

MEMORANDUM OF UNDERSTANDING REGARDING CONSTRUCTION OF THE SOUTHWEST CORRIDOR LIGHT RAIL PROJECT IN TIGARD CITY LIMITS

This Memorandum of Understanding ("MOU") is between the City of Tigard ("Tigard") and Tri-County Metropolitan Transportation District of Oregon ("TriMet"). The intent of this MOU is to demonstrate a commitment to collaborate to ensure that the improvements associated with the Southwest Corridor Light Rail Transit Project ("SWC Project" or "Project") address regional transportation needs while facilitating housing preservation and development, employment preservation and enhancement, and redevelopment land preservation and creation in the City of Tigard.

The Southwest Corridor Steering Committee ("Steering Committee") recommended a Preferred Alternative that serves downtown Tigard by placing a station east of Hall Boulevard in an industrial district. This station location requires focused attention on pedestrian connectivity across and along Hall Boulevard and urban design considerations to ensure development near the station supports commonly understood station area development principles. It also avoids significant adverse traffic effects on Highway 99W, at-grade light rail crossings of Hall Boulevard in two locations, acquisition of unregulated apartment buildings that appear to serve lower income households, and allows a logical and efficient route to a Bridgeport terminus.

This MOU memorializes the commitment of both parties to address the land use, transportation, redevelopment, economic and fiscal impacts that result from the Preferred Alternative selection.

Recitals

Whereas, all parties support the extension of light rail in the Southwest Corridor to address the existing and forecasted travel demand in this corridor and support the region's 2040 Growth Concept and Tigard's land use vision.

Whereas, all parties recognize the recommendations of the Steering Committee in support of the region's 2040 Growth Concept and the Regional High Capacity Transit System ("HCT") Plan, including light rail as the transit mode, the Preferred Alternative as the route, and Bridgeport Village as the desired terminus.

Whereas, all parties recognize that federal funding via the Federal Transit Administration's ("FTA's") New Starts program is necessary to sufficiently finance the SWC Project, that to qualify for such funding the SWC Project must score competitively on multiple metrics to compete for federal funding, and that such metrics emphasize lower capital and operational costs and higher ridership.

Whereas, all parties recognize that the FTA provides guidance for private, commercial development on property purchased with federal funds under Circular 7050.1A, "FTA Guidance on Joint Development."

Whereas, all parties recognize that the FTA must review and approve all transactions for properties purchased with federal funds, including dispositions and Joint Development applications.

Whereas, TriMet and Tigard seek to improve mobility, ensure high quality transit operations, and provide opportunities to enhance transit ridership within the City of Tigard by facilitating enhanced connectivity and transit-oriented development. TriMet will collaboratively look for approaches to siting

transit facilities to minimize the impacts on current development and maximize future residential development and job potential. TriMet will look for opportunities to partner with Tigard on development near future stations.

Whereas, Tigard seeks to advance implementation of assorted plans and policies focused on downtown redevelopment, including its Comprehensive Plan, and recognizes that multimodal transportation enhancements and catalytic development opportunities can occur in conjunction with the SWC Project.

Agreements

The parties agree to cooperate on the following items of interest:

1. If the SWC Project terminates at Bridgeport in the City of Tualatin, Tigard and TriMet will recommend to the Steering Committee that the Project will locate at least four light rail stations in the City of Tigard as follows: (1) one serving the northern portion of the Tigard Triangle; (2) one serving the southern portion of the Tigard Triangle; (3) one serving downtown Tigard; and (4) one serving the 72nd Avenue corridor. The final location of the terminal station at Bridgeport may be an additional station in Tigard.
2. With regard to the station serving downtown Tigard, the project must meet the conditions below. The following concepts will be included in a draft and final Conceptual Design Report to be presented to the City Council for acceptance:
 - a. Light rail station platform(s) will be located immediately south and east of Hall Boulevard. In consultation with Tigard, TriMet will lead planning and design studies to determine the optimal location of bus transit facilities and park and ride facilities to optimize and pedestrianize the downtown station area for Tigard residents, employees, visitors and transit passengers, for consideration by the Steering Committee. TriMet and Tigard will work to jointly agree to the final location of such facilities for consideration by the Steering Committee.
 - b. Pedestrian access and multimodal connectivity to the Downtown Tigard station platform are important to achieving the goals of creating an active station, fostering transit ridership, and facilitating connections to residences and businesses. Design of pedestrian connections along and across Hall Boulevard are of considerable importance to achieving these goals and the parties acknowledge that Hall Boulevard, in its current state, impedes safe and convenient multimodal use and crossing. TriMet and Tigard recognize the need for clear, safe multimodal access to a light rail station on Hall Boulevard and share this as a priority. The parties agree to work together with ODOT on a redesign of Hall Boulevard in the light rail station area, from the freight railroad to Hunziker Street, and that the Hall Boulevard redesign will be presented to the Tigard City Council at 15, 30 and 60 percent of Project completion. Eligible Project elements within the station area will be funded as part of the Project. For other elements, TriMet and Tigard will jointly seek funding from ODOT and others to include as Project betterments. The parties also agree to seek a jurisdictional transfer of Hall Boulevard.
 - c. Tigard desires transit-oriented development ("TOD") to occur around the Downtown Tigard station and recognizes that the construction of parking facilities is a financial hurdle

to TOD's feasibility. In conjunction with a Station Optimization Study, the parties will consider additional non-transit parking at the structure that supports transit-oriented development. The parties understand that the FTA will not fund parking facilities for non-transit uses and the funds for any additional non-transit parking will need to be provided by sources outside the SWC Project. Based on Tigard's findings, the park and ride parking structure will be designed and constructed accordingly. Upon adoption of the Land Use Final Order, the parties will begin negotiating a Shared Use Agreement to be completed prior to the Engineering phase of the Project, which will define the obligations of each party related to the financing, construction, operations, maintenance, and use of the structure. This proposal will be informed by the Steering Committee's decision on the location and size of park and ride facilities along the alignment.

- d. Tigard seeks to enhance urban design, redevelopment potential, and the potential for station area density around the downtown station. To that end, TriMet agrees to locate, design, construct, and operate any Operations and Maintenance Facility ("O&M Facility") in Tigard city limits to maximize the redevelopment potential of the downtown station area. The O&M Facility will be located and designed to complement adjacent development and include physical and visual connections to its surrounding environment wherever possible.
 - e. TriMet will help mitigate business impacts in the Hunziker Industrial Core through standard federally required mechanisms in the Uniform Relocation Act, and through the proactive development of an Employment Transit Oriented Development District which TriMet will, through its planning and design efforts, help to effectuate. The goal is to achieve an overall employment density increase in the Hunziker Industrial Core after the Project is constructed as compared to before.
3. If the Project does not terminate at Bridgeport in Tualatin, Tigard and TriMet will recommend to the Steering Committee three light rail stations will be located in the City of Tigard as follows: (1) one serving the northern portion of the Tigard Triangle; (2) one serving the southern portion of the Tigard Triangle; and (3) one serving downtown Tigard. With regard to the downtown-serving station, TriMet and Tigard will work jointly to agree to the design and location of an MOS station prior to Steering Committee action in advance of the FEIS publication. The ultimate goal of the Project, whether as one process or in phases, is for a terminus at Bridgeport Village. Should the extension to Bridgeport Village be done in phases, TriMet will use its best efforts to ensure such completion occurs as quickly as possible, with a strong preference for within 10 years from the completion of the first phase.
 4. TriMet will demonstrate support for Tigard efforts to establish a multimodal Ash Avenue crossing across the existing freight tracks by furthering Tigard's interest in this crossing in Project negotiations with ODOT Rail and the railroad companies. This may be done by conducting a study of the nexus of this crossing with the Project and considering inclusion of the new crossing in the Project's Rail Order. TriMet will support Tigard's efforts to fund the new crossing as a Project betterment. Tigard will identify up to two existing public crossings that Tigard will close at Tigard's cost as part of an agreement with ODOT Rail.
 5. TriMet will study and design the Project to accommodate bicycle and pedestrian travel to establish an active transportation connection between downtown and the Tigard Triangle. This

multi-use path will be a betterment and both parties agree to be co-applicants for grants to fund the bicycle and pedestrian infrastructure.

6. To capitalize on real estate value created by the light rail project, TriMet will work with Tigard on a Joint Development Project Proposal that focuses on significant residential and employment (i.e. ridership-enhancing) development opportunities.
7. The parties seek to preserve and develop affordable housing in the city limits in proximity to the Project. TriMet and Tigard are both parties to the executed "Memorandum of Understanding Between the City of Portland, City of Tigard, Metro, Washington County and the Tri-County Metropolitan Transportation District of Oregon Regarding Southwest Corridor and Affordable Housing" ("Affordable Housing MOU"). As parties to the Affordable Housing MOU, TriMet agrees to use Project property to encourage development of affordable housing consistent with FTA requirements and Tigard agrees work to implement the Equitable Housing Strategy, facilitate construction of affordable housing, and work with TriMet to encourage ridership in the SW Corridor, which the parties recognize as encouraging enhanced transit corridors for streetcar and bus operations. Tigard anticipates using tax increment financing and potentially other funds for the development of affordable housing at or near TriMet stations.
8. TriMet and Tigard will develop an IGA to define the scope and budget necessary for City staff participation in Project activities.
9. This MOU is a statement of cooperation between the parties, setting out the parties' intent to act together to achieve the goals set out herein. This MOU may not be judicially enforced and may not be relied upon as a basis for a contract by estoppel or be the basis for a claim based on detrimental reliance or any other theory. The concepts in this MOU may be refined through additional intergovernmental agreements.

IN WITNESS WHEREOF, the parties have executed this MOU to be effective as of the date last executed. The parties attest that the signatories to this MOU have the authority to enter into this agreement on behalf of their respective agencies.

CITY

By: 

Print Name: Martha Wine

As Its: City Manager

Date: 11.13.2018

TRI-MET

By: 

Print Name: Steve Witter

As Its: Executive Director, Capital Projects

Date: Nov 14, 2018