RESOLUTION NO. 1801

A RESOLUTION AUTHORIZING THE EXECUTITION OF AN URBAN SERVICES INTERGOVERNMENTAL AGREEMENT AMONG THE CITIES OF TIGARD, TUALATIN, BEAVERTON, WILSONVILLE AND WASHINGTON COUNTY, OREGON, FOR THE DESIGN OF COMMUTER RAIL STATIONS.

WHEREAS, the City of Tigard, the City of Tualatin, the City of Beaverton and the City of Wilsonville, ("Cities") and Washington County ("County") are all political subdivisions of the State of Oregon; and

WHEREAS, the Cities and County named above endorse the Wilsonville to Beaverton Commuter Rail Project based on the anticipated benefits to the transportation system and support the final design and engineering efforts leading to the construction of the project; and

WHEREAS, the parties desire to enter into an Intergovernmental Agreement (Exhibit "1") to provide better design coordination and design consistency between the Cities and the County; and

WHEREAS, Wilsonville's Transportation Systems Plan has not been finally adopted but the draft plan includes the Beaverton to Wilsonville Commuter Rail project.

NOW THEREFORE THE CITY OF WILSONVILLE HEREBY RESOLVES AS FOLLOWS:

1. The City of Wilsonville City Council authorizes the Mayor to execute the Intergovernmental Agreement, attached hereto as Exhibit "1" and incorporated as if fully set forth herein, between the City of Tigard, the City of Tualatin, the City of Beaverton and the City of Wilsonville, and Washington County.

2. This resolution is effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 4th day of November, 2002, and filed with the Wilsonville City Recorder this same date.

CHARLOTTE LEHAN, MAYOR

ATTEST:

Sandra C. King

Sandra C. King, CMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan	Yes
Councilor Helser	Yes
Councilor Holt	Yes
Councilor Barton	Yes
Councilor Kirk	Yes

URBAN SERVICES INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF TIGARD, THE CITY OF TUALATIN, THE CITY OF BEAVERTON, THE CITY OF WILSONVILLE AND WASHINGTON COUNTY, OREGON

RECITALS

1. This intergovernmental agreement, hereinafter Agreement, is entered into on the last date shown on the signature pages by City of Tigard, the City of Tualatin, the City of Beaverton and the City of Wilsonville, hereinafter "Cities," and Washington County, hereinafter "County," all political subdivisions of the State of Oregon; and

2. ORS 190.007 provides for the furthering of economy and efficiency in local government by intergovernmental cooperation.

3. The parties desire to enter into this Agreement for the purpose of allowing better coordination and design consistency between the Cities and the County in response to the design of station areas for the Washington County - Wilsonville to Beaverton Commuter Rail Project, hereinafter "Project".

4. The Project is defined in the Washington County Commuter Rail Preliminary Engineering documents prepared by URS Consultants and dated February 2002.

5. The Project includes physical improvements to be located in each of the Cities that will require local land use review and permitting. The Project will be more specifically defined during the final engineering and design phase.

6. Cities and County coordinated during the preliminary engineering and design phase of the Project to reach a consensus on the fundamental design features of the physical improvements of the Project. This consensus represents a common understanding between the Cities and County of the Project improvements to be constructed in the Cities and any potential impacts associated with the Project.

7. The parties have unanimously endorsed the Wilsonville to Beaverton Commuter Rail Project based on the anticipated benefits to the transportation system and support the final design and engineering efforts that will lead to construction of the project. The Wilsonville to Beaverton Commuter Rail Project is recognized and included in the Transportation System Plan of each City.

8. It would be to the benefit of the Cities and the County to coordinate planning and permit review for the development of the Project to insure that the Project provides similar station area improvements in each of the Cities based on a consistent set of Project design expectations.

9. It would be to the benefit of the Project to coordinate planning and permit review for the development of the Project to insure that extraordinary expenses do not result from the local review process that could impact the financial feasibility of the Project.

THE CITIES OF TUALATIN, TIGARD, BEAVERTON, WILSONVILLE, AND WASHINGTON COUNTY AGREE AS FOLLOWS:

I. AREA AFFECTED BY THIS AGREEMENT

The area affected by this Agreement is the Project property subject to local land use review and permitting by the Cities that is generally described as the Commuter Rail station areas, including station platforms, park-and-ride lots, operating base and related facilities. This property will be further defined as a result of the final engineering and design effort for the Project.

II. PROJECT DEVELOPMENT PRINCIPLES

a. Insofar as practical, Cities shall be treated equally in terms of type and design of station area Project improvements within each of the Cities' jurisdictional boundaries. Station area Project improvements shall be consistent with a common set of design guidelines (as shown in Exhibit A) for station areas established by the Project. Project improvements may recognize design variations included in local design guidelines or standards. However, any incremental cost attributable to physical improvements or modifications that is greater than the cost in the design guidelines (Exhibit A), or as agreed to through the process set forth in III c. will be the financial responsibility of the permitting city.

b. A Memorandum of Understanding (MOU) between the Commuter Rail Project Manager and the city designee will be prepared outlining the details for costs, construction, roles and responsibilities for station area and any off-site improvements. This MOU will be prepared and agreed to prior to filing a formal land use application with the applicable city.

c. Efforts shall be made through coordination between the Cities and County to protect the Project from extraordinary expenses resulting from local land use reviews and approvals that may impact the financial feasibility of the Project.

III. DEVELOPMENT PROCESS

a. County or its designee will be the applicant for all necessary land use applications for submittal to each City. The applicant shall pay all required application fees or as otherwise agreed.

b. Land use applications submitted to each of the Cities will reflect the Project improvements based on the common understanding of the station area Project design and impacts shown in Exhibit A and including any variations or enhancements agreed to by the City and the Project. A Pre-Application Conference will be held with the particular permitting city prior to application submittal to review the project design and formalize this common understanding of Commuter Rail facility design within each City. The Pre-Application Conference will also identify permit

requirements and an estimated schedule for review of land use applications. During the local project review process, the City in which the application is being processed will assign a staff liaison to the Commuter Rail project who will act as the primary point of contact between that City and the permit applicant.

c. During City's review of land use applications, design issues and/or impacts that extend beyond the Station Area Project Design Guidelines shall be immediately brought to the attention of the County or its designee. County or its designee and City shall meet to evaluate the effects of the City-initiated design changes on the design and financial feasibility of the Project. If design changes can be made that are consistent with the design guidelines of Exhibit A and the Project Development Principles (Section II) of this agreement, such changes shall be incorporated into the Project design and land use application.

d. If a determination of consistency with the Exhibit A cannot be reached, the provisions of the Dispute Resolution section (Section IV) of this Agreement shall be followed.

IV. DISPUTE RESOLUTION

In case of a dispute over the provisions of this Agreement, the one or more Cities and County staff for each entity will immediately refer the dispute to the respective City Manager or Mayor and the County Administrator for resolution. If the City Manager or Mayor and the County Administrator cannot resolve the dispute within 30 days, it shall be forwarded to the Commuter Rail Steering Committee for resolution (the Commuter Rail Steering Committee is composed of elected representatives from the four cities, Washington County and the Tri-Met General Manager). If the Commuter Rail Steering Committee is unable to resolve the dispute within 30 days, the dispute shall be subject to binding arbitration under ORS 190.710-190.800 except that the parties can each select an arbitrator and those arbitrators shall select a third arbitrator. The third arbitrator shall hear the matter. Any decision resulting from this dispute resolution process shall not be a land use decision but may be incorporated into a final land-use decision by the City. The cost of the arbitrator shall be borne equally by the parties to the dispute. Each party shall be solely responsible for its cost of legal representation, if any.

V. NOTICE OF APPLICATIONS

Cities shall give notice to County or its designee of all claims, land use applications, hearings, decisions and any appeals of those decisions made under the authority of this Agreement. County or its designee shall forward to other signatories to this agreement copies of all claims, land use applications, hearings, decisions and any appeals of those decisions made under authority of this Agreement.

VI. TERM OF AGREEMENT

This Agreement shall be effective upon final signature and shall remain in effect for three (3) years. The Agreement may be extended for a subsequent two (2) year term upon mutual agreement of the parties. This Agreement may be terminated by any party upon ninety (90) days written notice to the other parties.

VII. COMPLIANCE WITH LAWS

Each party shall comply with all applicable federal, state and local ordinances, statutes, and regulations that are applicable to the services provided under this Agreement.

VIII. DEBT LIMITATION

This Agreement is expressly subject to the debt limitation of Oregon Counties as set forth in Article XI, Section 10 of the Oregon Constitution and is contingent upon funds being appropriated therefor.

IX. HOLD HARMLESS

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, an the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts of omissions of that party.

X ASSIGNMENT

Each of the parties understand that the County shall have the right to assign this Agreement without the Cities consent to an entity that designs, constructs, and/or operates passenger rail service in this corridor.

XI MODIFICATION

Modifications to this Agreement are valid only if made in writing and signed by all parties. This writing is intended as the final expression of the agreement between the parties with respect to the terms and as a complete and exclusive statement of the terms of the Agreement.

In WITNESS THEREOF, the parties have executed this Intergovernmental Agreement on the date set below their signatures.

WASHINGTON COUNTY, OREGON

By: _____
Tom Brian, Chair
Washington County
Board of Commissioners

Date: _____

Approved as to form:

_____
County Counsel

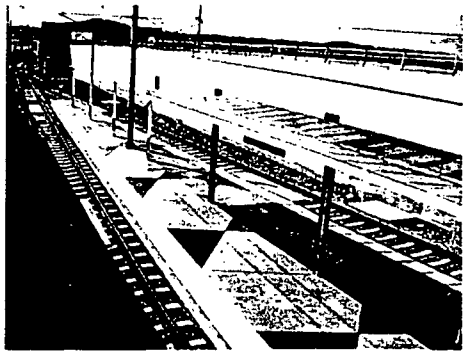
CITY OF WILSONVILLE, OREGON

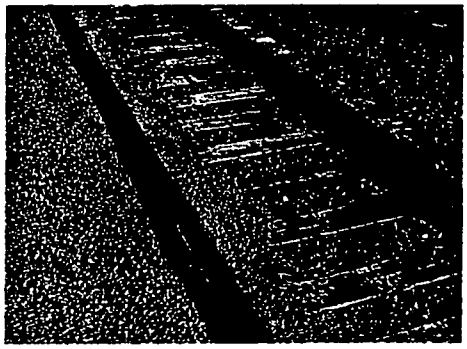
By: _____
Charlotte Lehan, Mayor
City of Wilsonville

Date: Nov 6, 2007

Approved as to form:

_____
City Attorney





DRAFT

Exhibit A
to Commuter Rail
Intergovernmental Agreement

Washington County Commuter Rail Station Design Scope

September 2002

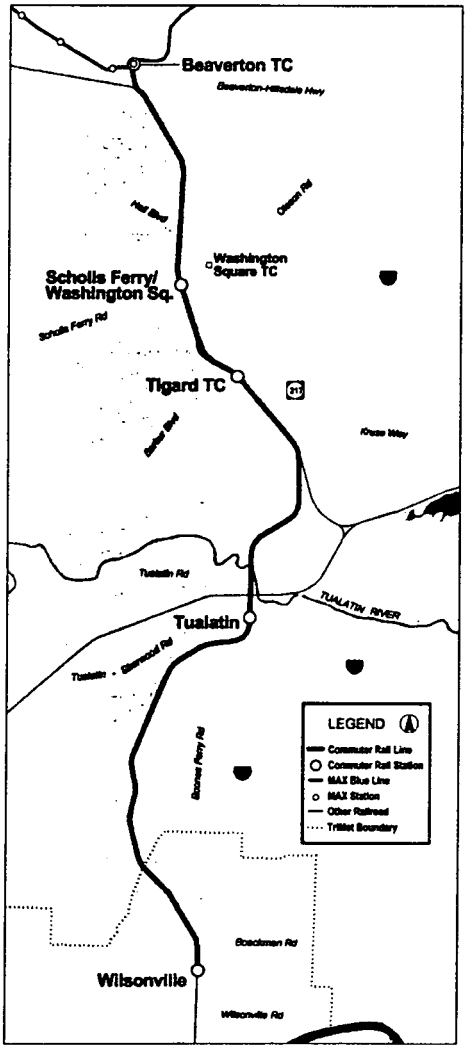
WASHINGTON COUNTY
OREGON

TRIMET

Table of Contents

Project Summary

Trinity Railway Express
Dallas/Ft. Worth, Texas



Washington County commuter rail corridor

Project Description

The Commuter Rail project will serve critical public mobility needs in the eastern Washington County transit corridor through joint use of freight rail lines to move commuters through this fast growing area.

The Commuter Rail project:

- links with the MAX Blue Line to connect riders with Hillsboro, Portland, Gresham and the Portland Airport
- runs 14.7 miles from Wilsonville to Beaverton along an existing railroad corridor
- links five eastern Washington County regional and town centers
- includes park & ride facilities at four of the five stations at Washington Square, Tigard, Tualatin and Wilsonville
- will operate weekdays during rush hours
- has an estimated daily ridership of 4,650 in 2020

Project Cost

Total capital cost for the Commuter Rail project is estimated at $120 million (year-of-expenditure dollars). Federal, state and local funding will cover construction costs. Local cities and Washington County have committed $25 million in local funds. The 2001 Legislature committed $35 million in state lottery bond proceeds for the project. A request for federal authorization and funding for the balance is underway.

Background and Project Status

In 1996, Washington County; the cities of Beaverton, Tigard, Tualatin, Wilsonville and Sherwood; TriMet; Metro; and ODOT began studying the feasibility of commuter rail along a branch freight rail line that parallels Interstate 5 and Highway 217 between Wilsonville and Beaverton. In 1999, the county and the Federal Transit Administration (FTA) began alternatives analysis and an environmental assessment. Both processes have been successfully concluded, and the project is now seeking federal approval to begin final design.

Benefits

- Of the 4,650 average daily weekday riders (in 2020), 2,350 would be new to transit.
- Commuter rail travel time of 26 minutes between Beaverton and Wilsonville is 35-50 percent less than equivalent auto travel.
- Capital cost of $8.2 million per mile is significantly less than an alternative limited-access highway.
- Project is consistent with local, regional and state plans.

Project Scope

Rail Diesel Car (RDC)

RDC Interior-Trinity Railway Express
Dallas/Ft. Worth, Texas

Aero DMU-Colorado Rail Car

M-7 commuter rail vehicle-Long Island Railroad
Bombardier Transportation

Commuter Rail Service

In most settings, commuter rail is a transit service that predominantly serves work commute trips over longer distances than light rail (e.g., MAX). Trains typically run during both the morning and afternoon rush hours; some commuter rail agencies also offer mid-day trains. Commuter rail stations are typically further apart than light rail stations; station spacing on the Washington County line ranges from 3-5 miles.

Washington County and TriMet are planning for weekday commuter rail service for 3.5 hours in both the mornings and afternoons.

Commuter Rail Vehicles

Most new commuter rail systems in North America use diesel-electric-powered locomotives hauling 3-6 passenger coaches in order to carry many passengers over long distances. For commuter corridors with shorter distances between stations and smaller passenger loads, self-propelled train cars like the Rail Diesel Car (RDC), used by the Trinity Railway Express in Dallas/Ft. Worth, are more economical.

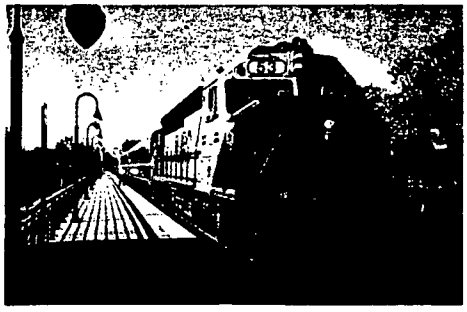
Since the Washington County commuter trains will be operating on an active freight railroad, the passenger vehicles must comply with safety standards set by the Federal Railroad Administration (FRA). No FRA-compliant vehicles have been manufactured since the 1950s. Recently a new car developed by Colorado Rail Car has met the FRA standards and remains in development. Another possible self-propelled rail car is being developed by Bombardier Transportation.

Commuter Rail Facilities

Commuter rail station facilities across North America vary widely in size and amenity levels. Some stations have operated continuously as central railroad stations for decades. Other stations, in part because of the limited peak-hours service, are fairly utilitarian.

Introduction

MAX Red Line-Portland Airport



Station platform-MARC commuter rail
Dorsey, Maryland

Purpose

This document will provide project partners a means of establishing the objectives and expectations of station design for the Washington County Commuter Rail Project.

This document will help:

- outline the objectives of station design for the project
- present background information and design examples from other projects in the region and other commuter rail systems
- clarify station design options and station elements within the project's baseline budget
- outline opportunities for TriMet's public art program to help station communities strengthen their identity using standard and unique project materials
- introduce possible enhancements that, while beyond the scope of the project, may be funded locally by station communities

This document also serves as Exhibit A to the Intergovernmental Agreement (IGA) that the project partners have implemented to describe the physical improvements within each jurisdiction and to provide the basis for a common set of design guidelines to be followed during Project construction.

These design guidelines, when used in conjunction with the preliminary engineering documents, ensure that the Project will provide similar improvements in each of the Cities based on a consistent set of Project design expectations. The IGA also notes that physical improvements or modifications beyond those set forth in these design guidelines or agreed to design variations will be the financially responsibility of the sponsoring city or agency.

Design Objectives

Station platform-Trinity Railway Express
Dallas/Ft. Worth, Texas

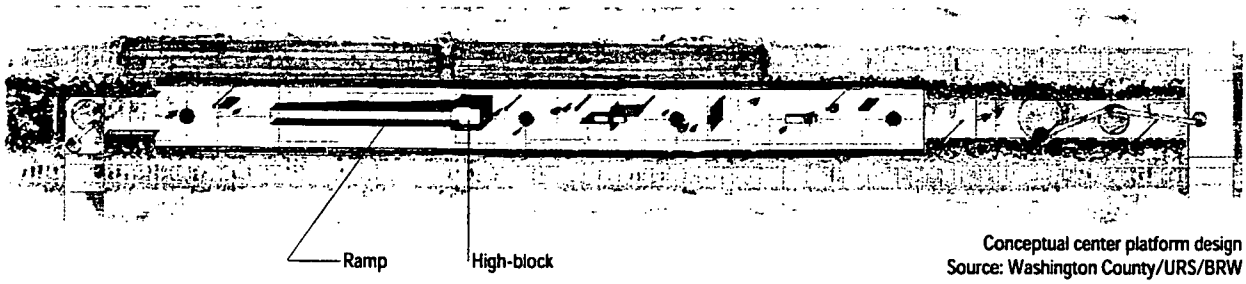
Station platform and adjacent buses-Metrolink
Southern California

TriMet builds both bus and rail facilities based on objectives that have evolved over the years.

In building capital facilities, TriMet seeks to:

- optimize passenger safety and security
- provide protection from the elements for waiting passengers
- optimize system reliability and customer comfort
- enhance the physical place and community in which the facility resides
- minimize disruption to local facilities and communities
- minimize energy consumption
- ease and facilitate maintenance and reduce costs over time
- provide attractive physical improvements within the project's overall capital budget

Station Element: Platforms



Conceptual center platform design
Source: Washington County/URS/BRW

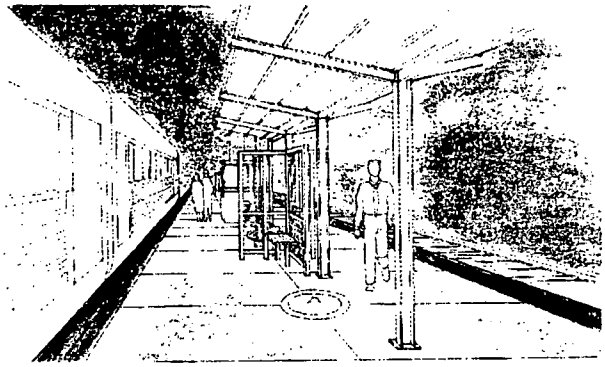


Illustration of conceptual platform design
Source: Washington County/URS/BRW

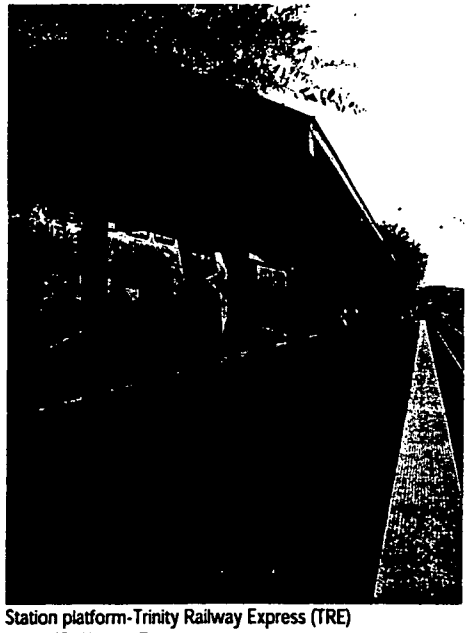
Station platforms provide waiting and loading areas for commuter rail passengers. Platforms must be designed to accommodate pedestrian circulation, ADA requirements, standard transit amenities and the commuter rail vehicle dimensions and clearances. Platform dimensions are typically 20 feet wide by 200 feet long.

Commuter rail platforms will include:

- a "mini-high-block" platform for loading passengers in wheelchairs
- benches
- trash cans
- ticket machines
- shelters

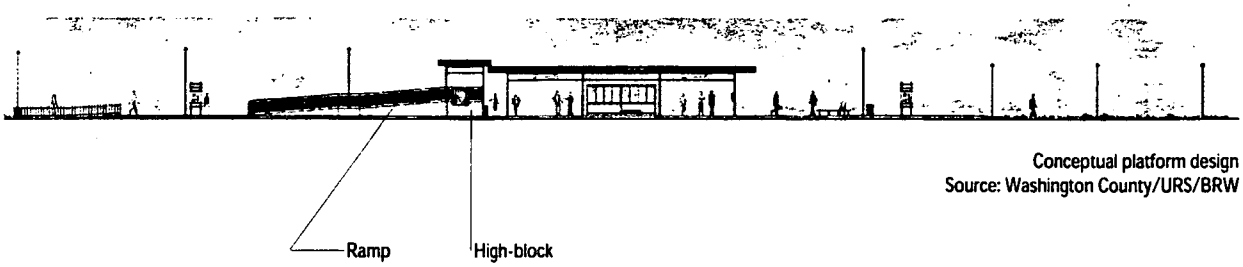
Station platform-Altamont Commuter Express (ACE)
Stockton-San Jose, California

Station platform-Sounder
Tukwila, Washington



Station platform-Trinity Railway Express (TRE)
Dallas/Ft. Worth, Texas

Station Element: Platforms



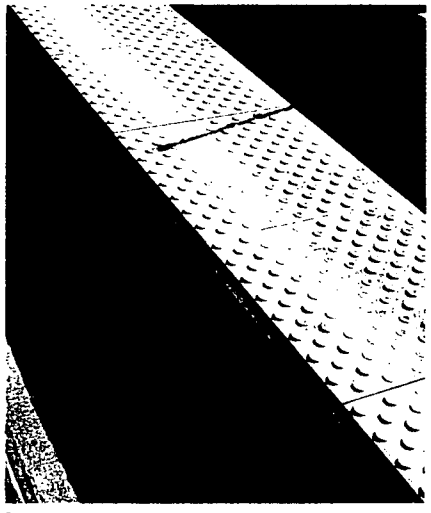
Conceptual platform design
Source: Washington County/URS/BRW

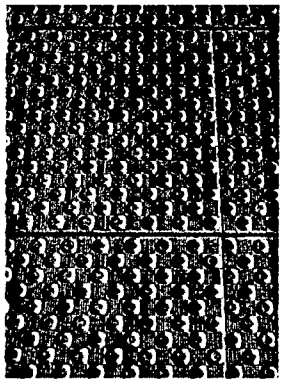
Tactile Pavers

Station platforms must be designed with passenger safety foremost in mind.

Safety features include:

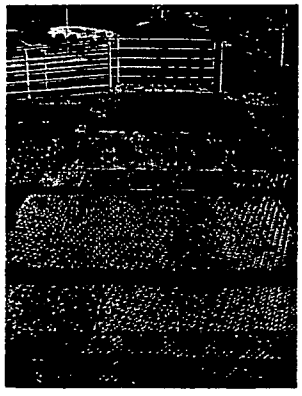
- tactile pavers to delineate the trackway edge
- well-marked and regulated pedestrian track crossings

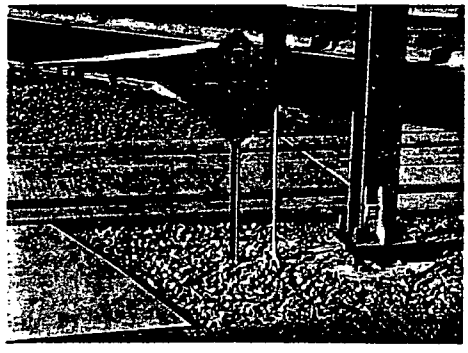




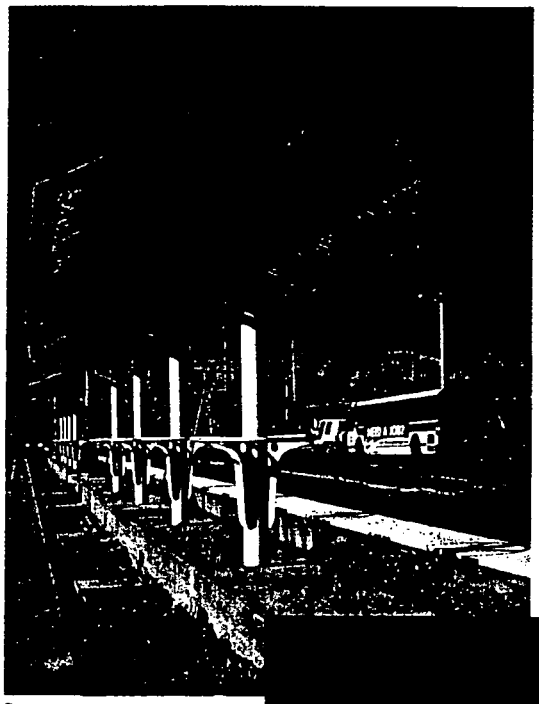
Platform tactile pavers being installed
MAX Yellow Line-Portland Blvd. Station

Track Crossings

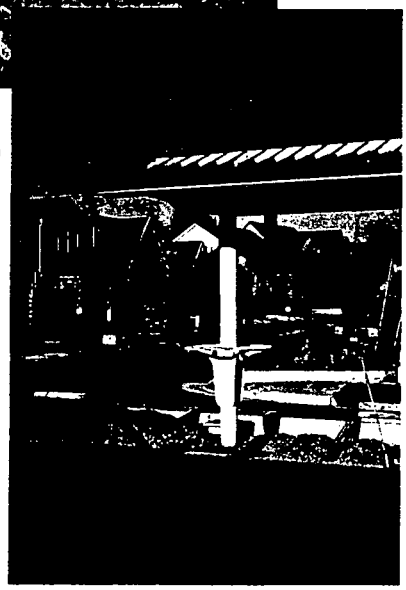




Station Element: Shelters



Partially completed shelter
N Portland Blvd Station
MAX Yellow Line (Interstate MAX)



New shelter under construction
N Portland Blvd Station
MAX Yellow Line (Interstate MAX)

Passenger shelters should provide weather protection, a feeling of security and an identity for the station and surrounding area.

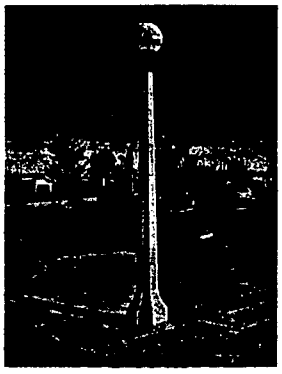
Commuter rail shelters will include:

- a metal roof
- steel support columns
- a stainless steel leaning rail

Shelters are planned to be approximately 10 feet wide by 60 feet in length; the roof will be approximately 10 feet above the platform.

Conceptual platform design showing shelter/windscreen
Source: Washington County/URS/BRW

Station Elements



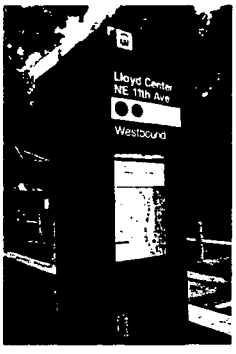
Pedestrian-scale lighting
Precast concrete pole

Overhead cobra-style lighting
Metal pole

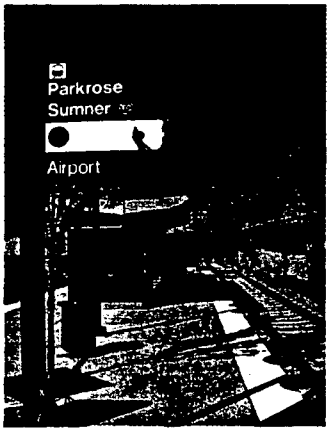
Lights

Commuter rail stations and park & ride lots will include both pedestrian level and higher level lighting. Pedestrian level lighting is provided via 10-foot high precast concrete poles and translucent fixtures. Depending on the situation, higher level lighting will be provided by lights that are typical for either TriMet or the local jurisdiction.

Minimum illumination standards must be met for pedestrian walkways, platforms and parking lots.



Customer information pylon



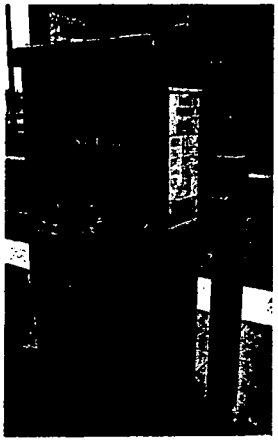
Customer information sign

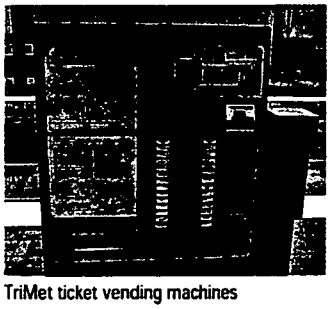
Signs

Station signs provide clear and concise information to passengers.

Signs will:

- be easily visible
- be consistent with existing TriMet graphics
- conform to ADA and other applicable codes
- minimize maintenance requirements





TriMet ticket vending machines

Ticket Machines

Ticket vending machines (TVMs) allow self-service purchase and validation of single and multiple ride tickets.

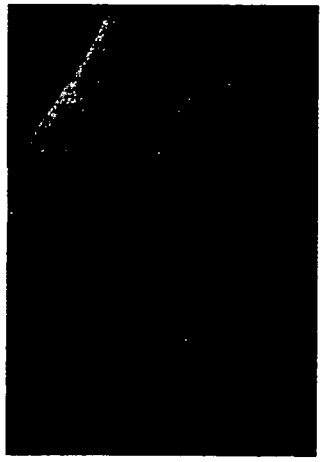
Ticket machines on commuter rail platforms will be standard TriMet equipment.

Station Amenities

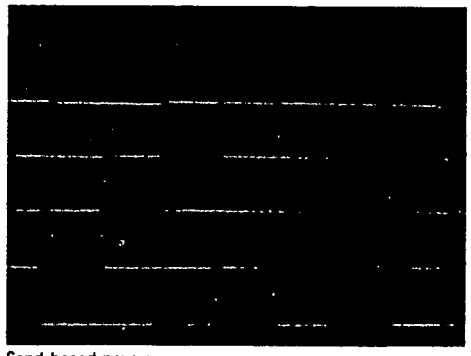
Paving

Various paving treatments can enhance the station environment. Paving materials must meet basic safety requirements.

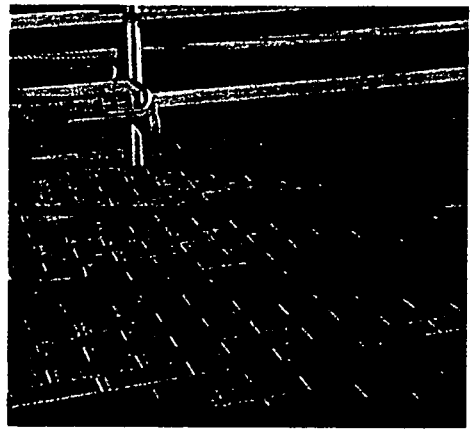
These examples illustrate the paving materials and designs that are considered appropriate for the commuter rail stations.



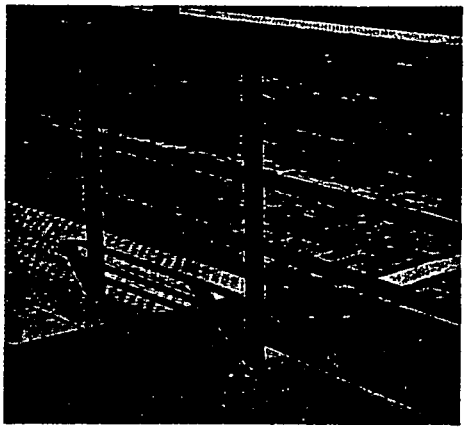
Scored concrete, Rose Quarter TC



Sand-based pavers



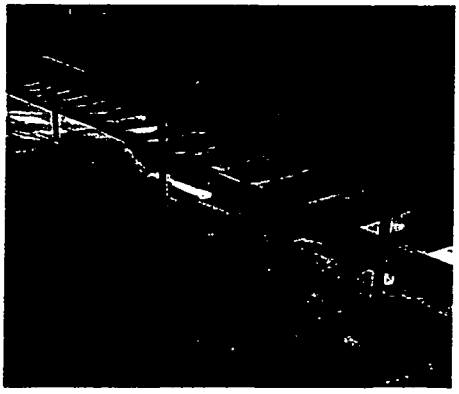
Sand-based pavers



Ramp railing

Railings

Railings provide separation from non-pedestrian areas and fall protection. Railings may be utilitarian in design or may be enhanced as part of the art program or other efforts.



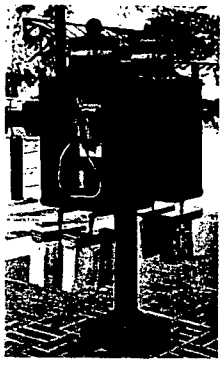
Ramp railing

Platform railing

Station Amenities

Benches

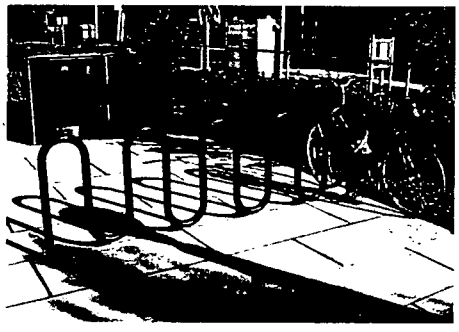
Phones

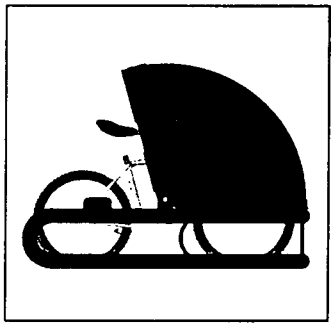


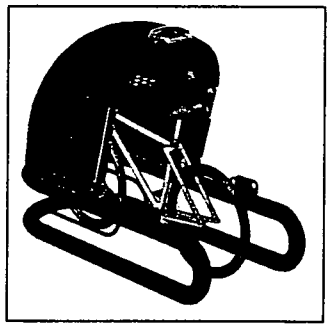
These station amenities are considered appropriate for all commuter rail stations.

Trash Receptacles

Bike Racks/Lockers

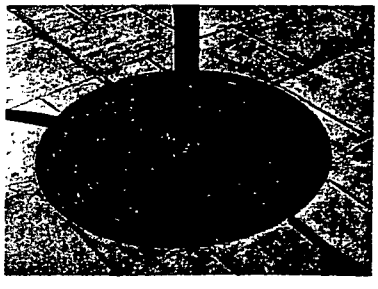


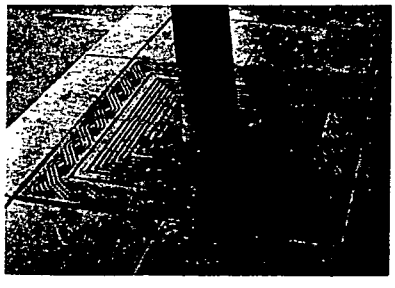




TriMet's new prototype bike locker

Tree Grates





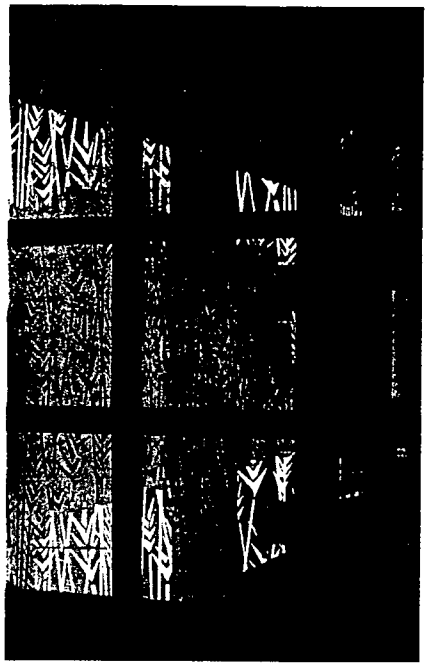
Public Art

Art Program Objectives

A great opportunity for making each station unique is through public art. TriMet's public art program promotes transit use and community pride by integrating permanent art works into the public transit system. The resulting art work celebrates the contributions of public transportation and reflects the cultural richness in the region.

The TriMet public art program:

- utilizes local, regional and national artists to develop high quality public art work that enhances the transit environment
- commissions artwork that is structurally sound and resistant to theft, vandalism, weathering and excessive maintenance costs
- commissions artwork that presents no public safety hazards nor creates any impediment to Americans with Disabilities Act (ADA) compliance



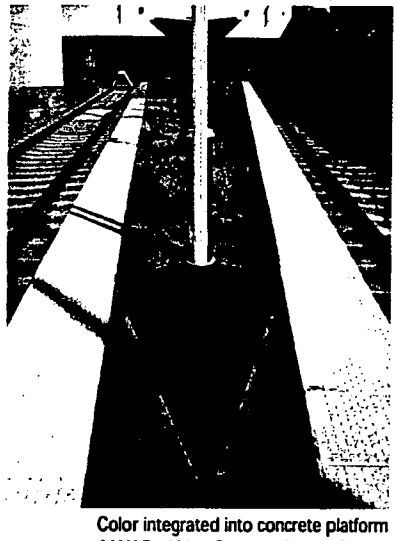
Sand-blasted glass panels
MAX Blue Line-Quatama/NW 205th Ave Station

Community Involvement

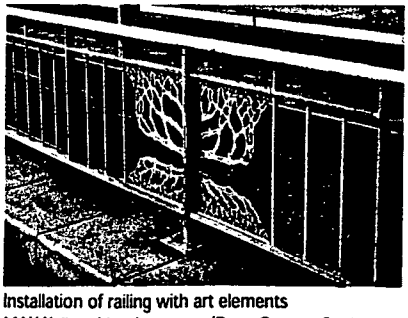
TriMet will form a new group including representatives from each station area and TriMet's Public Art Advisory Committee to select artists and review proposed art work.

Representatives of community-based organizations, neighborhood associations and other groups will be invited to share their knowledge about the community with the artists. The artists' proposals for art work will reflect their understanding of the history and unique character of the areas around the commuter rail stations.

Through frequent exchanges and the direct involvement of community members, the Commuter Rail art program will be better able to achieve its goals of enhancing the transit system and the communities it serves.



Color integrated into concrete platform
MAX Red Line-Portland Airport Station



Installation of railing with art elements
MAX Yellow Line-Interstate/Rose Quarter Station

Art installation: 'Coho Commute'
Mohawk Park & Ride/Tualatin

Prototype railing for N Killingsworth St Station
MAX Yellow Line (Interstate MAX)

Station Enhancements

Communities may consider adding amenities, with local funding, that are beyond the basic design of the commuter rail stations in order to achieve local design objectives.

The Project will strive to incorporate station enhancements wherever financially feasible.

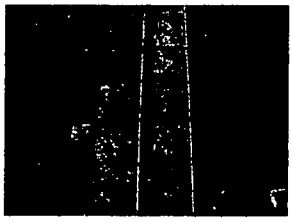
Clocks/Towers

Station clock
Dallas Area Rapid Transit station

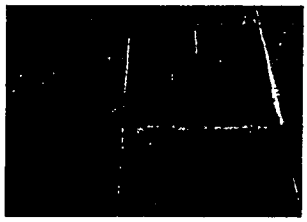
Papé Bell Tower
Oregon State University

Information Kiosks

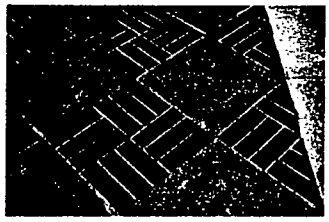
Special Paving



Sand-based pavers

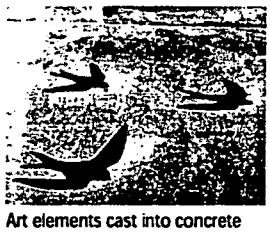


Brick and precast concrete pavers



Brick and precast concrete pavers

Pavers



Art elements cast into concrete

Special Railings

Flower Baskets/Planters

MAX Blue Line-Old Town/Chinatown Station

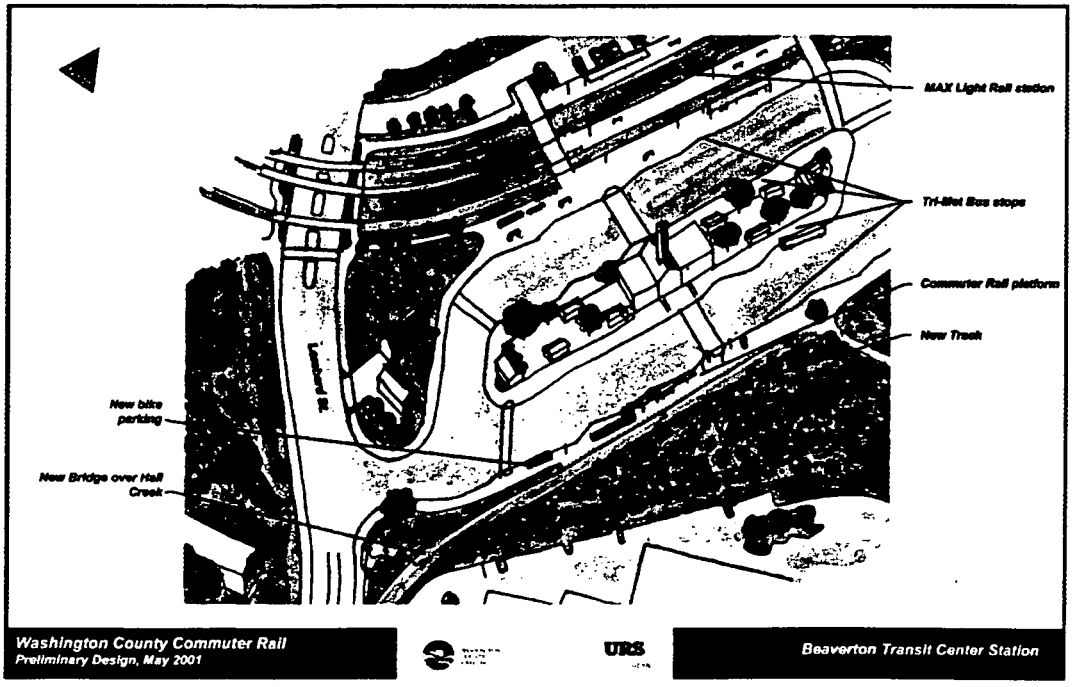
MAX Blue Line-Old Town/Chinatown Station

Commuter Rail Station Plans

The station plans, when considered together with the preliminary engineering documents, form the common set of design elements that will be provided at each of the five commuter rail stations.

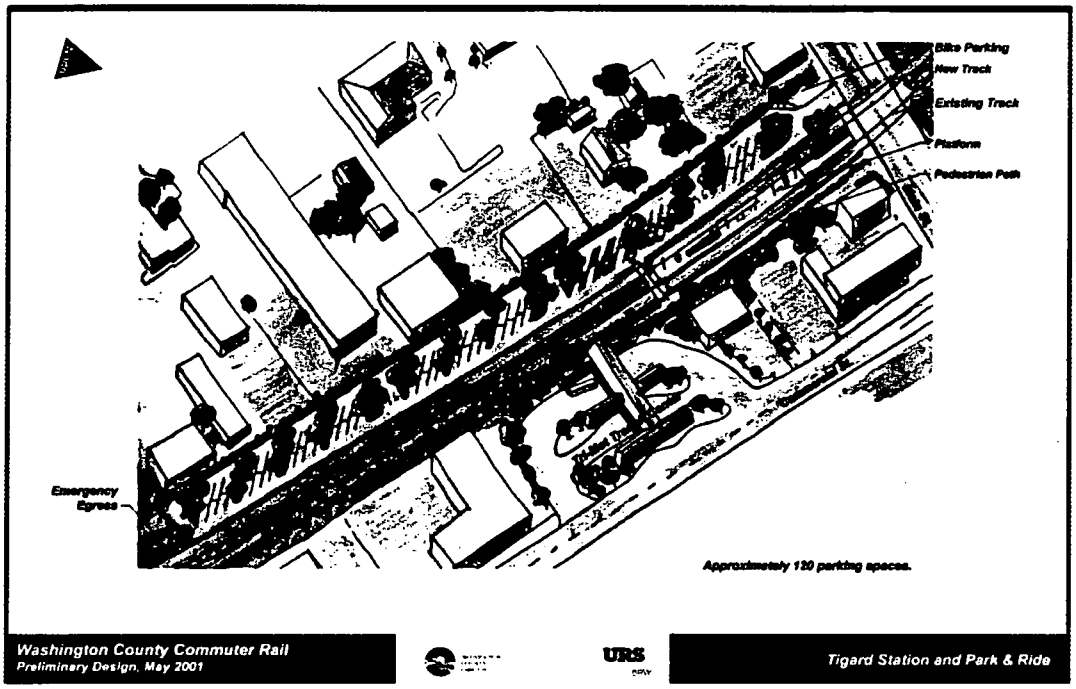
These commuter rail station plans will likely be refined as more detailed engineering occurs on the project. However, design details will be consistent with the provisions of the Intergovernmental Agreement.

Beaverton Transit Center

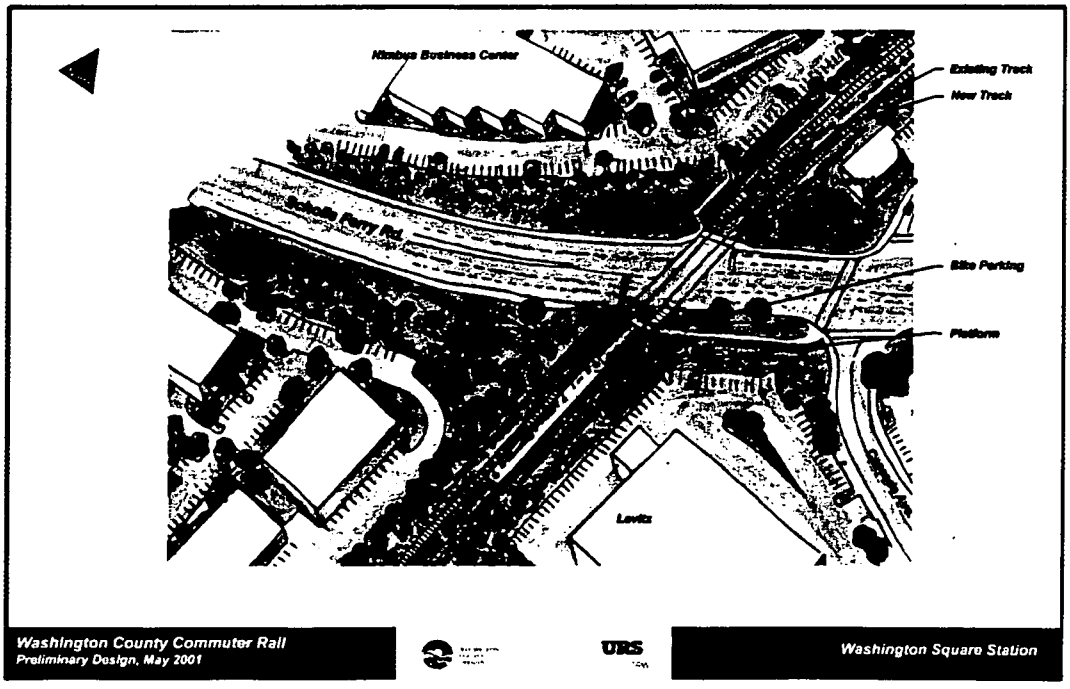


Commuter Rail Station Plans

Tigard Transit Center

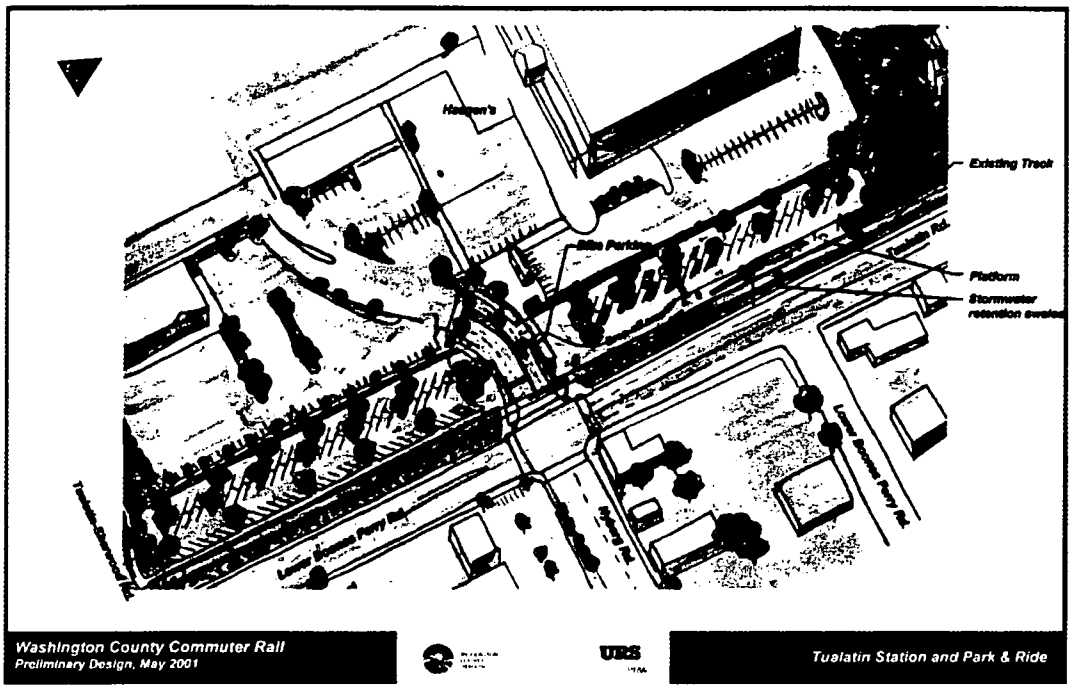


Scholls Ferry Rd./Washington Square



Commuter Rail Station Plans

Tualatin



Wilsonville