia Trail/Linear Park.

Local jurisdictions which would be connected by the proposed trail or have direct access to it include Portland, Scappoose, St. Helens, Banks, Vernonia, Forest Grove, Cornelius, Hillsboro and Beaverton. The trail would also cross Highway 26 and Highway 30, in addition to linking up to the proposed Greenway to the Pacific.

The Burlington Northern Rail (also referred to as Oregon Electric Railway) Corridor has been identified and mapped in Metro's Greenspaces Master Plan as a regionally significant future trail, and as a priority in the trails and greenways work program. OPRD requested that the Burlington Northern Rail Corridor be included in the Greenspaces Master Plan which was still being developed back in 1991.

During the summer of 1993, OPRD staff requested that Metro and its Greenspaces Program take the lead in carrying out the feasibility study. The study would be a cooperative effort among the affected public agencies, nonprofit organizations and citizens. Funding for the study would also be jointly shared. Metro's Greenspaces Master Plan and trails work program lists the rail corridor as a priority work task. Fifteen thousand dollars (\$15,000) was provided in the Adopted FY 1993-94 Budget for trails studies pending attraction of matching funds.

Funding and staff assistance will come from a coalition of agencies including:

- |  |                                  |
|--|----------------------------------|
| a. Oregon Parks and Recreation Department        | \$15,000 (plus staff assistance) |
| b. Multnomah County Park Services                | 5,000                            |
| c. Washington County Land Use and Transportation | 0 (staff assistance only)        |

d. City of Portland Parks and Recreation	5,000 (plus staff assistance)
e. Tualatin Hills Park and Recreation District	2,500
f. Metro	15,000 (plus staff lead on study)
g. National Park Service	<u>0</u> (staff assistance only)
TOTAL	\$42,500

Burlington Northern Railroad Company currently anticipates an abandonment notice to be filed by June 1, 1996. An application to the ICC for abandonment could be filed sooner though.

The proposed work plan for the feasibility study is detailed in Exhibit A. It is divided into two phases. Phase I tasks would begin following Council approval and should take 12-18 months to complete. A working group/advisory committee would be established this fall to coordinate the feasibility study. Citizen participation activities will be built into the overall work program.

The Burlington Northern Rails to Trails Study Working Group/Advisory Committee would include, but not be limited to:

Terry Moore, Metro Councilor  
Susan McLain, Metro Councilor  
Sandi Hansen, Metro Councilor  
Jon Kvistad, Metro Councilor  
Pete Bond, Oregon State Parks  
Jim McElhinny, Tualatin Hills Park and Recreation District  
Nancy Chase, Multnomah County Park Services  
Hal Bergsma and Pat Vandell, Washington County Land Use and Transportation  
City of Beaverton Representative  
Scott Talbot, City of Hillsboro Parks Department  
Jim Sjulín, Portland Parks and Recreation Bureau  
Ed Immel, Oregon Department of Transportation  
Chris Carlson, National Park Service, Seattle, WA  
Barbara Walker, Citizen Representative and 40-Mile Loop Land Trust  
Bob Bothman, Citizen near corridor and Metro Citizen Involvement Committee  
Citizen and/or property owner adjacent to the rail line  
Neighborhood Organization or CPO member  
Metro Transportation/High Capacity Transit Staff  
Tri-Met Westside LRT Staff

**Staff:** Mel Huie, Metro

Phase II tasks would proceed when additional funding and/or staff resources are secured. Phase II entails the development of a master plan for the corridor. Please note that if the Burlington Northern Railroad Company officially requests an abandonment for the segment under study, the work program would have to be expedited, because the right-of-way can be returned to adjacent property owners (e.g., reversionary clauses related to railroad abandonments).

Proceeding with the study will allow Metro and its cooperating agencies to plan for a key and significant trail corridor for the region. Rail abandonments and conversions to trails offer unique opportunities for Metro and the cooperative Greenspaces Program. They must be acted upon expeditiously prior to reversionary land clauses taking effect. Once segments of a corridor are lost it is very difficult task to reassemble them for a trail.



The west side of the region lacks significant trail connections. The Burlington Northern Rail Trail would add a very much needed corridor to the west side. The proposed trail would link numerous jurisdictions, natural areas and parks, and interconnect to a potential 120-mile trail system linking the Oregon coast to downtown Portland.

**EXECUTIVE OFFICER'S RECOMMENDATION**

The Executive Officer recommends approval of Resolution No. 93-1866.

MH/erb  
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## PLANNING COMMITTEE REPORT

### **CONSIDERATION OF RESOLUTION NO. 93-1866, ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF OREGON PARKS AND RECREATION DEPARTMENT TO BEGIN THE BURLINGTON NORTHERN RAILS TO TRAILS FEASIBILITY STUDY**

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Date: December 15, 1993

Presented By: Councilor Moore

**Committee Recommendation:** At the December 14 meeting, the Planning Committee voted unanimously to recommend Council adoption of Resolution No. 93-1866. Voting in favor: Councilors Van Bergen, Devlin, Gates, Kvistad, Monroe, and Moore.

**Committee Issues/Discussion:** Mel Huie, Senior Regional Planner, presented the staff report. He introduced Pete Bond, the State of Oregon Parks Trail Coordinator. Mr. Bond explained the history of the Burlington Northern. The Burlington Northern is part of a network of the Oregon Electric Railway. A few years ago a proposal was filed with the Interstate Commerce Commission (ICC) to abandon this section of rail in exchange for trackage rights financing on the Southern Pacific main line. This rail line begins near Sauvie Island, goes along the south shore of the Willamette River and underneath Cornelius Pass to North Plains. There is a spur at Powers Junction leading to Beaverton.

State Parks determined that the rail line had the potential to serve as a belt line around the western and southern portions of Washington County. It would serve to link trails from the rural areas with the interurban areas. The line has tremendous trail and alternative transportation potential but there are questions about the status of the rail line. Questions involve the title, potential hazardous wastes, and the condition of the tunnels and trestles.

This led to the request that Metro participate with State Parks in a feasibility study. Metro and Oregon State Parks and Recreation Department will furnish \$15,000 plus staff assistance. The City of Portland and Multnomah County will furnish \$5,000 each. Tualatin Hills Park and Recreation District will furnish \$2,500. Washington County and the National Park Service will furnish staff assistance.

In response to Councilor Kvistad's questions, Mr. Bond explained that Burlington Northern had filed for possible abandonment with the ICC. The abandonment might take place within one year of the filing of intent. Mr. Huie added, the Multnomah County Parks portion would be included in the transfer agreement.

Councilor Devlin questioned the number of Councilors assigned to serve on the advisory committee. Four have been assigned to this Trails Study Working Group. Chair Van Bergen asked Mr. Bond to examine liability issues related to rail tunnels.