

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 95-2252
THE EXECUTIVE OFFICER TO ENTER INTO)
INTERGOVERNMENTAL AGREEMENTS)
WITH THE CITIES OF BEAVERTON,)
PORTLAND AND HILLSBORO AND)
WASHINGTON COUNTY FOR THE PURPOSE)
OF UNDERTAKING WESTSIDE STATION) Introduced by
COMMUNITY PLANNING) Mike Burton, Executive Officer

WHEREAS, This is the third year of a multi-year local planning effort to create an environment that encourages higher densities and pedestrian transit support design and to support the region's investment in light rail transit; and:

WHEREAS, In December 1994 the Metro Council adopted the 2040 Growth Concept and this local planning effort is consistent with, and supports, transportation and land use elements of that concept; and;

WHEREAS, This local planning effort will result in the formulation of plans and ordinances which accommodate the densities and the design elements outlined in the 2040 Growth Concept and the 2015 growth allocation, now, therefore;

BE IT RESOLVED, That the Metro Council authorizes the Executive Officer to execute multi-year intergovernmental agreements for the purpose of funding local planning activities in the cities of Beaverton, Portland and Hillsboro and Washington County for Westside Station Community Planning.

ADOPTED by the Metro Council this 18 day of Jan, 1996.


Jon Kvistad, Presiding Officer

Approved as to Form:


Daniel B. Cooper, General Counsel

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 95-2252 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS WITH THE CITIES OF BEAVERTON, PORTLAND AND HILLSBORO AND WASHINGTON COUNTY FOR THE PURPOSE OF UNDERTAKING WESTSIDE STATION COMMUNITY PLANNING FOR 1995 THROUGH FISCAL YEAR 1996-1997.

December 6, 1995

Presented by Mary A. Weber

Proposed Action

Approve Resolution 95-2252 authorizing the Executive Officer to execute intergovernmental agreements with the cities of Beaverton, Portland and Hillsboro and Washington County for the purpose of undertaking Westside Station Community Planning for 1995 through fiscal year 1996-1997.

Purpose

This is the third year of a multi-year planning effort to plan the light rail station areas on the Westside. The funds are identified as "A" contracts in the FY 1995-1996 budget. This resolution generally approves the recommended work program elements, extends the contracts for multiple years and authorizes the Executive Officer to enter into Intergovernmental Agreements with the participating jurisdictions.

Listed below are the recommended program elements for the various jurisdictions.

Corridor Wide Public Involvement

Corridor wide public involvement is conducted by Washington County. All of the jurisdictions participate, but the County provides the staff and coordination. Public involvement for FY 95/97 includes the development of a comprehensive documentation of the station community planning effort including its history, the planning products and a video. The video on the project, will address citizen and business concerns, utilizes interviews with public safety officials, bankers, developers and citizens. Also during this year a speakers bureau and narrative tour of the development opportunities in the corridor will be developed and publicized. A copy of the most recent project newsletter, "Connections" is attached.

City of Hillsboro

The City will conduct the public involvement for Quatama, Orenco, Hawthorn Farm and Fair Complex Station Communities. The city will draft specific Station Community Plans for the Quatama, Hawthorn Farm and Fair Complex Station Communities. Minor adjustments to the Downtown Station Community draft plan will be drafted. Station area planning monies will also fund staff support and the development of materials for the City's formal plan adoption process.

Washington County

Washington County has the lead planning role for the Sunset Transit Center Station. They will participate in planning for the Beaverton Transit Center, Beaverton Central, Beaverton Creek, Merlo/158th, Elmonica/170th, Millikan Way and Willow Creek/185th with the effected local jurisdiction. The County will prepare and evaluate the impacts of alternative development and design concepts for stations where it has the lead role.

They will prepare alternative land use and transportation system plans considering alternative land use arrangements and transportation system alignments appropriate for station areas by type. The County will analyze alternative land use and transportation system concepts for marketability, transit ridership, pedestrian scale, ability to implement necessary infrastructure, community acceptance, market analysis, select a preferred land use and transportation system concept and design prescriptions and prepare ordinances for plan and code amendments.

The County will also participate in the household and employment allocation to transportation zones in the corridor area as a basis for evaluating impacts on the major transportation system. The County will provide staff support to the management committee and the coordinating committee.

City of Portland

A parking needs analysis for transit areas will be conducted and the limitations at the Goose Hollow Station Community will be identified. The primary product will be revised parking regulations for the Goose Hollow subdistrict of the Central City Plan. The City will also be preparing draft amends to their comprehensive plan, code amendments and design guidelines based on the Growth Concept and development strategies for Westside Station Communities. The station community planning monies will also fund staff work in developing and presenting revised planning and zoning maps and adopted plans and ordinances to the planning commission. This effort will also be coordinated with other service bureaus developing capital improvement programs and evaluating funding tools and implementation incentives.

City of Beaverton

The city of Beaverton is involved in land use and infrastructure planning for seven station communities along the system's Westside LRT line. The City has the lead planning role for the Beaverton Transit, Beaverton Center, Beaverton Creek and Millikan station communities. In addition, capital improvements planning and associated community outreach in the Merlo, 170th and 185th station areas will be coordinated with Washington County land use efforts. The bulk of this year's funds will be allocated to infrastructure analysis tasks and master planning associated with creation of financially feasible land use plans in areas where the city has lead land use planning responsibility. A smaller percent of the total budget will be allocated to public involvement, site specific master plans, and preparation and adoption of transit oriented development regulations which will guide future development in all station communities within the city's jurisdiction.

Factual Background and Analysis

This program is similar to the planning program conducted along the Banfield MAX line in the

early 1980's. It is designed to replan the areas within one-half mile of the transit station of the Westside MAX line which is under construction. The purpose is to create an environment that encourages higher densities, pedestrian and transit supportive design and supports the region's investments in light rail transit. Westside Station Community Planning is a joint project between Metro, TriMet, Portland, Hillsboro, Beaverton and Washington County.

The program began in FY 1993-1994. Activities include project organization and budgeting, development of a work plan, establishment of policy and technical advisory committees, implementation of interim station area development ordinances and sponsorship of two station community design images as part of the 2040 planning process and an extensive public involvement program was launched.

The second year work plan continued the work of the first year with the creation of station community environments that promote mixed use, higher density, transit supportive development to maximize ridership potential of Westside light rail. A main focus of the program was to prepare land use plans for each station area with accompanying amendments to comprehensive plans and to zoning. Alternative land use and transportation system plans as well as alternative design descriptions were developed for the planning areas. These alternatives were analyzed and evaluated so that preferred station community plans and design programs could be selected. Much of this work was underway when the 1995-1996 fiscal year began. All of the unspent funds from the prior fiscal year were reauthorized and carried forward into the current fiscal year.

Budget Impacts

There will be no effect on the budget for fiscal years 1995-1996 and 1996-1997. Westside Station Community Planning is funded by TriMet and Federal ISTEA monies. The funds are passed through Metro via intergovernmental agreements to the local governments. TriMet and the Federal government are funding the project at \$418,000 for fiscal year 1995-1996. No additional funds will be allocated for 1996-1997. The extended time period is to allow the local governments to completed their planning projects. Metro will request reauthorization of unspent Federal and TriMet funds for the second year.

The Westside Station Community Planning project funds Metro's administrative staff costs on this project. There is sufficient funds to cover the agencies administrative costs.

Executive Officer's Recommendation

The Executive Officer recommends approval of Resolution No. 95-2252.

INGMMWTSAPRPTCONCL

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736; and _____ (list jurisdiction/address) _____, located at _____, Oregon 97 ____, hereinafter referred to as CONTRACTOR.

Recitals:

WHEREAS, Metro and CONTRACTOR desire to jointly accomplish a planning project for station community plans for stations within the jurisdictions; and

WHEREAS, The participating jurisdictions include Metro, City of Beaverton, City of Hillsboro, City of Portland and Washington County; and

WHEREAS, Metro is empowered by ORS 268.350 to contract with any public agency to plan for aspects of transportation having a significant impact upon the orderly and responsible development of the metropolitan area; and

WHEREAS, CONTRACTOR has the authority under ORS 190 to enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform; and

WHEREAS, Metro, Oregon Department of Transportation (ODOT) and Tri-County Metropolitan Transportation District of Oregon (Tri-Met) have jointly funded this planning project for station community plans in the Westside Project/Hillsboro Extension light rail station areas, and want to continue funding this project; and

WHEREAS, Metro will contract with ODOT and Tri-Met to administer this project; and

WHEREAS, there is a carry-forward balance of ODOT 3/93 Metro STP funds and Tri-Met funds in the amount of \$ _____ on July 1, 1995; and

WHEREAS, there is new funding of ODOT 1996 Metro STP funds in the amount of \$209,000 and Tri-Met funds in the amount of \$209,000, for a total new funding of \$418,000; and

WHEREAS, the total amount of funding available for this contract is \$ _____ ; and

In consideration of the mutual covenants herein set forth, Metro and CONTRACTOR agree as follows:

Agreements:

1. Scope of Work

CONTRACTOR shall perform the specific work elements described in the Scope of Work identified as Exhibit "A," which is attached hereto and incorporated by reference as part of this Agreement. All services and materials shall be provided by CONTRACTOR in accordance with the Scope of Work in a competent and professional manner. The CONTRACTOR shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional costs.

2. Term of Agreement

The term of the Agreement shall commence on July 1, 1995, and terminate on June 30, 1997, unless terminated earlier under the provisions of the Agreement.

3. Obligations of Metro

- a. Metro is the lead agency and project manager and will serve as liaison with the Federal Highway Administration (FHWA), State of Oregon, Tri-Met and other participating jurisdictions in all substantive and procedural matters relating to the study.
- b. Metro shall administer funding, including the local match component and all revenues and expenditures and ensure prompt payment of all invoices upon approval as outlined in the method of payment section of this Agreement.
- c. Metro will promptly respond to requests by CONTRACTOR for information and consultation regarding the project's Scope of Work.
- d. Metro will reimburse CONTRACTOR for expenses incurred in the performance of consultant and staff activities in accordance with the Scope of Work, budget and payment sections of this Agreement.

4. Obligations of Contractor

- a. CONTRACTOR will produce the agreed upon products identified within the Scope of Work (Exhibit A). Product descriptions in the work scope, and any applicable corresponding changes in the project scope of work and budget (identified as Exhibit A, attached hereto, and by this reference made a part hereto), only may be changed in writing jointly by Metro and CONTRACTOR. Any such modifications shall not exceed the total contract amount.
- b. CONTRACTOR will participate as required in the project's public involvement activities as outlined in the Scope of Work.
- c. CONTRACTOR will participate as outlined in the Scope of Work in the study's advisory committees.

d. CONTRACTOR will maintain detailed and accurate records of all funds expended and all work performed with regard to this Agreement, and shall make such records available to Metro for inspection at any reasonable time.

e. CONTRACTOR shall submit quarterly progress reports. Invoices will be submitted only when acceptable interim or final work products identified in the Scope of Work are complete. Reports will be itemized by agreed upon budget categories.

5. Compensation to Contractor

a. Total amount of this contract shall not exceed _____ AND NO/100S DOLLARS (\$_____).

b. CONTRACTOR shall be compensated for interim or final products as specified in the Scope of Work, not to exceed the total amount of this contract. In the event that the costs for the actual work for any individual product is projected to exceed the amount budgeted for that product in the project budget, attached as Exhibit B, CONTRACTOR shall obtain a recommendation from the Management Committee and written approval from Metro's Project Manager for the applicable budget reallocation within the total project budget prior to exceeding the amount budgeted for that work element.

6. Method of Payment

a. For work completed, CONTRACTOR shall send Metro invoices accompanied with the description of the applicable interim or final products completed. The invoice shall be in a format specified by Metro. These invoices shall document services provided by CONTRACTOR itemized by work element and product as specified in the Scope of Work and supported by documentation for reimbursable costs. Metro will review invoices for consistency with the Scope of Work and this Agreement.

b. All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing the nature and relationship to the Scope of Work for any such charges as further detailed herein. For direct salary costs and fringe benefits, invoice documentation must consist of time sheets listing hours worked by product identified in the Scope of Work and a calculation of the applicable hourly payroll rate and fringe benefits earned based on actual time worked. Time sheets and other applicable fringe benefit information must be retained for inspection.

For direct non-salary costs, invoice documentation must consist of copies of invoices of costs, including but not limited to services performed by contractors, reproduction, computer and communication expense, postage, telephone, supplies and transportation. Major items of equipment required for the tasks identified in the Scope of Work may be purchased with Metro's advance written approval and will be included in the Agreement as direct costs. The cost of specialized items of equipment will be

limited to the amount of depreciation during the period of use as ascertained at the completion of the Study. Such items of equipment must be used primarily on, and required for, work incident to this Agreement, and must be of reasonable cost.

Direct costs will also include reasonable travel expenses that are directly related to production of a specific product in the Scope of Work, including meals, lodging, transportation and incidental expenses for personnel while away from their headquarters overnight. Reimbursement for travel expenses shall be made in conformance with the established reimbursement policy of the agency claiming such expenses. Reimbursement of consultant travel expenses shall be in accordance with the contract with the consultant.

If CONTRACTOR uses a project allocation system, CONTRACTOR may submit project reports in lieu of time sheets and invoices, provided that the project allocation report consists of, at a minimum, the following elements: date, description (vendor name, employee name), reference number and cost.

An overhead rate may be used for portions of direct costs provided that the overhead rate is adjusted to the actual costs at least annually, and provided that no costs billed as part of the overhead rate are also billed directly. The overhead rate adjustment shall be reflected in an invoice at least annually.

CONTRACTOR'S invoice shall contain a statement signed by CONTRACTOR'S Project Manager certifying that the costs have been incurred in the performance of the Scope of Work.

c. Metro will compensate CONTRACTOR directly for each invoice after Metro has received reimbursement from funding sources consistent with section 5, above. Metro shall coordinate reimbursement requests and payments.

7. Project Managers

The overall coordination and direction shall be provided by Metro's Project Manager. Metro's Project Manager is Mary Weber. CONTRACTOR'S Project Manager is _____ . Any change of Project Manager by Metro or CONTRACTOR shall be noticed in writing to the other party.

8. Notices

All notices provided for hereunder shall be in writing and sufficient if deposited in the United States mail, postage prepaid, to the parties addressed as indicated below:

Metro

Contractor

Mary Weber
Growth Management Services

Planning Section

Metro
600 NE Grand Avenue
Portland, OR 97232-2736 _____, OR 97____

9. Intergovernmental Program Management Committee

The Westside/Hillsboro Station Community Planning Program Management Committee is responsible for intergovernmental coordination of the program which includes, but is not limited to, recommendation of program goals and objectives as well as an annual work plan, schedule and budget for this contract. For a recommendation of the management committee, a majority (four votes) of the members must approve it and such majority must include the affirmative votes of the funding agencies, Metro and Tri-Met. The management committee shall include representatives of Metro, Tri-Met, Washington County, and the cities of Beaverton, Hillsboro and Portland.

10. Liability and Indemnity

CONTRACTOR shall indemnify Metro for and hold Metro harmless from all claims arising out of the negligent acts or omissions caused by CONTRACTOR or CONTRACTOR'S officers, employees or agents, subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution. CONTRACTOR shall be liable to Metro for any damage to Metro's property or injury to Metro's officers, employees or agents caused by CONTRACTOR, subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.

Metro shall indemnify CONTRACTOR for, and hold CONTRACTOR harmless from, all claims arising out of the negligent acts or omissions caused by Metro or Metro's officers, employees or agents, subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution. Metro shall be liable to CONTRACTOR for any damage to CONTRACTOR'S property or injury to CONTRACTOR'S officers, employees or agents caused by Metro subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.

11. Termination for Default

CONTRACTOR shall be deemed to be in material breach if they fail to comply with any provisions of this Agreement or if its progress in performance of its obligations is so unsatisfactory that contract performance of the Scope of Work of this Agreement is seriously impaired. Prior to termination under this provision, Metro shall provide CONTRACTOR with written notice of default and allow CONTRACTOR thirty (30) days within which to cure the defect. In the event CONTRACTOR does not cure the defect within thirty (30) days, Metro may terminate all or any part of this Agreement for default. CONTRACTOR shall be paid the contract price only for services performed in accordance with the manner of performance set forth in this Agreement.

CONTRACTOR shall be liable to Metro for all reasonable costs and actual damages incurred by Metro as a result of a termination for default.

If, after notice of termination, the parties agree or a court finds that CONTRACTOR was not in default or that the default was excusable, such as a strike, fire, flood or other event that is not the fault of, or is beyond the control of CONTRACTOR, Metro may allow CONTRACTOR to continue work, or may treat the termination as a termination for convenience, in which case the rights of the parties shall be the same as if the termination had been for Metro's convenience.

12. Termination for Convenience

Metro or CONTRACTOR 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 written notice of termination to Metro or CONTRACTOR. Upon termination under this paragraph, CONTRACTOR shall be entitled to payment in accordance with the terms of the contract for contract work completed before termination, and to payment for all reasonable contract close-out costs. Within thirty (30) days after termination pursuant to this paragraph, CONTRACTOR shall submit an itemized invoice for all unreimbursed work within the Scope of Work of this Agreement completed before termination and all close-out costs actually incurred by CONTRACTOR. Metro shall not be liable for any costs invoiced later than thirty (30) days after termination unless CONTRACTOR can show good cause beyond its control for the delay.

13. Applicable Laws

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including but not limited to ORS 279.015 to 279.320 and 279.555.

Specifically, it is a condition of this Agreement that contractor and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide worker's compensation for all their subject workers.

14. Documents are Public Property

All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs or models which are prepared or developed in connection with this project shall become public property. All work products provided by Metro pursuant to this Agreement shall be made available to CONTRACTOR, and all work products provided by CONTRACTOR pursuant to this Agreement shall be made available to Metro.

15. Project Records

Comprehensive records and documentation relating to the Scope of Work shall be maintained by Metro, CONTRACTOR and all of their contractors.

Each party shall establish and maintain books, records, documents and other evidence of accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. To facilitate the administration of the project, separate accounts shall be established and maintained within Metro's existing accounting system or set up independently. Such accounts are referred to herein collectively as the "Project Account." CONTRACTOR shall charge to a Project Account all eligible costs of the project. Costs in excess of the latest approved budget, not performed in accordance with the Scope of Work or attributable to actions which have not received the required approval of Metro, shall not be considered eligible costs.

16. Audits, Inspections and Retention of Records

Metro, the State of Oregon Secretary of State, the Oregon Department of Transportation the Federal Highway Administration, Tri-Met and any of their representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of CONTRACTOR'S and Metro's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records and other materials pertaining to costs incurred in connection with the project shall be retained by CONTRACTOR and Metro and all of their contractors for three years from the date of completion of the project, or expiration of the grant agreement, whichever is later, to facilitate any audits or inspection.

A final determination of the allowability of costs charged to the project may be made on the basis of an audit or other review. Metro shall notify CONTRACTOR of any disallowed amounts stating the reasons therefor. Any funds paid to CONTRACTOR in excess of the amount to which CONTRACTOR are finally determined to be entitled under the terms of this Agreement constitute a debt to Metro, and shall be returned by CONTRACTOR to Metro.

17. Independent Contractor

CONTRACTOR shall be deemed independent contractors for all purposes, and the employees of CONTRACTOR or any of their contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of Metro. As such, the employees of CONTRACTOR, their contractors and subcontractors shall not be subject to any withholding for tax, social security or other purposes by Metro, nor shall such contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation of the like from Metro.

18. Compliance With Laws and Regulations

Metro and CONTRACTOR shall adhere to all applicable federal, state and local laws, regulations and policies including, but not limited to those included in "Exhibit D, Federal Requirements," and those related to Workers' Compensation, those in FHWA's regulation

called the "common rule" and its attachments, those of the Contract Work Hours and Safety Standards Act, and those relating to equal employment opportunity, nondiscrimination, and affirmative action including, but not limited to, those regulations implementing Executive Order No. 11246 of the President of the United States and Section 402 of the Vietnam Readjustment Act of 1973. Metro and CONTRACTOR shall adhere to all safety standards and regulations established by Metro for work performed on its premises or under its auspices.

19. Subcontract Inclusions

CONTRACTOR shall include language substantially similar to the language contained in "Exhibit D, Federal Requirements" of this Agreement in all subcontracts entered into pursuant to this Agreement.

Any subcontracts proposed by CONTRACTOR will be submitted to Metro project manager for prior approval by Metro and funding source (ODOT and/or Tri-Met).

20. Copyright, Patent Rights, Trademarks and Trade Secrets

CONTRACTOR shall hold Metro harmless, indemnify and pay the entire cost of defending any claim or suit brought against Metro for alleged infringement of a copyright, patent, trademark or trade secret based on work products supplied by CONTRACTOR or infringements caused by CONTRACTOR subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution.

Metro shall hold CONTRACTOR harmless, indemnify and pay the entire cost of defending any claim or suit brought against CONTRACTOR for alleged infringement of a copyright, patent, trademark or trade secret based on work products supplied by Metro or infringements caused by Metro subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution.

21. Subcontractors and Assignments

Neither Metro nor CONTRACTOR shall assign any of their respective rights acquired hereunder without obtaining prior written approval from the other party. Any attempted assignment of this Agreement without the written consent of both parties shall be void. Neither CONTRACTOR nor Metro by this Agreement incurs any liability to third persons for payment of any compensation provided herein to Metro or CONTRACTOR except as provided under the terms of this Agreement.

22. Quality of Work

CONTRACTOR agrees that all work shall be completed in a manner consistent with standards prevailing in the industry for similar work. In this regard, CONTRACTOR will make every effort to understand Metro's intent with respect to the quality of work expected for this project, and to undertake its work accordingly. Time of performance will be a critical factor in

the success of this effort. CONTRACTOR shall make every effort to comply with the Scope of Work during its performance of activities under this Agreement's time lines.

23. Reports

Publication of all reports shall give credit to the funding parties. The following statement will be included in each report:

Preparation of report has been funded in part by the Federal Highway Administration, the State of Oregon and the Tri-County Metropolitan Transportation District of Oregon. The opinions, findings and conclusions expressed in this report are those of the authors and are not necessarily those of the Federal Highway Administration, the State of Oregon, the Tri-County and Metropolitan Transportation District of Oregon and Metro.

24. Labor and Material

CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all tasks identified in the Scope of Work, all at no cost to Metro other than the compensation provided in this Agreement.

25. No Waiver of Claims

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

26. Agreement Modifications

Either party may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

27. Severability

If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this contract.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first written above.

METRO

(Jurisdiction)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
SCOPE OF WORK

Introduction

Station Area Planning Project

The purpose of this project is to provide assistance to Washington County and the cities of Beaverton, Hillsboro and Portland in developing station community plans for stations within their jurisdictions. These plans will integrate land use and transportation planning.

The Metro project manager is authorized to reallocate funds among work elements and products of this agreement, provided the total contract amount does not exceed the contract total of \$ _____. Whenever the Metro project manager reallocates funds, a confirming letter to the Contractor shall include authorization for the new allocation of funds demonstrating changes by work element and work product.

Work Elements and Products

Attached and hereby incorporated into Exhibit A are Work Elements and Products for this contract.

Work Plan Products Summary

1. City of Beaverton: description		\$ 26,2670
Work element 1: Prepare and Adopt TOD Regulations		
<u>Ordinance for TOD Regulations</u>		
Draft to TSAP Committee	11-30-95	\$ 9,500
Draft ordinance/staff report to		
City Planning Commission	1-15-96	6,500
Final ordinance to City Council	2-15-96	3,260
<u>Planning Commission Report-2040</u>		
Report to Planning Commission		
addressing 2040 interim measures	6-30-96	7,000
Work element 2: Public Involvement in Merlo, 170th and 185th Station Areas		
Report to Planning Commission addressing		\$ 7,500
station area plans	10-1-96	7,500

Work Element 3: Carrying Capacity/Infrastructure			\$ 87,500
Beaverton Regional Center			
RFP and Consultant selection	2/1/96	2,500	
Carrying Capacity Report	5/1/96	18,500	
Transportation/Parking Report	6/1/96	23,500	
Water/Sewer/Drainage Report	8/1/96	22,750	
Capital Financing Program Report	8/1/96	20,250	
 Work Element 4: Carrying Capacity/Infrastructure-South Tek			 62,000
RFP and consultant selection	4-1-96	1,000	
Carrying Capacity Report	6-1-96	15,500	
Infrastructure and Capital			
Improvement Financing Report	10-1-96	37,000	
South Tek Neighborhood Plan to			
Planning Commission Hearing	2-1-97	6,000	
Planning Commission and City			
Council Action on South Tek	6-30-97	2,500	
 Work Element 5: Master Development			
Program-Beaverton Central and			
Concept Level Master Plans			29,000
Beaverton Central Plan to Council	11-1-95	2,000	
Beaverton Central RFQ	7-1-96	2,000	
Beaverton Creek Concept Plan	1-30-96	12,500	
Planning Commission recommendation			
of Beaverton Creek Concept Plan	3-30-96	3,500	
Council adoption of BC Concept Plan	5-15-96	4,000	
Beaverton Transit Concept Plan	9-1-96	5,000	

**1995-97 TSAP SCOPE OF WORK
FOR THE CITY OF BEAVERTON
WORK ELEMENTS/PRODUCTS**

Project Description

The city of Beaverton is involved in land use and infrastructure planning (i.e., transportation, water, sewer, and storm drainage) for seven LRT station areas along the system's westside LRT line, which is currently under construction. The city has assumed a

EXHIBIT B

CERTIFICATION OF CONSULTANT (GRANTEE)

I hereby certify that I, _____ (name), am the duly authorized representative of The City of Beaverton, whose address is 4755 S.W. Griffith Drive, Beaverton, Oregon 97076, and that neither I nor the above firm (Grantee) has:

- a. Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- b. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract.

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

CERTIFICATION OF AGENCY OFFICIAL

I hereby certify that I am the Agency Official of Metro, and that the above consulting firm or his representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- a. Employ, retain or agree to employ or retain, any firm or person, or
- b. Pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

EXHIBIT C

FEDERAL PROVISIONS
METRO

I. Certification of Noninvolvement in Any Debarment and Suspension

As a supplement to this proposal, the Contractor on this project shall complete the following certification with regard to current involvement in any debarments, suspensions, indictments, convictions and civil judgment indicating a lack of business integrity.

(Name and Title of Authorized Representative of Contractor)

(Signature)

being duly sworn and under penalty of perjury under the laws of the State of Oregon, certifies that, except as noted below,

City of Beaverton7

(Name of Firm)

certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from covered transactions by any Federal Department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency and dates of action. If additional space is required, attach another page with the following heading: ***Certification Exceptions continued, Contract Insert.***

Exceptions:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

II. Instructions for Certification Regarding Debarment, Suspension and Other Responsibility Matters -- Primary Covered Transactions

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he/she cannot provide the certification set out below. This explanation will be considered in connection with Metro determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when Metro determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or Metro may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to Metro to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Oregon Department of Transportation's Program Section (telephone: 503/986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by Metro entering into this transaction.

7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled "Appendix B -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," provided by Metro entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U.S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to required establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Exception for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or Metro may terminate this transaction for cause or default.

III. **Addendum to Form FHWA-1273, Required Contract Provisions**

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

Appendix B of 49 CFR Part 29 -

Appendix B -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Metro with which this transaction originated may pursue available remedies, including suspension and/or disbarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by Metro with which this transaction originated.
6. The prospective lower tier participant further agreed by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction

with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or Metro with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared eligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IV. Employment

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Metro shall have the right to annul this Contract without liability, or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis, or other basis, during the period of the Contract, any professional or technical personnel who are, or have been at any time during the period of this Contract, in the employ of Metro, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Metro shall be entitled to rely on the accuracy, competence and completeness of Contractor's services.

V. Nondiscrimination

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. **Compliance with Regulations.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of

the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
 - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information and his facilities as may be determined by Metro, Oregon Department of Transportation or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Metro shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.

6. **Incorporation of Provisions.** Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Metro or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, Metro may, at its option, enter into such litigation to protect the interests of Metro, and, in addition, Contractor may request Metro to enter into such litigation to protect the interests of the State of Oregon.

VI. Disadvantaged Business Enterprise (DBE) Policy

In accordance with Title 49, Code of Federal Regulations, Part 23, or as may be amended (49 CFR 23), Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE Policy Statement

DBE Policy. It is the policy of the Oregon Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR 23 apply to this Contract.

DBE Obligations. Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts.

The DBE Policy Statement shall be included in all subcontracts entered into under this Contract.

Records and Reports. Contractor shall provide monthly documentation to Metro that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Metro and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Metro the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Metro.

Any DBE participation attained after the DBE goal has been satisfied should be reported to Metro.

DBE Definition. Only firms certified by the Executive Department, State of Oregon may be utilized to satisfy this obligation.

Contractor's DBE Contract Goal

DBE Goal 12 Percent

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project for this project as required by ORS 200.045.

VII. Lobbying

The Contractor certifies, by signing this agreement to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he/she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

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Orenco Community “Cautiously Optimistic” About New “TOD” Plan



Computer enhancement shows future Orenco streetscape. *W&H Pacific*

enhancing existing single-family properties. Residential density will be plotted on a doughnut-shaped grid extending southeast from the light rail station. The originally-platted lot size of about 7500 square feet will be maintained at the center, resulting in a minimum density of 6 dwelling units per acre. Each lot will have the option of adding an accessory dwelling (“granny flat”), bringing maximum density up to 12 du/acre. More density will be allowed around the periphery of the town.

By forming a Conservation District, Orenco residents are able to accommodate growth while at the same time preserving their town’s historic character. The Orenco Townsite will be declared historically and culturally significant. Conservation District design guidelines and standards will be established for street systems, open spaces, new construction, and exterior rehabilitation. As Dr. Jim Lubischer says, “We’ve compromised. Now we hope it works out.”

Some new Orenco developments are already being laid out: Elk Meadows, Victoria Station, and Dogwood Court. Neighbors are in conversation with the developers, asking them to consider abiding by the Conservation District standards even before the plan is adopted by the City Council.

Hillsboro station community planning staff have prepared a remarkable pictorial retrospective of Orenco’s origins as a turn-of-the-century rail-based community. It is available for public meetings, and can be viewed in the light rail planning office at the corner of SE 3rd and Washington. ■

The concept calls for a new zone (“Orenco Townsite”) up to 1/2 mile southeast from the Orenco MAX station, aimed at preserving and

Orenco Gardens Plan Advancing

A major new community on 190 acres between the new Ronler Acres Intel plant and the Orenco/ NW 231st Max station is poised to break ground next summer. PacTrust and associated developers plan to build a 550,000 square foot shopping center and hotel complex, a 400-500 small-lot single-family village with a public square, and the first phase of several hundred apartments. Within five years, PacTrust envisions at least 3,200 residents in the community, a 100,000 square foot business park, and the westside’s third largest shopping center, including movie theaters. For more information call Rajiv Batra, Hillsboro Senior Planner, at 681-6278. ■

Inside...

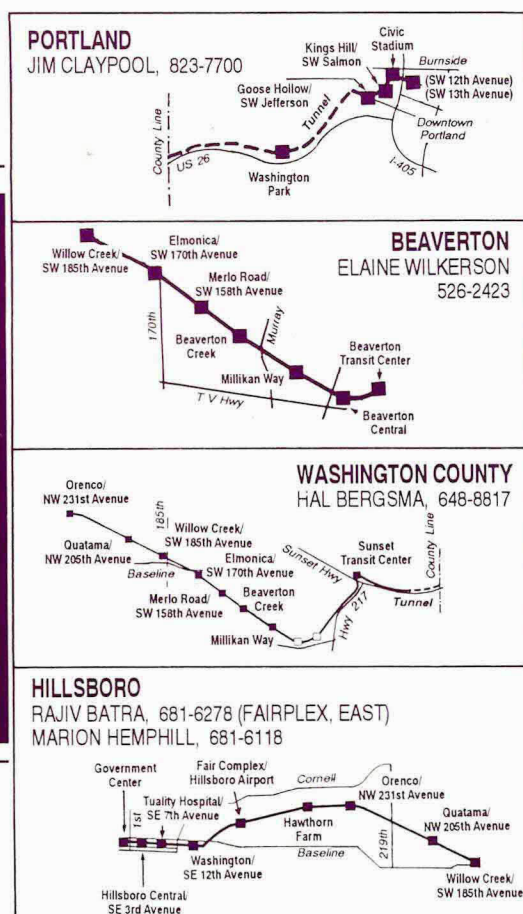
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People friendly development for the 21st century

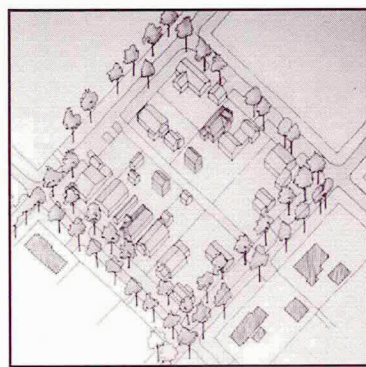
Washington County
Department of Land Use and Transportation
155 North First Avenue
Hillsboro, Oregon 97124

To learn more about Station Community Planning:

- Call 693-4963 and add your name to the mailing list.
- Call individual planning departments for details on upcoming public meetings.
- Call 239-2150, Tri-Met Westside Community Affairs, for MAX project construction information.



Planning Ahead...



City of Hillsboro

Orenco Townsite and Conservation District

This figure shows how infill, single-family residential development could occur on a 7,500 square foot lot. A "granny flat" behind the residence, accessible from the alley, would be allowed on each conforming lot.

Traffic Impact Fees Down in Station Areas

Another law designed to encourage station community planning was enacted in this summer's Special Session. A provision of SB 1156 requires a Traffic Impact Fee (TIF) reduction credit of at least 30% for any transit-oriented development within one-quarter mile of a light rail station. For further information, contact Hal Bergsma at Washington County, 640-3519; Henry Markus at Tri-Met, 239-2168; or Bob Clay at the City of Portland, 823-7713. ■

NEWS NOTE:

Based on 1993-1994 building permit data collected from Metro, 71% of non-residential, 28% of the multi-family and 11% of the single-family residential development inside the UGB was located within one-quarter mile of the 2015 primary transit network. For a copy of the report, call Tri-Met's Marc Guichard at 239-2167.

Rail-Volution Conference Draws 800 to Convention Center

Rail-Volution, a first annual national conference dedicated to building successful communities with rail, was held at the Oregon Convention Center Sept. 16-18. Over 800 conference-goers from 87 cities, 26 states and two foreign countries focussed on the role of rail in fostering livability and economic development in cities. Sessions featured local and national success stories, promoting the exchange of ideas among business people, citizen activists, planners and politicians.

Former Governor and transit advocate Neil Goldschmidt hammered home the realities of political life in the 1990's. Those who seek to improve their cities must do so as savvy marketers, serving real human needs. They must provide ever higher quality products and services at less cost. And they must do this shoulder-by-shoulder with private-sector partners.



Stepping up to the plate as a private partner, New York Equitable Real Estate's Jonathan Miller spoke on emerging trends in investment management. His company (with holdings worth \$34 billion) is searching to invest in "24-hour cities", those with attractive, livable, multi-dimensional neighborhoods with strong residential fundamentals and convenient retail. These markets, urban and suburban, are places where people can comfortably and securely live, work and shop. And established mass transit is a fundamental factor helping these "24-hour cities" function.

"These markets," Miller says, "should be investment targets - the best places to put businesses and to invest in commercial real estate. They will be best positioned to hold and lure tenants."

Other keynoters included Hank Dittmar, Director of the Surface Transportation Policy Project in Washington, D.C. Hank dealt with the issue of light rail's cost effectiveness. "If LRT is a bad investment", he asked, "why are 75 cities moving forward to implement it?" He says the typical criteria offered as arguments for light rail's cost effectiveness, namely construction costs per new rider, are too narrow. Cities need to "ask better questions", dealing with broad economic and social benefits, growth management strategies, environmental and quality of life concerns, and long-term accessibility/mobility issues.

Tri-Met's Tom Walsh recounted Portland's "love affair" with MAX - from serendipity to honeymoon to hangover over the South-North line funding. His "lessons learned" are: build a community vision, persevere, and constantly tell your story. And remember, developers don't build on bus lines - but they do build on light rail lines.

Packets of information from last April's **Economics of Mid-Rise Housing and TOD's** seminar, including audiotapes and copies of the presenters' overheads, are available. The price is \$20.00 for the four tapes; \$10.00 for the packets. Call Anne Madden at 693-4963 to place your order, or fax it to her at 640-3588.

For further information and conference follow-up materials, contact Wendy Smith-Novick, City of Portland, 823-7738. ■

Hillsboro

This November utility relocation construction will begin along the Hillsboro MAX alignment, on Washington Street between Adams and 12th Streets. This work involves the relocation of water, sewer and storm lines; the construction of ductbanks and conduits that will house GTE, PGE, Columbia Cable and gas lines; and the installation of catenary, light and signal pole foundations.

Tri-Met held a series of three community meetings to discuss noise and visual mitigation for residents and businesses that are directly along the alignment. Project engineers discussed:

- Noise wall types, locations, heights and installation schedule
- Noise insulation program
- Property fencing
- Temporary construction fencing
- Visual mitigation

For information from these meetings and/or questions about the construction schedule and impacts, traffic management, access to businesses and residences, parking and public safety, please call Claudia Purkapile at 844-4311. ■

Planning a Program? Need a Speaker?

If you would like to have a speaker for your group or organization on topics related to station community planning, please call Anne Madden at 693-4963. She will be glad to make the arrangements for you.

"Connections"

is published quarterly by the jurisdictions participating in the Westside Light Rail Station Community Planning Project. These are Metro, Tri-Met, ODOT, the cities of Portland, Beaverton, and Hillsboro, and Washington County.

Editor: Anne Madden
Graphic Designer: Ron Talaga Photographer: Heather Bell

To add your name to the mailing list, call 693-4963.

...Staying Informed

Resources

"A 50-Year Plan for Metropolitan Portland", *Urban Land*, July 1995

"At Road's End: Transportation and Land Use Choices for Communities". Daniel Carlson, Lisa Wormser, Cy Ulberg. Island Press, 1995.

**Downtown Hillsboro Station Community Concept Plan*, Robert F. Yakas, AICP, June 1995, \$7.50. Call 681-6400.

"Fiscal Impact of Metrorail on the Commonwealth of Virginia", Executive Summary, Nov. 1994. KPMG Peat Marwick, 8200 Greensboro Dr., McLean, VA 22102.

Harbor Town Project, Memphis, TN. Henry Turley's 135-acre award-winning neo-traditional, mixed-use community, located on a downtown Memphis Mississippi River island. \$50.00 for information packet. Call 1-800-845-6739.

"The Living City: How America's Cities are being Revitalized by Thinking Small in a Big Way". Roberta Brandes Gratz, Preservation Press, 1994.

"Public Transportation - Riding the Rails to National Productivity", American Public Transit Association (APTA), Feb. 1995, 202-898-4000. (brochure)

"Regional Mainstreets: An Implementation Strategy to Promote Main Street and Corridor Development". Metro, July 1995.

**Station Area Development Profiles*, Tri-Met, 1995. Call 239-2102 for samples and a list of available profiles.

"Transportation-Oriented Development": Making a Difference?" *Urban Land*, July 1995

"The Urbanist's Reward", *Progressive Architecture*, August 1995, p. 82.

* Funded by Westside Light Rail Station Community Planning Project

Books on these and related topics are available at the Book Vault, Beaverton Mall. Call John Burger at 646-8119 for more information.

Project Profiles/What's Up in the Planning Areas?

Station Area Development Profiles

Tri-Met's Real Estate department has prepared fourteen westside and two eastside profiles. These profiles contain maps, descriptions of existing conditions, and a list of **development opportunity sites** for each of the light rail corridor station planning areas. More profiles will be published regularly. To order, call Liz Riis at 239-2102.

Light Rail Construction Updates

Goose Hollow

In downtown Portland Ann Mason hosts weekly construction meetings each Wednesday at 7:00 am at the Mallory Hotel, 729 SW 15th. You may also call her at 833-6809. ■

Sunset Transit Center

The light rail overcrossing of Hwy 217 was completed in June. The platform and walls for the Sunset Transit Center are now complete and all walls are backfilled. The follow-on contractor is scheduled to begin laying track within the next few weeks. The work that remains on this contract includes contouring, grading, seeding, landscaping, some highway work and a thorough clean-up of the entire construction site.



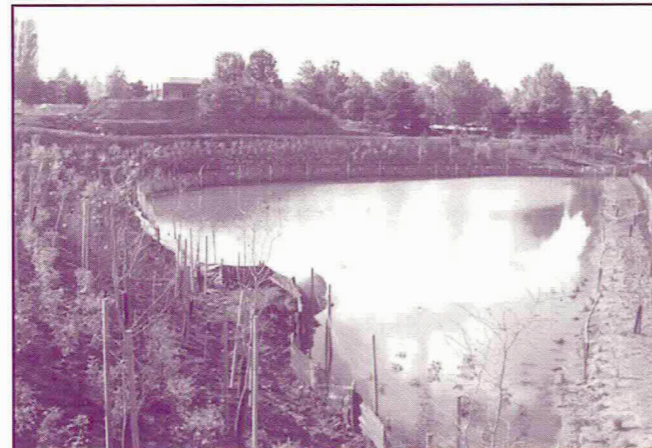
Ross Bros. Construction continues to make progress along Hwy 217 between Sunset Hwy. and SW Canyon Rd. on both the light rail track bed and highway improvements. Once the light rail undercrossings of SW Wilshire and Walker Rd. are complete, they will be backfilled. Then work can begin on rebuilding the SW Wilshire on-ramp to sb 217 and the sb 217 off-ramp to Walker Rd. These ramps are tentatively scheduled to be re-opened by mid-December.

Work on widening sb 217 by an additional lane continues, as does grading, contouring and landscaping work. If you have questions about MAX construction in this area, please call Amy Carlsen at 833-6810. ■

Beaverton to 185th

MAX construction on the stretch from Hwy. 217 to SW 185th is in full swing. The Elmonica maintenance facility for the new low-floor cars will be finished and occupied by the end of this year. Track work installation is complete in the facility's yard, and rail along the main alignment has been installed from 170th eastward to Hwy. 217.

Newly developed wetlands at 158th, Schottky, and 114th have been planted and landscaping along the alignment is underway. Beaverton Creek between Hall and Cedar Hills Blvd. has also received new landscaping and an enhanced wetland area.



Re-sculptured and landscaped banks for Beaverton Creek

At 185th crews recently completed pile driving for the new Willow Creek bridge. Bridgework continues for several more months. SW 170th, under construction since early summer, will be open to traffic by the end of the year. The contractor has begun widening SW Baseline between 170th and 177th, and will finish the connection of new Jenkins/Baseline Rd. next spring.

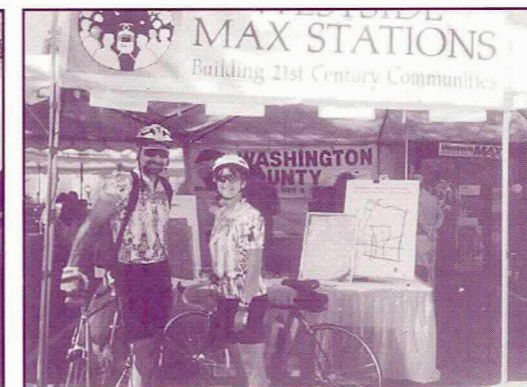
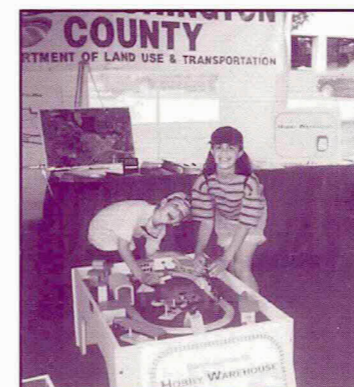
A regularly-scheduled Westside Project open house is held 5:00 - 6:30 pm on the fourth Tuesday of each month at Tri-Met's Westgate field office, 3800 SW Cedar Hills Blvd., Suite 220. Bring your questions or concerns or just chat with Westside staff about light rail in Beaverton. The next meeting is Nov. 28; there will be no meeting in December. For more information, call K.C. Cooper at 526-8333. ■

People friendly development for the 21st century

Planning Ahead...



Families wore "Westside MAX Stations: Building 21st Century Communities" visors and traced their future transit routes at the Washington County Fair Aug. 1-6, and Beaverton Good Neighbor Days, Sept. 8-10.



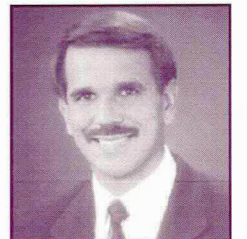
Admirers watch as Governor Kitzhaber signs HB 3133, the bill providing tax incentives for multi-family, mixed-use TOD's. Contact Henry Markus of Tri-Met's Real Estate department (239-2168) concerning a model ordinance for local government implementation of HB 3133.



photo courtesy of Anne Madden

Voices: Rick Van Beveren

MAX is going to transform Hillsboro's Washington Street into a beautiful boulevard, ensuring a desirable downtown core that will reduce entrepreneurs' risks, says Rick Van Beveren, owner of the Reedville Cafe. "People are going to like what they see, find it architecturally interesting and useable. Trees - art - street furniture - the quality of the public improvements is going to be a pleasant surprise!"



Hillsboro businessman
Rick Van Beveren
photo courtesy of "Moments In Time"

Rick thinks light rail will also help tie the corridor's two "real" downtowns (Hillsboro and Portland) together. He's a bit concerned, though, that ridership expectations may be too high at first. Complementary systems, such as shuttles to Intel and other large employers, may help people understand how accessible transit can be.

The construction phase worries him; he knows it will be disruptive and long. Change is always difficult to deal with, and Hillsboro's downtown hasn't changed in years. He also wonders about the influx of transients around the station areas, and hopes the quality of transit-oriented housing is high.

The Washington Street route in his mind is the best possible siting decision. The terminal at Government Center already has lots of employment, and the structured parking lot rather than surface "acres" of parking will be welcome. Personally, Rick and his family are looking forward to boarding MAX in Hillsboro for Portland adventures. Now, if we could just get a line down to the Reedville Cafe... ■

People friendly development for the 21st century

Project Profiles/What's Up in the Planning Areas?

Portland

Goose Hollow Community Plan Approved

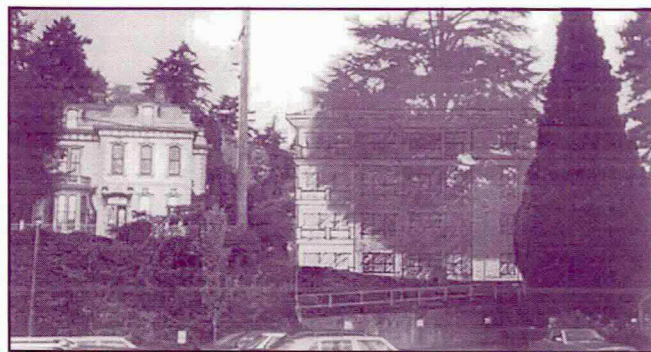
On Oct. 10 the Planning Commission recommended approval of the Goose Hollow station community plan. It had been developed over the last 18 months by city planners together with the Goose Hollow Foothills League, the Northwest Policy Planning Committee and interested landowners. It calls for the creation of 1,000 new households within Goose Hollow over the next 20 years, along with retail and commercial development in mixed-use projects centering on the Civic Stadium and Jefferson Street light rail stations. All new development in commercial zones within a quarter mile of the LRT station would include housing.

Testimony before the Planning Commission dealt with the livability of new higher density development. The plan was modified to limit building height on the edge of the station planning area, where high-rise buildings step down to single-family neighborhoods. Certain view corridors, specifically that of the Vista Bridge, were also protected.

The plan calls for improved pedestrian and bicycle connections to light rail and throughout the neighborhood. Besides featuring linear "boulevards" on SW 18th Avenue, Burnside and Jefferson Streets with active retail, plazas and other urban amenities, it includes small pockets of open space within new, high-density developments. Hearings before the City Council are anticipated in late November.

Work continues with a team of citizens and designers to develop and adopt design criteria for new development in Goose Hollow. Guidelines will maintain the historical heritage of the neighborhood.

Consultants Thomasina Gabriele and Joyce Maib's final report on the Tree House site will be available in November. For more information call Jim Claypool, Senior Planner, at 823-7198. ■



View of historic Kamm House and Tree House site on Howard's Way
Stan Cheshire & Associates, Architects

People friendly development for the 21st century

Beaverton

Elaine Wilkerson Heads Up Community Development

Elaine Wilkerson has been hired to guide Beaverton's Department of Community Development, managing Planning, Building, Engineering, Transportation Planning and Technical Services for the city. Elaine comes from five years as Director of Planning for North York (Metro Toronto) Canada, a city of 560,000. Under her watch a new subway was started into the North York city center; station community planning took North York from being a Toronto "bedroom" to maturing as its own true "city". ■

Dynamic Downtown Center in the Works

Intending to encourage a premier mixed-use development on a critically important 7.5 acres owned by the city surrounding the Beaverton Central Station, Beaverton will put out a nationwide RFQ for developers by January 1996. The property is west of SW Hall Blvd. and east of the Westgate theater. Ann Mulrone, Beaverton's economic development coordinator, says the population, ridership and site availability combine to make this a very workable mixed-use environment.

The initial project description includes 100,000 square feet of office space, 60 housing units, 50,000 square feet of retail space and a 500-car parking garage. The plan calls for a plaza north of the light rail line, along with bike and pedestrian ways taking advantage of new Tri-Met improvements to the natural area along Beaverton Creek. The desire is that half the project be ready for the opening of the MAX line in Sept. of 1998, with completion by 1999. For more information, call Mulrone at 526-2521. ■

Carr Chevrolet Site Opening Up

Carr Chevrolet co-owner Gene Bradshaw says there is a 90% probability they will take advantage of a recently-approved zone change, allowing the Carr dealership to re-locate to SW Tualatin Valley Highway just west of Murray Road. The Planning Commission is enthusiastic about the move, as it would further city policy of moving auto dealerships out of the central business district, and free up Carr's current 4.5-acre Canyon Road parcel for redevelopment. City planners have their eyes on the site for transit-oriented developments, including housing and commercial, to complement the nearby light rail line. The move would probably happen in about two years. ■

Project Profiles/What's Up in the Planning Areas?

Hillsboro

(see cover story)

BLAST FROM THE PAST:

"...now is the time that capitalists are buying lands and lots in the towns along the railroads that are to be, with the hope of realizing double, treble, and even quadruple their investments."

quoted from "Leaven for the Frontier",
(discussing 19th Century railroad expansion)
by Florence Mary Anderson

Profiles Around the USA

California, Here They Come: Condos for Commuters

The concept sounds futuristic: People will step outside their door, take a vertical elevator directly down to a transit station and ride a "horizontal elevator" straight to work. It's called "trandominiums" - condominiums at light-rail stations - and it's on the verge of becoming a reality in Santa Clara County, California.

In an attempt to ease a housing crunch without encroaching on protected, environmentally-significant lands, the county plans to lease to developers county-owned land or the air rights above park-and-ride lots at transit stations. The developers will then build apartment complexes on stilts or on podiums above excavated lots, along with stores and other amenities.



Santa Clara County Transportation Agency

The county expects to reap revenue from several sources. Ridership on the transit system should increase; there will be rent from the leases; and there will be new properties to tax. The county expects the first trandominium to be built by next year. ■

excerpted from March 1995 "Governing"

People friendly development for the 21st century

Beaverton Creek Hotel On-line

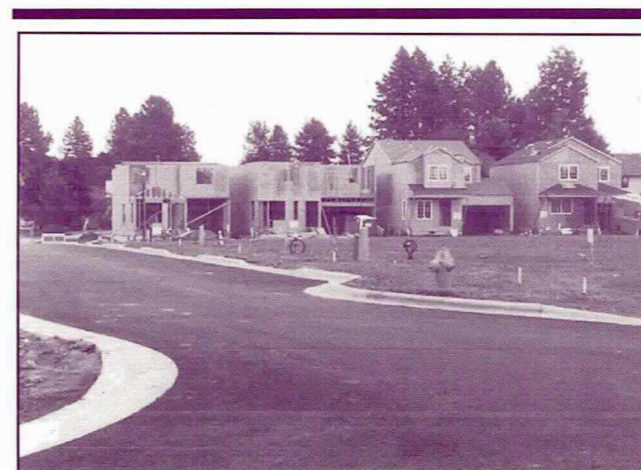
Transit-oriented development near the Beaverton Creek MAX station will also be traveler-friendly. High tech business travelers may soon check in to a proposed \$20 million, eight-story, 250-room hotel at the corner of Jenkins and Murray Roads, adjacent to the Nike campus and just east of the Sunset Corridor's mushrooming microchip plants. John Q. Hammons, national hotel developer, has purchased the 9.6 acre parcel, saying he feels Portland is a strong market. His development application is pending coordination with the City of Beaverton into an overall "Outline Concept Plan" for the entire Beaverton Creek area, which the city will take to the Planning Commission and Design Review in January. Informational meetings will be held in December.

Claire Beigle of the Chambers Group, a Portland-based hotel consulting firm, says the Beaverton area has strong occupancy, in the low- to mid-70's percentile. That strength means Homewood Suites should do well. A hotel is also planned for PacTrust's Ronler Acres development in Hillsboro. Ground-breaking for Homewood Suites could be by the spring of 1996. ■

Washington County

A Narrower Future for Cornell Road?

On Oct. 24th the Board of County Commissioners considered an ordinance that would hold Cornell Road from Butler to Shute Road at five lanes, rather than eventually widening it to seven lanes. This change is intended to keep it "pedestrian-friendly" in the Orenco station area at 231st. They are expected to reach a final decision in March of 1996. For more information call Hal Bergsma, Senior Planner, at 640-3519. ■



Steele Park TOD rising in 170th/Elmonica Station Area.