

BUDGET/FINANCIAL ORDINANCE IMPACT STATEMENT

INITIATOR-S SUMMARY OF COUNCIL ACTION (Deliver original to the Bureau of Financial Planning. (Retain copy).

1. Name of Initiator Steven W. Gerber		2. Bldg./Room No. 106/9 th Floor	3. Tele. No. 823-7242	4. Bureau/Office/Dept. Office of Transportation, Trans. Planning
6. To Be Filed 4/5ths	a. 12/22/99	b. Calendar (Circle One) Regular <u>Consent</u>		6. Date Submitted to OF&A Budget Analyst: 12/16/99
				7. Fund Name N/A

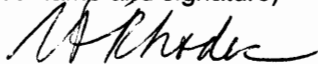
Category 2 Routine and Budgeted Items

Please Check appropriate box and list \$ amount

- Contracts
- Annual supply contracts
- Grants
- Claims payment under \$15,000
- Call for bids on purchasing contracts
- Creation of a Local Improvement District
- Reports to Council regarding completion of projects

Category 3 Non-Routine or Unbudgeted Items

The City and the Port will enter into an Intergovernmental Agreement (IGA) for consultant services for the St. Johns Truck Strategy. The City and Port will have joint overview of consultant services. The Port is providing up to \$50,000 for these services. There is no cost to the City for these services.

APPROPRIATION UNIT HEAD (Typed name and signature) Victor F. Rhodes, Director 
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INTERGOVERNMENTAL AGREEMENT

Port of Portland
and
City of Portland

St. John's Truck Strategy

This Intergovernmental Agreement ("IGA") is made and entered into this _____ day of _____, 1999, by and between the Port of Portland ("Port") and the City of Portland ("City"), for the purpose of analyzing efficient and mitigative circulation of trucks through the St. John's neighborhood as access between the US 30 Bridge and North Portland industrial areas.

RECITALS

- A. The Port is a port district formed and operating under the laws of the State of Oregon and is a unit of local government authorized to enter into this IGA pursuant to the provisions of ORS 190.010 et seq.
- B. The City is a unit of local government authorized to enter into this IGA pursuant to provisions of ORS 190.010 et seq.
- C. The parties recognize the contribution of freight movement to the local, regional, and state economies;
- D. A significant portion of that freight is moved by truck to and from the industrial areas of North, Northeast, and Northwest Portland;
- E. The St. John's neighborhood and business district are surrounded by those industrial areas;
- F. The parties wish to examine the issues of truck access and truck infiltration raised by the neighbors of St. John's and the Port of Portland as part of the Transportation Element of the Comprehensive Plan in 1992;
- G. The City is responsible for the maintenance of and improvements to much of the public street system in St. John's;
- H. The parties, working with a stakeholder advisory committee, wish to jointly determine and analyze appropriate transportation solutions that address freight movement needs of the North Portland industrial areas, while protecting the St. John's residential and commercial area from through-truck infiltration; and
- I. The parties wish to contribute resources to perform transportation planning work.

AGREEMENT

1. Term

This IGA shall be effective when fully executed and shall expire on 31 December 2000.

2. Scope of Duties

2.1 Generally

The work scope is described in Exhibit A, which is attached and incorporated by this reference.

2.2 City Obligations:

2.2.1. The City shall be the lead agency, shall serve as the project manager, shall coordinate all elements of the work scope with Port staff, and shall provide liaison with the Oregon Department of Transportation, Metro, and other advising jurisdictions with respect to all matters relating to the development of the strategy.

2.2.2 The City shall participate in the consultant selection process with the Port.

2.2.3 The City shall perform all tasks assigned to the City in Exhibit A.

2.2.4 The City shall maintain project records, submit monthly written status reports as to the progress of the project, and promptly respond to the Port's requests for information, timing of hearings, and consultant work elements and findings for this project.

2.3 Port Obligation:

2.3.1 The Port shall manage the consultant selection process, in coordination with the City, and shall award and administer the consultant contract(s). These contracts will not exceed a total of \$50,000, and will be paid in full by the Port. The Port shall manage and supervise the consultant(s), in coordination with the City.

2.3.2 The Port shall staff the project management team and attend advisory committee meetings as assigned in Exhibit A;

2.3.3 The Port shall perform all tasks assigned to the Port in Exhibit A; and

3. Compensation

3.1 Each party shall be responsible for its own costs in performing its obligations under this IGA.

3.1.1 The City shall be responsible for any/all fees & cost for technical services and resources required from Metro's Travel Forecasting Section or Data Resource Center

3.2 The Port shall pay the consultants a total amount not to exceed \$50,000.

4. Personnel

The City's project manager shall be Steve Gerber, who is to be assigned to the project for the duration, unless otherwise agreed to by the Port. The City may assign such additional personnel as it deems necessary to do the work or to provide services to be rendered under this IGA.

The Port's project manager shall be Jane McFarland. The Port may provide a substitute for Ms. McFarland during the course of the project if it deems that appropriate.

5. Ownership of Documents

All documents, other than documents delivered to the City, that are produced by Port or its consultants under the terms of this IGA, including but not limited to the consultant(s) engaged by the Port under this IGA, shall be considered the property of the Port. The Port shall retain the copyright interest in all documents produced by the Port or its consultants under the IGA, including but not limited to the consultant(s) engaged by the Port under this IGA, provided that the City shall have a permanent, nonexclusive license to use and make unlimited copies of those documents for use by the City or its employees, contractors, or agents in activities related to the City's business. Upon reasonable notice, the City, or the City's representative or designee, shall have access to all materials related to work under this IGA for inspection, copying, or audit purposes.

6. Termination

Either party may terminate this IGA upon 60 days written notice to the other for any reason deemed appropriate in the sole discretion of the terminating party. Upon receipt of a notice pursuant to this paragraph, the parties shall undertake no work and incur no cost, other than work and costs reasonably necessary to preserve work already performed, to legally terminate any contracts with third persons, and to close out this IGA.

7. Amendment

The terms of this IGA may be modified only by a written document signed by each party's authorized representative, and shall not otherwise be waived, altered, modified, supplemented, or amended in no other manner whatsoever.

8. Time is of the Essence

The City understands that the requirements of the Port and the safety and commercial demands of its customers required that all work done on the project and in fulfillment of the IGA be done in a timely manner.

9. Indemnification

9.1 The City shall, to the extent permitted by law, hold harmless, defend and indemnify the Port and its officers, agents and employees against all claims, demands, actions, and suits (including attorneys fees and costs) brought against any of them arising from City's performance under this IGA.

9.2 The Port shall, to the extent permitted by law, hold harmless, defend and indemnify City and its of officers, agents and employees against all claims, demands, actions and suits (including all attorneys fees and costs) brought against any of them arising from the Port's performance under this IGA.

10. Integration

This IGA constitutes the parties' entire agreement regarding the St. John's Truck Strategy, and supersedes all prior and contemporaneous agreements or communications regarding the same subject.

IN WITNESS WHEREOF, the City and Port have executed this IGA as of the day first written above.

CITY OF PORTLAND

PORT OF PORTLAND

By: _____

By: _____

Commissioner of _____

Mike Thorne
Executive Director

By: _____

APPROVED BY PORT COMMISSION

Gary Blackmer
City Auditor

Date: _____

APPROVED AS TO FORM

APPROVED AS TO LEGAL SUFFICIENCY

By: _____

By: _____

Deputy City Attorney

Counsel for the Port of Portland

EXHIBIT A

WORK PROGRAM FOR ST. JOHN'S PENINSULA TRUCK STRATEGY

Task 1: Project Management Team/Project Advisory Committee

1.1 Project Management - A management team will be comprised of the City of Portland (PDOT) and Port of Portland (Port) transportation planning staff. The management team will provide direct management oversight throughout the development of a recommendation for City Council. Consultants retained by the Port for this project will be evaluated by the management team, which will recommend to the Port award of a contract. The management team will determine the sufficiency of the consultants' work products.

1.2 Project Advisory Committee/Public Outreach - A stakeholder advisory committee comprised of trucking and industrial representatives, affected neighborhood associations, affected transportation agencies and the St. John's Business Association will be formed to advise the project management team. Up to twelve meetings with the advisory committee are anticipated to develop recommendations on truck traffic circulation solutions for the St. John's Truck Strategy.

Assignment: PDOT Planning and Port staff will comprise the management team. PDOT staff will lead the project advisory committee and public outreach efforts, supported by Port staff.

Product: Complete advisory committee and public outreach process leading to staff recommendation for City Council.

Task 2: Review Relevant Documentation

Collect and review transportation information relevant to the objectives of the St. John's Truck Strategy including: St. John's truck circulation studies and associated design solutions, transportation studies for Rivergate, West Hayden Island transportation analysis, recent traffic counts, relevant local and/or regional planning and policy documents, ODOT's recent planning and conceptual design efforts in the I-5 north corridor and other relevant traffic studies and other analyses for the area. Revisions to Metro's population and employment forecasts for the peninsula and modeling output for Metro's RTP forecasts will also be reviewed. This information will be assembled in a summary format identifying its status and relevance to the St. John's Truck Strategy.

Assignment: PDOT Planning staff with Consultant

Product: Report or technical memorandum summarizing existing transportation system problems and issues, policy directives for future development, and status of on-going studies including identification of elements that should be coordinated with the Marine Industrial Plan and the St. John's Truck Strategy.

Task 3: Define Transportation System Objectives

Based on the review of relevant policy documents and the summary of existing transportation system problems, issues and opportunities; specific objectives for mitigating truck impacts on local streets in the St. John's and Cathedral Park neighborhoods' and enhancing truck access between the St. John's Bridge and the North Portland industrial areas will be identified. ***These objectives should represent a clear statement of the Region's, City's, the Port's and North Portland stakeholders' intentions with respect to improvements to truck circulation in the St. John's and Cathedral Park neighborhoods, and the functional use of and investment needs of the roadway system. These will form the basis for considering various transportation system improvement options that address this effort's goals and objectives (see above).***

Assignment: PDOT Planning Staff and Port Transportation Planning Staff

Product: A list of objectives for the transportation analysis and subsequent recommendations on truck traffic circulation improvements, and mitigation related to local streets in the St. John's and Cathedral Park neighborhoods.

Task 4: Develop and Analyze Alternatives, including 2020 Baseline

A series of transportation system alternatives will be developed to test various improvements, using build and no-build scenarios for the following investments:

- West Hayden Island bridge
- new bridge in the St. John's area
- new Columbia River crossing
- improvements on streets in the St. John's and Cathedral Park neighborhoods that facilitate truck circulation between the St. John's Bridge and the North Portland industrial areas and relieve cut-through truck traffic on local and neighborhood collector streets.

Modeling will employ Metro's Travel Forecasting Models including the Commodity Flow Model and PDOT's travel forecasting capabilities to generate 2020 demand output. Analysis will consist of evaluating the nature and magnitude of traffic shifts throughout the North Portland area, identifying primary service areas for each bridge, and reviewing the traffic shifts relative to adopted plans and policies and transportation system objectives. Level of service or other traffic operations analysis will support the evaluations.

Assignment: PDOT Planning staff and Consultant

Products:

- Report on areawide traffic impacts associated with each North Portland transportation system alternative.
- Report on traffic operations analysis of conceptually-designed specific locational improvements within the St. John's downtown and neighborhood that facilitate truck circulation to/from North Portland industrial areas and relieve cut-through truck traffic.

Task 5: Summarize Traffic Analysis Findings and Conclusions

Based on the analysis undertaken in Tasks 1 through 4, a summary report will be prepared for inclusion into the Marine Industrial Plan for North Portland and the St. John's Truck Strategy analysis and reports.

Assignment: PDOT Planning staff and Consultant

Products:

- Draft transportation report for review.
- Final report with findings and recommendations to incorporate into the Port's Marine Industrial Plan roadway needs assessment, and recommendations on specific locational improvements to incorporate into PDOT's St. John's Truck Strategy.

Task 6: Conceptual Design and cost estimates

Based on outcome of the Alternatives Analysis process, including public involvement, prepare conceptual level of design and cost estimate for the preferred alternative(s).

Assignment: PDOT Planning staff and Consultant

Product: Engineered drawings and cost estimates for preferred alternative(s).

Task 7: Recommendation of Strategy by Advisory Committee and Staff to City Council

The alternative strategies provided in this analysis will be evaluated based on the technical and policy criteria set out by the Advisory Committee at the outset of this strategy effort. The Advisory Committee's recommendation will be packaged together with analysis by PDOT Planning staff and forwarded to the City Council for public hearing. PDOT staff will be responsible for preparing the final recommended report to the City Council and production of the adopted St. John's Truck Strategy document.

Assignment: PDOT Planning staff

Product: Final recommended strategy report to City Council

Adoption of recommended strategy and any required amendments by City Council

end

174061

ORDINANCE NO.

* Adopt an Intergovernmental Agreement between the Port of Portland and City of Portland for consultant services to analyze efficient truck movement through the St. John s neighborhood between North and Northeast Portland industrial areas and US 30. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. As a part of the 1992 update of the Transportation Element of the Comprehensive Plan, the North Portland Peninsula neighborhoods requested, the Portland Planning Commission recommended, and the City Council mandated, that the Portland Office of Transportation look at ways to reduce the amount of truck traffic traveling on neighborhood streets.
2. The St. John s Truck Strategy (SJTS), scheduled to be complete in the spring of 2000, will recommend strategies and improvements to the City Council to relieve North Portland neighborhood streets of non-local truck travel.
3. The contribution of freight movement by trucks is recognized as important to the local, regional, and state economies, and that a significant portion of that freight is moved by trucks traveling to, from or across the North Portland Peninsula.
4. The Port of Portland will make available \$50,000.00 for consultant services, as outlined in the Intergovernmental Agreement.
5. The City of Portland will contribute project management and administration.
6. A joint agency and citizen advisory committee will forward all recommendations.

NOW, THEREFORE, The Council directs:

- a. That the Intergovernmental Agreement, herein attached, and by that attachment made a part of this ordinance, is hereby accepted.

Section 2. The Council declares an emergency exists because the requirements of the Port, the health and safety of the affected neighborhoods, and the commercial demands on freight movement require a timely response; therefore this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **JAN 12 2000**

Commissioner Charlie Hales
S. Gerber
November 8, 1999

Gary Blackmer
Auditor of the City of Portland

By *Britta Olson*
Deputy

Agenda No.

174061

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★ Adopt an Intergovernmental Agreement between the Port of Portland and City of Portland for consultant services to analyze efficient truck movement through the St. John's neighborhood between North and Northeast Portland industrial areas and US 30. (Ordinance)

INTRODUCED BY Commissioner Charlie Hales	Filed: DEC 30 1999
NOTED BY COMMISSIONER	Gary Blackmer Auditor of the City of Portland
Affairs	By: <u>Gary Kershner</u> Deputy
Finance and Administration	
Safety <u>Charlie Hales</u>	
Utilities	For Meeting of:
Works	
BUREAU APPROVAL	
Office of Transportation, Transportation Planning Division	Action Taken:
Prepared by: Steven W. Gerber Date: 11-8-99	<input type="checkbox"/> Amended
Budget Impact Review:	<input type="checkbox"/> Passed to 2nd Reading
<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Not Required	<input type="checkbox"/> Continued to:
Director: Victor F. Rhodes <u>VR</u>	

AGENDA		FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:	
			YEAS	NAYS
Consent	Regular	Francesconi		
NOTED BY		Hales		
City Attorney		Sten		
City Auditor		Saltzman		
City Engineer		Katz		
		Francesconi		