

I-5 Rose Quarter Improvement Project: Findings of Compatibility with Acknowledged Comprehensive Plans per Oregon Administrative Rule 731-015-0075

These findings address compliance with the applicable provision of the Oregon Department of Transportation's (ODOT) State Agency Coordination Program, which is Division 15 of Oregon Administrative Rule (OAR) Chapter 731. The purpose of ODOT's State Agency Coordination Program is to ensure that ODOT plans and projects "are carried out in compliance with the statewide planning goals and in a manner compatible with acknowledged comprehensive plans."¹

Background

The I-5 Rose Quarter Improvement Project (Project) has been developed through a coordinated planning and project development process between ODOT and the City of Portland (City), considering potential solutions to Interstate 5 (I-5) and local street concerns in the Broadway/Weidler interchange area.

Between 2010 and 2012, ODOT and the City initiated a partnership to co-develop land use and transportation concepts for the N/NE Quadrant of the Central City through an iterative process involving the interested parties. The planning process evaluated over 70 design concepts to improve I-5 between I-84 and I-405 and the I-5 Broadway/Weidler interchange area.

This joint effort combined the planning of local strategies for land use, urban design, and local transportation improvements, typically a city responsibility, with the planning of interstate highway improvements, which is an ODOT responsibility. This approach for highway improvements was to address long-demonstrated safety and operational issues that would contribute to the continued vitality of the central city and the mobility needs of the region and state.

That planning process culminated with the issuance of the North/Northeast Quadrant Plan², which was incorporated into the City's Central City 2035 Plan in 2018 as an amendment to the City's Comprehensive Plan, and the Oregon Transportation Commission (OTC) adoption of the I-5: Broadway/Weidler Interchange Facility Plan³ (Facility Plan) in 2012.

After the adoption of the Facility Plan, ODOT and the City collaboratively developed a project to implement a component of the Facility Plan called the I-5 Rose Quarter Improvement Project ("Project"). The Project is included in the City's adopted 2035 Transportation System Plan (TSP) consistent with the adopted N/NE Quadrant Plan, Central City 2035 Plan and the Facility Plan.

¹ Oregon Administrative Rule (OAR) 731-015-0005.

² Exhibit A Ord. 18731 City NE Quadrant Plan.pdf

³ Exhibit B Facility Plan 2012

I-5 Rose Quarter Improvement Project: Findings of Compatibility (SAC)

The Federal Highway Administration (FHWA) and ODOT, in compliance with the National Environmental Policy Act (NEPA), issued an Environmental Assessment (EA)⁴ for the Project in February 2019. Following Project design refinement in response to public comments received on the 2019 EA, FHWA issued a Revised Environmental Assessment (REA) and Finding of No Significant Impact (FONSI)⁵ in October of 2020.

In July 2020, Portland City Council issued a Suspend Work directive to all City Bureaus (July 6, 2020) related to Project work. The suspend work directive was issued due to the City's belief that the Project did not fully align with City values.

Beginning in 2020 and extending through 2021, an Independent Highway Cover Assessment (ICA) engaged the Project's advisory committees and community partners to explore design opportunities for the highway cover that supported restorative justice outcomes. The purpose of the ICA was to better understand partner goals and objectives within the Project Area, generate potential highway cover scenarios, and assess the impacts and benefits of those scenarios. In July 2021, as directed by OTC, the ICA team submitted to the State a Final Report with highway cover design options that would promote the redevelopment of the Albina neighborhood in a manner that creates economic opportunities for area residents and minority-owned businesses. The outcome of the ICA resulted in recommendations for modification to the design concept approved by FHWA (the Build Alternative approved in the 2020 REA and FONSI).

In July 2021, Oregon Governor Brown convened a series of meetings with Project stakeholders and community organizations, including the City of Portland, to discuss the design concepts developed in the ICA. In August 2021, the Project's Historic Albina Advisory Board (HAAB)—as supported by the Executive Steering Committee (ESC) and the Community Oversight Advisory Committee (COAC)—recommended "Hybrid 3" as the preferred highway cover design concept for the Project. Following the community and stakeholder recommendations, in September 2021, the OTC directed ODOT to advance further evaluation of the Hybrid 3 highway cover design concept, with conditions related to the Project's funding process and other technical analyses.

In January 2022, Oregon Governor Brown and local government parties, which include the City, Multnomah County and Metro elected official representatives, signed a Letter of Agreement⁶ to demonstrate shared understanding and support for the proposed Hybrid 3 highway cover design concept as part of the Project. The proposed Hybrid 3 design concept was intended to address a collective desire to reconnect the neighborhood, create buildable space, and enhance

⁴ I-5 Rose Quarter Improvements Project, Environmental Assessment (February 15, 2019). FHWA and ODOT. https://www.i5rosequarter.org/pdfs/environmental_assessment/I5_Rose_Quarter_Environmental_Assessment.pdf

⁵ I-5 Rose Quarter Improvements Project, Finding of No Significant Impact and Revised Environmental Assessment (October 30, 2020). Federal Highway Administration and Oregon Department of Transportation. [I-5 Rose Quarter Improvement Project Finding of No Significant Impact and Revised Environmental Assessment \(i5rosequarter.org\)](https://www.i5rosequarter.org/pdfs/environmental_assessment/I5_Rose_Quarter_Environmental_Assessment.pdf)

⁶ Exhibit C, Governor Letter of Agreement: Hybrid Option 3: I-5 Rose Quarter Improvement Project

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wealth-generating opportunities for the community, while simultaneously addressing the area's multimodal transportation needs.

In accordance with the National Environmental Policy Act (NEPA), ODOT evaluated the October 2020 NEPA decision and prepared a draft Supplemental EA which considered the differences of a Project that included the Hybrid 3 highway cover design compared to the design that was analyzed in the 2020 REA/FONSI. At the conclusion of the reevaluation, FHWA and ODOT agreed that the design changes required additional analyses beyond what was presented in the 2020 REA, and FHWA rescinded the FONSI on January 18, 2022. ODOT rescinded its April 2021 SAC Findings⁷ on May 10, 2022.

In July 2022, the Portland City Council unanimously approved an ordinance to re-engage as a Project partner and approve an Intergovernmental Agreement⁸ with ODOT to support further analysis of the Hybrid 3 concept. The City Council reaffirmed their Project support, specifically of the Hybrid 3 highway cover design, in April 2023⁹ and again in September 2023¹⁰ in support of ODOT's application for a Reconnecting Communities and Neighborhoods Grant for the Project. The City also provided a letter of support for ODOT's 2022 Reconnecting Communities grant application.¹¹

To satisfy NEPA requirements, ODOT and FHWA prepared a Supplemental Environmental Assessment (SEA) analyzing Hybrid 3 as the revised Build Alternative. The SEA was released for a 50-day public comment period on November 15, 2022. Many comments on the SEA focused on the relocation of the I-5 southbound off-ramp, a component of the Hybrid 3 design concept, and its effects on pedestrian and bicycle safety, freight movement, and traffic management during events in the Rose Quarter. In response to these comments and in collaboration with the City of Portland, the HAAB, Project partners, and key community partners, ODOT refined the design of the Revised Build Alternative. As compared to the Revised Build Alternative design considered in the 2022 SEA, the design refinements would improve safety for people walking, biking, and rolling; reduce car and transit delays; support redevelopment opportunities for the Albina community; and create safer access to Moda Center events. This refined Revised Build Alternative is analyzed in a Revised Supplemental Environmental Assessment (RSEA). ODOT expects FHWA to issue a NEPA decision document in early 2024.

If, following issuance of the RSEA, FHWA issues a FONSI, the proposed Revised Build Alternative from the RSEA (which includes the Hybrid 3 highway cover design) will become the design concept for the Project. The term "Project" used in the following findings refers to the proposed Revised Build Alternative, unless otherwise indicated, including both Hybrid 3 and the

⁷ Exhibit D, Withdrawal of SAC Findings

⁸ Exhibit E, Rose Quarter IGA 2022.pdf

⁹ Exhibit F, City ISRQ Ltr to ODOT 04_2023

¹⁰ Exhibit G CitySupportLetter 09_2023

¹¹ Exhibit H, City ISRQ RCP Support Ltr 2022.pdf

design from the 2022 SEA, as well as design refinements incorporated in response to public comments on the 2022 SEA.

The Project is subject to ODOT's State Agency Coordination Program, Oregon Administrative Rule (OAR) 731-015-0075, which addresses coordination in project development for Class 1 and Class 3 projects, as defined by NEPA implementing regulations. The NEPA class of action for the Project is Class 3, preparation of an Environmental Assessment.

In accordance with its State Agency Coordination Program OAR 731-015-0075, ODOT sets forth the following findings demonstrating that the Project will be carried out in compliance with the statewide planning goals and in a manner compatible with the City of Portland's acknowledged comprehensive plans as required by OAR 197-180, OAR 660-30, and OAR 660-31.

OAR 731-015-0075: Coordination Procedures for Adopting Plans for Class I and Class III Projects

- (1) The Department shall involve affected cities, counties, metropolitan planning organizations, state and federal agencies, special districts and other interested parties in the development of project plans. The Department shall include planning officials of the affected cities, counties and metropolitan planning organization on the project technical advisory committee.**

Findings: The terms "affected city or county" and "affected State and Federal Agencies" are defined in OAR 731-015-0015(2) and (3) respectively. An "affected City or County" refers to the city or county that has comprehensive planning authority over the area that will be impacted by ODOT's proposed action. The affected state or federal agency means those agencies identified in ODOT's SAC program. The affected agencies are City, Multnomah County and Metro. The affected state and federal agencies are ODOT and FHWA. ODOT has also identified other interested parties and special districts. ODOT's involvement with these affected entities and interest parties is as follows: ODOT has engaged planning staff and elected officials from the City, Multnomah County, Metro, FHWA, special districts and other interested parties since the inception of the Facility Plan (2010) and continuing through the development of the Revised Build Alternative (2023). That engagement is described in more detail in the background section above, which is incorporated into this finding by reference. Other interested parties, as well as the general public, were also proactively engaged. A list of public outreach events from 2016 through 2023 can be found as I-5 Rose Quarter Improvements Project Outreach Events, December 2016 to December 2023¹².

Involvement with affected parties has included but is not limited to:

- City of Portland (staff and elected officials)
- Metro (staff and elected officials)

¹² Exhibit I RQ_List_of_Community_Events_2023

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- Multnomah County (staff and elected officials)
- TriMet (staff)
- Portland Public Schools (staff and elected board)
- Historic Albina Advisory Board (ODOT appointed advisory board, with the purpose to elevate voices in the Black community to ensure that project outcomes reflect community interests and values, and that historic Albina directly benefits from the investments of this project)
- Community Oversight Advisory Committee (ODOT appointed advisory board, with the purpose to review and provide feedback on the Project's Disadvantaged Business Enterprise (DBE) and workforce programs and practices)
- Executive Steering Committee¹³ (Elected and appointed officials from affected agencies and community representatives)

ODOT, Metro, City, and TriMet planning officials have worked and continue to work together and to engage other interested parties. The Project complies with and implements the City's Comprehensive Plan, as well as desired community outcomes.

(2) Goal compliance and plan compatibility shall be analyzed in conjunction with the development of the Draft Environmental Impact Statement or Environmental Assessment. The environmental analysis shall identify and address relevant land use requirements in sufficient detail to support subsequent land use decisions necessary to authorize the project.

Findings:

Goal compliance and plan compatibility has been analyzed in conjunction with the development of NEPA documents including the EA and through each iteration of the Project as shown in the EA, the REA, the SEA, the RSEA, and further documented in the Land Use Technical Report, Supplemental Land Use Technical Report, and Revised Supplemental Land Use Technical Report. ODOT's analysis is documented in Section 6.4 of the Revised Land Use Supplemental Technical Report (2023), located in Appendix A of the RSEA, which demonstrates that the Revised Build Alternative is compatible with Portland's Comprehensive Plan, the Regional Transportation Plan (RTP), and applicable state land use laws, plans, and policies.

The City Council adopted the N/NE Quadrant Plan and Facility Plan on Oct 25, 2012 (Resolution No. 36972) The City Council adopted the Central City 2035 Plan and related Transportation System Plan amendments on June 6, 2018, which included the Project as conceptualized within the N/NE Quadrant and Facility plan (Ordinance No. 189000 and 190023). The Project appears in the Transportation System Plan as projects #20119, #20120, #20121 as well as an Action Item TR120 in the Central City 2035 Plan (Ordinance No. 189000 and 190023 and Resolution No. 37360).

¹³ I-5 Rose Quarter Improvements Project Executive Steering Committee Charter (October 26, 2020). [Executive Steering Committee Charter \(i5rosequarter.org\)](https://www.i5rosequarter.org/Executive-Steering-Committee-Charter)

(3) Except as otherwise set forth in section (4) of this rule, the Department shall rely on affected cities and counties to make all plan amendments and zone changes necessary to achieve compliance with the statewide planning goals and compatibility with local comprehensive plans after completion of the Draft Environmental Impact Statement or Environmental Assessment and before completion of the Final Environmental Impact Statement or Supplemental Environmental Assessment. These shall include the adoption of general and specific plan provisions necessary to address applicable statewide planning goals.

Findings: The Project is identified as a major transportation improvement project in the City's Comprehensive Plan, as TSP project numbers 20119, 20120, and 20121. The Project is compatible with applicable laws, policies and with the City's acknowledged Comprehensive Plan. As a result, no plan amendments or zone changes are necessary.

(4) The Department may complete a Final Environmental Impact Statement or Supplemental Environmental Assessment before the affected cities and counties make necessary plan amendments and zone changes in the following case:

(a) The Final Environmental Impact Statement or Supplemental Environmental Assessment identifies that the project be constructed in phases; and

(b) The Department finds:

(A) There is an immediate need to construct one or more phases of the project. Immediate need may include, but is not limited to, the facility to be improved or replaced currently exceeds or is expected to exceed within five years the level of service identified in the Oregon Highway Plan; and

(B) The project phase to be constructed meets a transportation need independent of the overall project, is consistent with the purpose and need of the overall project as identified in the FEIS, and will benefit the surrounding transportation system even if no further phases of the project are granted land use approval.

Findings: OAR 731-015-0075(4) does not apply. The City has already made the necessary plan and zoning code amendments.

(5) If a Final Environmental Impact Statement or Supplemental Environmental Assessment is completed pursuant to section (4) of this rule, all necessary plan amendments and zone changes associated with the particular phase of the project to be constructed shall be made by the city or county prior to constructing that phase of the project.

Findings: OAR 731-015-0075(5) does not apply. The City has already made the necessary plan amendments when it incorporated the core elements that make up the Revised Build Alternative into its Comprehensive Plan and updated its zoning code.

(6) If compatibility with a city or county comprehensive plan cannot be achieved, the Department may modify one or more project alternatives to achieve compatibility or discontinue the project.

Findings: OAR 731-015-0075(6) does not apply. The City has already made the necessary plan amendments. The Project is incorporated into its Comprehensive Plan.

(7) The Commission or its designee shall adopt findings of compatibility with the acknowledged comprehensive plans of affected cities and counties when it grants design approval for the project. Notice of the decision shall be mailed out to all interested parties.

Findings: The Project is compatible with the applicable comprehensive plans.

The Project supports and helps implement the Central City 2035 Plan, is identified in the City's 2035 Transportation System Plan, which is the long-range plan guiding transportation investments in the City. Both documents are elements of the City's Comprehensive Plan.

The Transportation System Plan includes the Project as project numbers 20119, 20120, and 20121, all located on I-5 between I-84 and I-405 in the N/NE Quadrant. The description of project 20119 reads, "Conduct planning, preliminary engineering and environmental work to improve safety and operations on I-5, connection between I-84 and I-5, and access to the Lloyd District and Rose Quarter." The description of project 20120 reads, "Acquire right-of-way to improve safety and operations on I-5, connection between I-84 and I-5, and access to the Lloyd District and Rose Quarter." The description of project 20121 reads, "Construct improvements to enhance safety and operations on I-5, connection between I-84 and I-5, and access to the Lloyd District and Rose Quarter."

In the Central City 2035 Plan, Policy 3.5 Regional multimodal access states: "Work with the Oregon Department of Transportation on improvements to I-405, I-5 and US Highway 26 to enhance regional access to the Central City. Minimize through traffic on Central City streets, improve pedestrian and bicycle connectivity across freeways and create opportunities for capping freeways to lessen the barrier effect of the freeway and open new areas for potential development and/or parks, open space, and recreational opportunities".

The Project is compatible with the City's Comprehensive Plan and would support the City's existing and planned land use. Located in the central city, the project will redesign local streets to meet current City standards and support City Policy 9.5 to increase the share of trips made using active and low-carbon transportation modes. It will strengthen connectivity, specifically in reconnecting neighborhoods across infrastructure and lessening the impact of highways. Additional detail can be found in the Land Use Technical Report.

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The Director of the ODOT has been delegated the authority to adopt these Findings of State Agency Compatibility on behalf of the OTC. Following adoption, the Director shall direct staff to mail notice to interested parties.

(8) The Department shall obtain all other land use approvals and planning permits prior to construction of the project.

Findings: ODOT commits, that for any project improvements that require future City design review and permits, it will obtain such approvals prior to construction.

Abbreviations

City – City of Portland

FONSI – Finding of No Significant Impact

FHWA – Federal Highway Administration

NEPA – National Environmental Policy Act

OAR – Oregon Administrative Rule

ODOT – Oregon Department of Transportation

OTC – Oregon Transportation Commission

REA – Revised Environmental Assessment

RSEA – Revised Supplemental Environmental Assessment

SAC – State Agency Coordination

SEA - Supplemental Environmental Assessment

TSP – Transportation System Plan




Oregon
Tina Kotek, Governor

Oregon Department of Transportation
Urban Mobility Office
Matthew Garrett Building
123 NW Flanders Street
Portland, OR 97209

I-5 Rose Quarter Improvements Project: Findings of Compatibility with Acknowledged Comprehensive Plans per Oregon Administrative Rule (OAR) 731-015-0075

Staff Recommendation

Staff recommends the Director of the Oregon Department of Transportation approve and sign the I-5 Rose Quarter Improvements Project findings of compatibility.


Signature: 
Megan CHANNELL (Feb 12, 2024 15:13 PST) Date: 2/12/2024
Megan Channell
Rose Quarter Project Director, Oregon Department of Transportation

Signature: 
Erik HAVIG (Feb 13, 2024 16:19 PST) Date: 12/13/2024
Erik Havig
Statewide Policy and Planning Manager, Oregon Department of Transportation

Signature: 
Brendan FINN (Feb 11, 2024 09:04 PST) Date: _____
Brendan Finn
Urban Mobility Office Director, Oregon Department of Transportation

ODOT Director Action

The Director now finds that the I-5 Rose Quarter Improvements Project is compatible with Acknowledged Comprehensive Plans per OAR 731-015-0075.

Signature: 
Kristopher STRICKLER (Mar 5, 2024 10:22 PST) Date: _____
Kris Strickler
Director, Oregon Department of Transportation

ORDINANCE No. 183731

Authorize an Intergovernmental Agreement in the amount of \$30,000 with the Oregon Department of Transportation for facilitation services on the Central City 2035 NE Quadrant Plan and I-5 Broadway/Weidler Interchange Project. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. By the authority granted in Oregon Revised Statutes 190.110, 366.572, and 366.576 state agencies may 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.
2. Pacific Highway No. 1 (I-5) is part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
3. The Metro 2040 Growth Concept Plan identified the Central City area of Portland as an “area of regional and state concern for commercial, economic, cultural, tourism, government, and transportation functions”. State, regional and local policy and public investments should continue to recognize this special significance.
4. The Growth Concept Plan and local plans and development strategies are in place to emphasize economic development in Portland’s Downtown, Lloyd District, and River District. Improving access to these areas along with other Central City subdistricts, including the-Rose Quarter, the Central Eastside and Lower Albina will be important to sustain continued economic growth that have state, regional, and local benefits.
5. The Portland-Vancouver I-5 Transportation and Trade Partnership Task Force’s I-5 Strategic Plan of 2002 recommended a future study of the I-5/I-405 Freeway Loop.
6. In July 2005, a Freeway Loop Study was completed, and found that the Freeway Loop should remain, even if major design changes are made to accommodate increased travel demand and other community objectives. The Freeway Loop Study identified a number of features that would provide benefit and could be done mostly within the existing right of way.
7. In 2007, the City and Oregon Department of Transportation developed the I-5: I-84 to I-405 Report. This effort identified a mutually beneficial project direction for the Rose Quarter area. The report was not intended to develop a preferred alternative; it was intended to identify feasible alternatives that could be studied in a next-step-phase which would include refinement planning and a public involvement process.
8. The City and Oregon Department of Transportation have jointly agreed to participate in a comprehensive process to update the long-range plan for the northeast section of the Central City by developing policies, land use and urban design strategies and planning-level, project-development agreements for the I-5: Broadway/Weidler Interchange to address existing and

future traffic safety and operational problems and to identify feasible improvements, considering funding limits and other factors.

- 9. Sharing a provider of facilitation services for both the regional transportation and local transportation, urban design and land use portions of the project will help ensure a balanced and efficient integration of issues and perspectives during the public process.

NOW THEREFORE, the Council directs:

- a. The Mayor and the Auditor are authorized to enter into an intergovernmental agreement similar in form to the agreement attached as Exhibit A of this ordinance, and by this reference made a part hereof.

Passed by the Council: MAY 05 2010
 Mayor Sam Adams
 Prepared by: Steve Iwata
 Date Prepared: April 13, 2010

LaVonne Griffin-Valade
 Auditor of the City of Portland

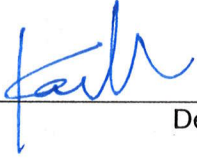
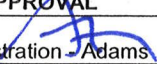

By 
 Deputy

~~568~~ 614

2140

Agenda No. **183731**
ORDINANCE NO.
 Title

Authorize an Intergovernmental Agreement in the amount of \$30,000 with the Oregon Department of Transportation for facilitation services on the Central City 2035 NE Quadrant Plan and I-5 Broadway/Weidler Interchange Project. (Ordinance)

<p style="text-align: center;">INTRODUCED BY Commissioner/Auditor: MAYOR SAM ADAMS</p>	CLERK USE: DATE FILED <u>APR 23 2010</u>
<p style="text-align: center;">COMMISSIONER APPROVAL</p>	<p style="text-align: center;">LaVonne Griffin-Valade Auditor of the City of Portland</p> <p>By: <u></u> Deputy</p> <p>ACTION TAKEN: APR 28 2010 PASSED TO SECOND READING MAY 05 2010 9:30 A.M.</p>
Mayor—Finance and Administration - Adams <u></u>	
Position 1/Utilities - Fritz	
Position 2/Works - Fish	
Position 3/Affairs - Saltzman	
Position 4/Safety - Leonard	
<p style="text-align: center;">BUREAU APPROVAL</p> Bureau: Planning and Sustainability Bureau Head: Susan Anderson <u></u>	
Prepared by: Karl Lisle Date Prepared: 4/13/2010	
Financial Impact Statement Completed <input checked="" type="checkbox"/> Amends Budget <input type="checkbox"/> Not Required <input type="checkbox"/>	
Portland Policy Document If "Yes" requires City Policy paragraph stated in document. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Council Meeting Date April 28, 2010	
City Attorney Approval <u>D.H.</u>	

AGENDA
TIME CERTAIN <input type="checkbox"/> Start time: _____ Total amount of time needed: _____ (for presentation, testimony and discussion)
CONSENT <input checked="" type="checkbox"/>
REGULAR <input checked="" type="checkbox"/> Total amount of time needed: _____ (for presentation, testimony and discussion)

FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
		YEAS	NAYS
1. Fritz	1. Fritz	<input checked="" type="checkbox"/>	
2. Fish	2. Fish	<input checked="" type="checkbox"/>	
3. Saltzman	3. Saltzman	<input checked="" type="checkbox"/>	
4. Leonard	4. Leonard	<input type="checkbox"/>	<input type="checkbox"/>
Adams	Adams	<input checked="" type="checkbox"/>	

N/NE Quadrant and I-5 Broadway/Weidler Plans

Facility Plan

I-5 Broadway/Weidler Interchange Improvements



October 2012

Recommended Draft



Facility Plan: I-5 Broadway/Weidler Interchange Improvements

The overall project purpose is to...
Improve safety and operations on I-5
in the vicinity of the Broadway/Weidler
interchange.

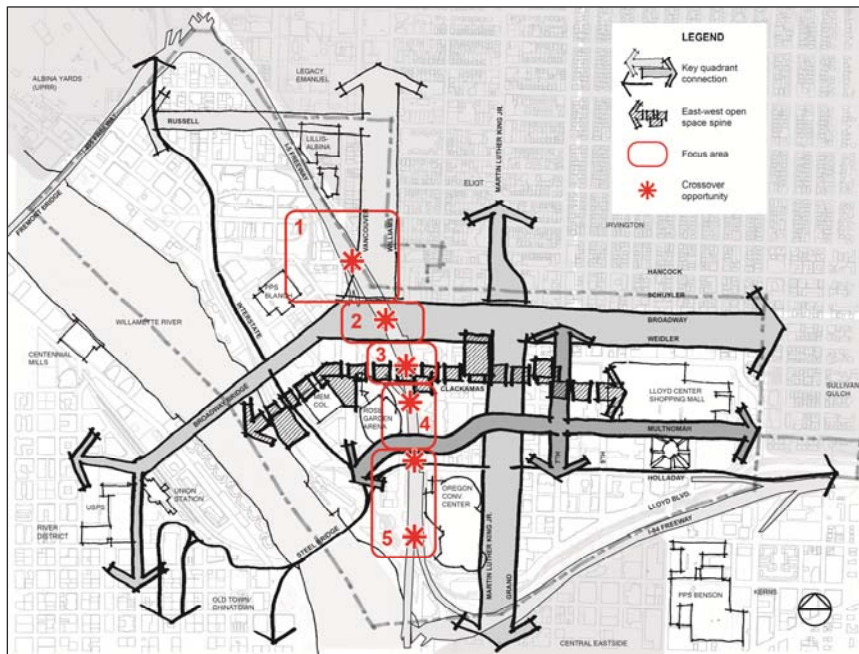
OBJECTIVES:

ODOT and the City of Portland,
through the Stakeholder Advisory Community (SAC) and
extensive public outreach, explored and found solutions
to meet the following objectives:

EASE CONGESTION LEVELS AND IMPROVE SAFETY

ENHANCE PEDESTRIAN AND BICYCLE ROUTES

IMPROVE FREIGHT MOVEMENT



Integration of Transportation and Land Use Concepts in the N/NE Quadrant Plan

Acknowledgments

Oregon Transportation Commission (OTC)

Pat Egan, Chair
Tammy Baney, Commissioner
Mark Frohnmayr, Commissioner
David Lohman, Commissioner
Mary Olson, Commissioner

Oregon Department of Transportation (ODOT)

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Jason Tell, ODOT Region 1 Manager

ODOT Project Staff

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Andy Johnson, Major Projects Manager
Todd Juhasz, Senior Planner Major Projects,
Project Manager
Tim Wilson, Region 1 Project Manager
Fred Eberle, Project Oversight
Chi Mai, Traffic Data and Analysis
Mark Johnson, Region 1 Preliminary Design
Lindsay Higa, Region 1 Preliminary Design
Canh Lam, Region 1 Preliminary Design
Sarah Abbott, Major Projects Planner
Mark Barrett, Engineer in Training
Alex Steinberger, Major Projects Intern

Project Consultant Team

URS Corporation

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David Zagel, Transportation Planning Lead
Ted Rutledge, Freeway Design
Mark Unger, Freeway Design
Stephanie Maltby, Roadway Design & Structures
Seth Gallant, Transportation Planner, GIS Analyst
Terry Kearns, Environmental Lead
Emily Whiteman, Environmental Planner
Martha Richards, Environmental Planner
Jon Campbell, GIS Analyst & Graphics

HNTB

Bill James, Freeway Operations/Design Lead
Terry Song, Infrastructure and Design

City of Portland, City Council

Sam Adams, Mayor, Commissioner-in-Charge
Nick Fish, Commissioner
Amanda Fritz, Commissioner
Randy Leonard, Commissioner
Dan Saltzman, Commissioner

City of Portland, Bureau of Planning and Sustainability (BPS)

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Joe Zehnder, Chief Planner

BPS Project Staff

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Paul Smith, Planning Manager
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Grant Morehead, Associate Transportation Planner
Ning Zhou, Transportation Modeling & Analysis

ZGF Architects, LLP

Charles Kelly, Project Manager, Urban Design Lead
Bob Wood, Senior Urban Designer
Kate Walker, Project Urban Designer
Paddy Tillett, Planning Lead
Nolan Lienhart, Project Planner

Alta Planning + Design

Steve Durrant, Project Manager
Mike Tressider, Pedestrian/Bicycle Planning Lead

DKS Associates

Alan Snook, Project Manager, Transportation Planner
Ray Delahanty, Traffic Engineer
John Bosket, Traffic Engineer
Miranda Wells, Traffic Engineer

North/Northeast Quadrant and I-5 Broadway/Weidler Plans Stakeholder Advisory Committee (SAC)

Sam Imperati, Facilitator, Institute for Conflict Management

Melissa Egan, Institute for Conflict Management

Members

Lloyd Lindley, AIA Portland/ASLA Portland, Co-Chair

Tracy Whalen, ESCO Corporation, Co-Chair

Gary Eichman, Portland Freight Committee, Co-Chair (past)

Matt Arnold, Bicycle Advisory Committee

Wynn Avocette, At-Large

Pauline Bradford, Interstate URAC,
Northeast Coalition of Neighborhoods

Daniel Deutsch, Alora Development

Malina Downey, UPS

Debra Dunn, Oregon Trucking Association

Dean Gisvold, Irvington
Neighborhood Association

Cynthia Gomez, Latino Network (past)

Carol Gossett, Sullivan's Gulch
Neighborhood Association

Heidi Guenin, Upstream Public Health

Damien Hall, At-Large

Sean Hubert, Central City Concern

Wayne Kingsley, Central Eastside
Industrial Council

Wade Lange, Langley Investment Properties

Eric Lovell, Lower Albina Council/
Uroboros Glass Studio

Jenny Lyman, TriMet

Gary Marschke, N/NE Business Association

Brock A. Nelson, Union Pacific Railroad

Jodi Parker, Building trades/Columbia Pacific

Midge Purcell, Urban League

Paul Riggs, Building trades (past)

Owen Ronchelli, Lloyd Transportation
Management Association

Wanda Rosenbarger, Lloyd Center

William Ruff, Property owners/developers

Bob Sallinger, Audubon Society

Phil Selinger, Willamette Pedestrian Coalition

Gary Warren, Lloyd District
Community Association

Mike Warwick, Eliot Neighborhood Association

Justin Zeulner, Trail Blazers/
Portland Arena Management

Alternates/Previous Members

Ed Abrahamson, Irvington Community Association
Land Use Committee

Joanna Agee, Alora Development

Mike Bernatz, Ashforth Pacific

Steve Bozzone, Active Right of Way

Brittain Brewer, Sullivan's Gulch Neighborhood

Steve Cole, Irvington Community Association
Land Use Committee

Dennis Henderson, Lloyd Center

J. Isaac, Portland Arena Management

Doug Klotz, Portland Pedestrian
Advisory Committee

Andrea Marquez-Horna, Latino Network

Heather McCarey, Bicycle Advisory Committee

Cate Millar, GamePlan/EastBank

Chris Oxley, Portland Arena Management

Kelly Rodgers, Coalition for a Livable Future

Bob Russell, Oregon Trucking Association

Laurie Simpson, Eliot Neighborhood Association

Martin Soloway, Central City Concern

Joice Taylor, N/NE Business Association

Lindsay Walker, Lloyd Transportation
Management Association

Kurt Widmer, Widmer Brothers Brewing

Non-Voting Members

Lew Bowers, Portland Development Commission

Chris Deffebach, Metro

Teri Dressler, Oregon Convention Center

Jessica Engelmann, TriMet

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Sara King, Portland Development Commission

Susie Lahsene, Port of Portland

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Acronyms and Abbreviations

BPS	Bureau of Planning and Sustainability, City of Portland
CoP	City of Portland
MMA	Multimodal Mixed-use Area
ODOT	Oregon Department of Transportation
PBOT	Portland Bureau of Transportation, City of Portland
SAC	Stakeholder Advisory Committee
TDM	Transportation Demand Management
TMA	Transportation Management Area
TMP	Traffic Management Plan
TSM	Transportation System Management

The Facility Plan

Study Area

The project study area is at the crossroads of the Portland freeway system, as shown in Figure 1. I-5 is the north-south freeway facility and extends through the metropolitan area; in fact, it runs the full length of the west coast of the United States from Canada to Mexico. Within the project area, I-84 intersects I-5 and extends east across the U.S. A mile and a quarter north of I-84, I-405 connects to I-5 at the Fremont Bridge interchange. This interchange is the northerly connection of the I-405 loop around the west side of downtown Portland, with the southerly connection at the west end of the Marquam Bridge. Within the overlap section, I-5 serves through traffic as well as connecting traffic between I-84 and I-405.

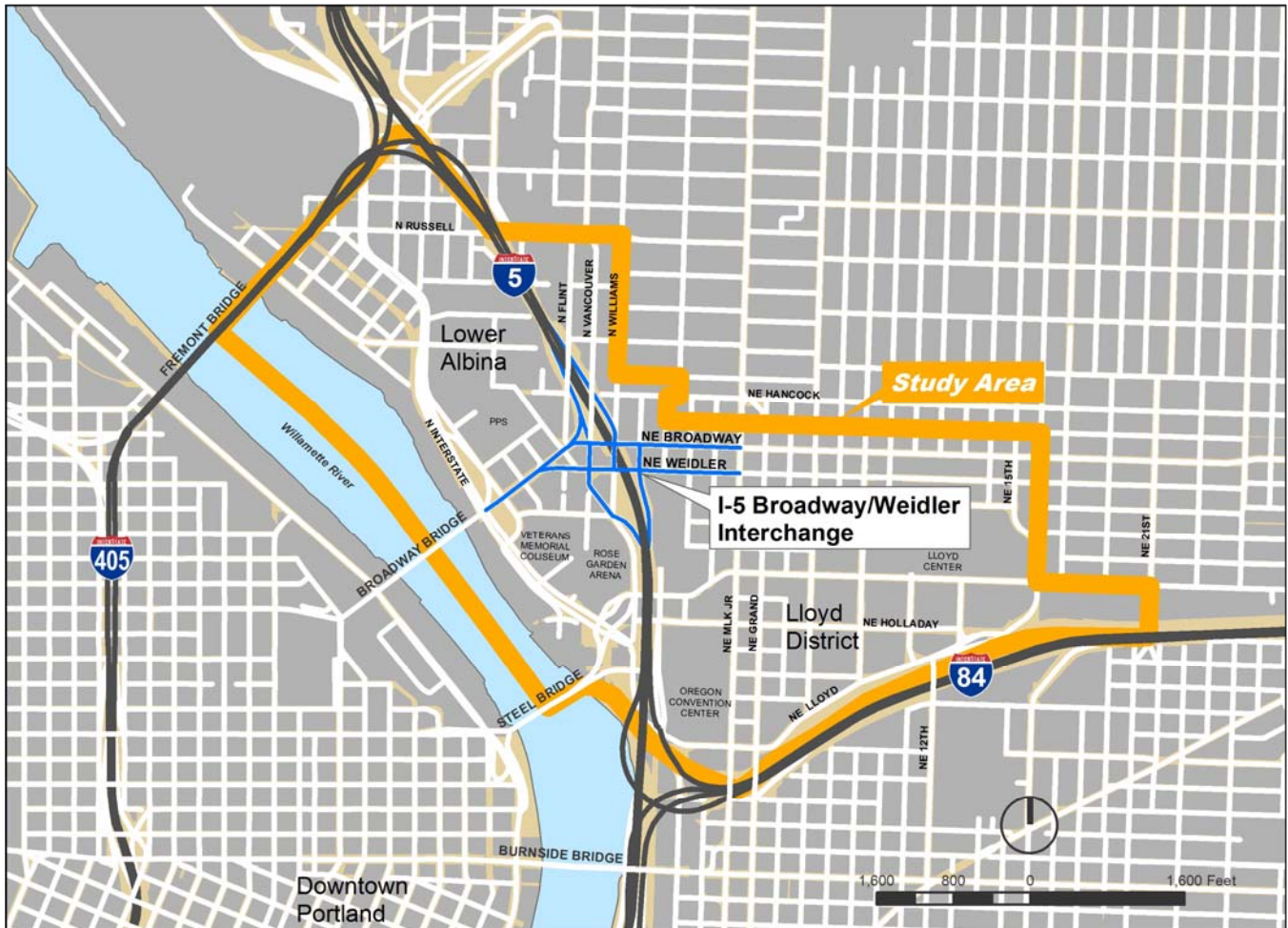


Figure 1: Study Area and Vicinity Map

Facility Function

- I-5 is classified as an Interstate facility and is both a Freight Route and a Truck Route.
- I-84 is classified as an Interstate facility and is both a Freight Route and a Truck Route.
- I-405 is classified as an Interstate facility and is both a Freight Route and a Truck Route.

Interchange Function

The I-5 Broadway/Weidler Interchange is located on I-5, in between I-405 to the north and I-84 to the south. The function of the I-5 Broadway/Weidler Interchange is to serve the Portland central city, which includes the industrial area of Lower Albina and the commercial activity along the Broadway/Weidler corridor, regional attractions such as the Rose Garden Arena and the Lloyd Center mall, and the surrounding community.

Purpose

The purpose of the I-5 Broadway/Weidler Interchange Improvement Plan is to improve the safety and operations on I-5 in the vicinity of the I-5 Broadway/Weidler Interchange.

Project Problem/Issues

Congestion and Bottleneck

In the context of the regional freeway network, the city’s N/NE Quadrant sits at a crossroads of three regionally-significant freight and commuter routes. As a result, the freeway interchanges experience some of the highest traffic volumes in the state. Table 1 shows the average daily traffic volumes entering and exiting I-5 over the two-mile segment within the N/NE Quadrant.

Table 1: Average Daily Traffic Volumes Entering and Exiting I-5 in the Study Area

I-5 Direction	Total Ramp Volumes Entering I-5	Total Ramp Volumes Exiting I-5
Northbound	29,970	37,530
	Includes entrance ramps from: <ul style="list-style-type: none"> • I-84 • Broadway/Williams Avenue 	Includes exit ramps to: <ul style="list-style-type: none"> • Weidler Street/Victoria Avenue • I-405 • Greeley Avenue
Southbound	34,020	47,200
	Includes entrance ramps from: <ul style="list-style-type: none"> • Greeley Avenue • I-405 • Wheeler/Winning/Williams 	Includes exit ramps to: <ul style="list-style-type: none"> • Broadway/Vancouver Avenue • I-84 • Morrison Bridge/Hwy 99E

Highest Accident Rate in the State of Oregon

An analysis of the reported crashes on I-5 in the study area was performed for the five-year period from 2005 through 2009. Both frequency (number of crashes) and crash rate (number of crashes per million vehicle miles) were calculated per 1/10-mile segments.

- I-5 Southbound direction has more frequency of crashes than I-5 Northbound
- The top three locations with highest frequency of crashes and crash rates are:
 - 1) I-5 Southbound at Holladay Street (weave between the Winning/Wheeler On-ramp and the I-84 Eastbound Off-ramp)
 - 2) I-5 N at Multnomah (weave between the I-84 W On-ramp and the Weidler Off-ramp)
 - 3) I-5 S at Thompson Street (weave between the I-405 on-ramp and the Broadway Off-ramp)
- I-5 within the study area has the highest crash rate within the entire state
- Three times the crash rates at the I-5 Terwilliger curves
- The type of crashes in order of ranking from highest are: rear-end, sideswipe, fixed and other.

The attributing factors to the high number of crashes and safety problems in the study area are:

- Heavy congestion
- Short weaving distances
- Lack of shoulders for accident/incident recovery

Operational Friction and Congestion Caused by Heavy Weaving

Weaving analysis and field observations were performed for the four weaving sections on I-5 within the study area:

- I-5 Northbound between I-84 Westbound and Weidler Off-ramp
- I-5 Northbound between Broadway On-ramp and I-405 Off-ramp
- I-5 Southbound between I-405 On-ramp and Broadway Off-ramp
- I-5 Southbound between Winning/Wheeler On-ramp and I-84 Eastbound Off-ramp



I-5 Northbound Weaving Section between Broadway On-ramp and I-405 Off-ramp

Two weaving sections currently perform at failing level-of-service during the AM and PM Peak periods:

- I-5 Southbound between Winning/Wheeler On-ramp and I-84 Eastbound Off-ramp
- I-5 Northbound between I-84 Westbound and Weidler Off-ramp



I-5 Southbound Weaving Section between Winning/Wheeler On-ramp and I-84 Eastbound Off-ramp

The failing operations will be exacerbated in the future, with the most critical failure being the weave from I-5 Southbound from the Winning/Wheeler On-ramp to the I-84 Eastbound Off-ramp. This bottleneck will cause queuing that extends beyond the weaving section to the north and onto the Fremont Bridge.

The Land Use-Transportation Connection

The N/NE Quadrant of the central city includes considerable multimodal infrastructure to support all types of travelers on all modes. In addition to the I-5 freeway and the local street network, four light rail transit (LRT) lines run through the area, converging on the Rose Quarter Transit Center next to the Rose Garden Arena. The City of Portland is constructing streetcar lines on Broadway/Weidler to connect with the Pearl District and the central east side of Portland. Eight TriMet bus lines also connect at the transit center.

The I-5 Broadway/Weidler Interchange Improvements Facility Plan proposes many new crosswalks that will improve pedestrian safety and connections to and from these major transit amenities. Two major bicycle commute routes run through the area: 1) the major east-west route along Broadway and Weidler, and 2) the major north-south route along Williams and Vancouver. The plan proposes a new east-west pedestrian and bicycle overcrossing at Clackamas Street to connect the Lloyd District with the Rose Quarter. The plan also includes a new Hancock/Dixon overcrossing structure and freeway lid that will allow for effective construction staging, improve viability of the PPS Blanchard site and provide a supplementary crossing to the north of “the Box” near the I-5 Broadway/Weidler Interchange.

The Lloyd Transportation Management Area (TMA) is one of the most successful TMAs in the Portland metropolitan region. The area is currently predominantly commercial and industrial. However, the proposed changes to land use designations in the N/NE Quadrant Plan will encourage a much greater mix of uses, especially in the central Lloyd District where significant density and mix of uses are anticipated.

The City of Portland and ODOT have jointly developed this freeway and local transportation plan, and have integrated the transportation and land use components. The transportation components were developed assuming existing zoning, except for changes at the Portland Public Schools (PPS) Blanchard site and some changes to allow more diverse uses in the central Lloyd District. The overall trip vehicle trip generation for the district is expected to be the same or lower than under previous zoning entitlements. The changes related to land use and the transportation recommended by this plan have been analyzed, and queues are not anticipated on the I-5 exit ramp deceleration areas (see Table 2).

Table 2: Available Storage and Predicted Queues for Exit Ramps at I-5 Broadway/Weidler Interchange

Direction	Storage Available	Predicted Queue
Southbound	955 feet	500 feet
Northbound	1130 feet	350 feet

Multimodal Mixed-use Area

The I-5 Broadway/Weidler Interchange is within ¼-mile of an existing interchange. ODOT staff concurs that the Multimodal Mixed-use Area (MMA) designation is appropriate for the city’s companion N/NE Quadrant Plan and ODOT must be consulted prior to any future plan amendments within the MMA boundary and will remain in effect as long as progress is being made towards the implementation of project elements.

Summary of the Recommended Concept and Elements

The Recommended Concept, supported by a majority of the Stakeholder Advisory Committee (SAC) via a consensus-driven process, and its elements are based on technical assessments of bicycle and pedestrian operations, urban design/land use potential, traffic operations and safety. Table 3 describes the Facility Plan elements and their outcomes and Figure 2 and Figure 3 illustrate the extent of improvements included in the Recommended Concept. Figure 4 shows aerial perspectives of the existing conditions in the Rose Quarter and how the area would look with the improvements included in the Recommended Concept.

The Facility Plan Element 1, **Transportation System Management (TSM) and Transportation Demand Management (TDM) Strategies**, is designed to optimize the overall performance of the transportation system and to reduce vehicle demand, especially for commuter trips in the peak periods.

TSM measures are designed to make maximum use of existing transportation facilities, and include:

- Traffic engineering measures (e.g., such as signal timing changes, provision of turn lanes, turn restrictions and restriction of on-street parking to increase the number of travel lanes without road widening) that improve the operations and efficiency of streets and intersections;
- System monitoring and traveler information systems (e.g., Intelligent Transportation Systems (ITS), variable message signs, etc.);
- Facility management systems (e.g., ramp meters, special use lanes, signal priority for special users such as transit); and
- Incident management systems (e.g., incident response and recovery teams).

TDM strategies are most effective in areas with high concentrations of employment and where a robust transit system exists. Generally, the strategies are easiest to implement where there are large employers or where a TMA has been established to pool the efforts of many smaller employers. TDM measures include strategies that: 1) shift modes like carpooling, vanpooling, transit, bicycling and walking programs; 2) shift trips to non-peak periods, such as flexible work schedules and off-peak shifts; and 3) include telecommuting, which eliminates trips.

Components of these TSM and TDM measures are in use today. The City of Portland and ODOT will continue to monitor, adjust and implement the strategies as needed.

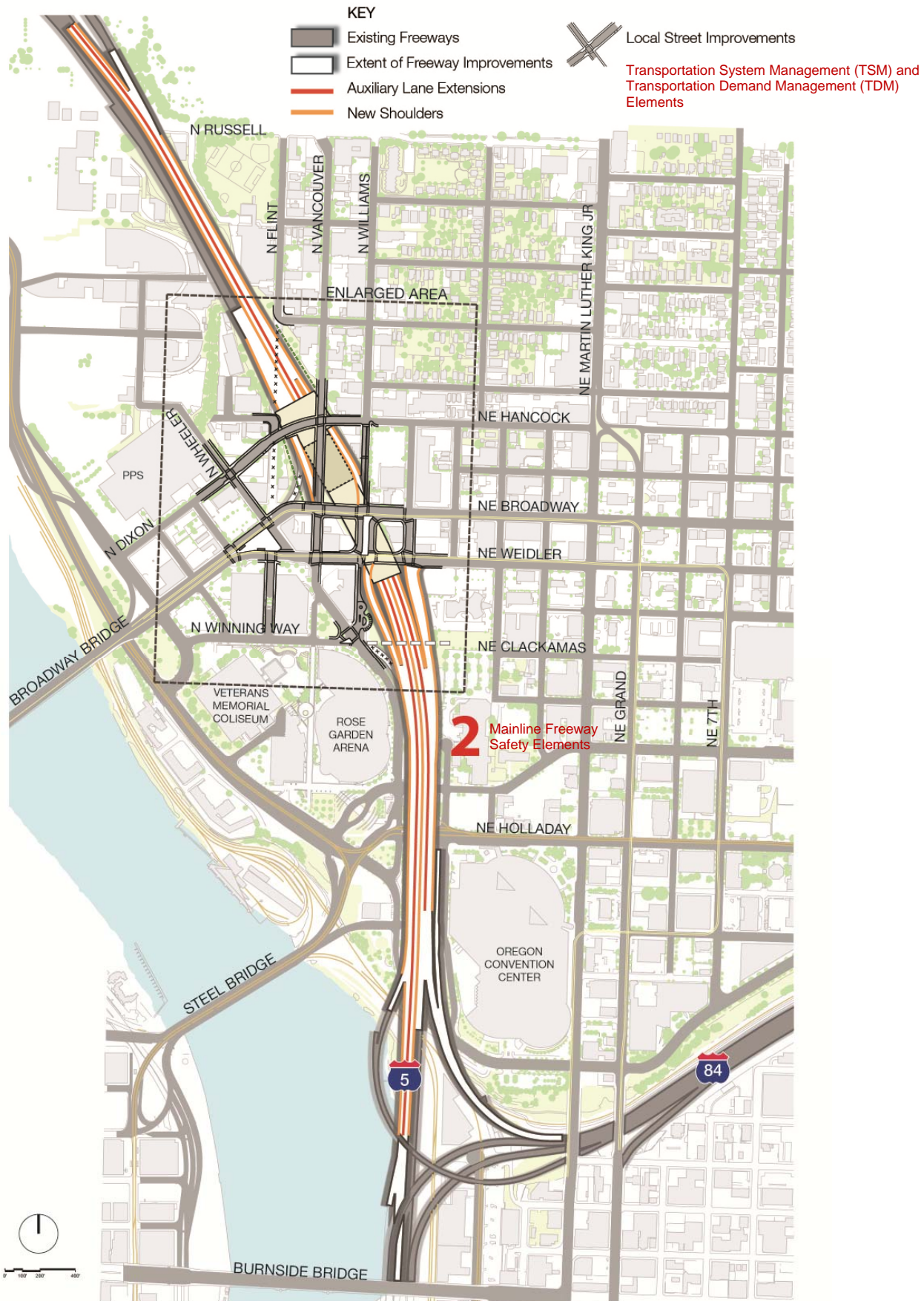


Figure 2: Overall Project Extent of the Recommended Concept

Table 3: I-5 Broadway/Weidler Interchange Recommended Concept Facility Plan Elements

Facility Plan Elements	Outcome
1. Implement Transportation System Management (TSM) and Transportation Demand Management (TDM) Strategies	Improve freeway operations and reduce automobile trips.
2. Construct Mainline Freeway Safety Elements a. Extend auxiliary lanes in both directions. b. Add full-width shoulders in both directions.	Improve freeway operations and reduce accidents 30-50 percent.
3. Re-construct Three Freeway Structures and Lid The Mainline Freeway Safety Elements require rebuilding the Weidler, Broadway and Williams structures over I-5; the new structures will be designed to meet seismic and clearance standards.	The new structures improve facilities for all modes; the lid allows for more effective construction staging, improves the urban design of the interchange area and improves the area’s development potential.
4. Relocate I-5 Southbound On-Ramp to Weidler/Williams (from current location at Wheeler/Winning Way/Williams)	Increases weave distance, removes ramp traffic from local streets, Wheeler and Winning Way. Allows pedestrian/bicycle-only overcrossing at Clackamas.
5. Convert Williams to a Reverse Traffic-Flow Connection between Broadway and Weidler Includes a barrier-separated pedestrian/bicycle path in the middle.	Allows more efficient signal timing, improves bike and pedestrian connections through interchange and simplifies vehicular movements.
6. Construct Clackamas Pedestrian/Bicycle Overcrossing Establishes connection over I-5 from Winning Way to Clackamas.	Increases multimodal connectivity across I-5, links central Lloyd District to the Rose Quarter, provides supplementary crossing south of “the Box.”
7. Re-construct the Vancouver Structure; Remove the Flint Structure; Reconfigure streets North of Broadway to include Hancock/Dixon Structure and Lid North of Broadway elements include: 1. Rebuild Vancouver Avenue structure 2. Implement traffic calming at Williams/Hancock 3. Remove Flint between Tillamook and Broadway 4. Maintain Wheeler in front of the Leftbank as one-way 5. Connect Flint as a two-way street south of Weidler 6. Add signals at Broadway/Wheeler and Broadway/Ross	The Vancouver structure must be replaced to accommodate mainline freeway improvements. The Hancock/Dixon structure and freeway lid allow for effective construction staging, improve viability of the PPS Blanchard site and provide a supplementary crossing to the north of “the Box.”

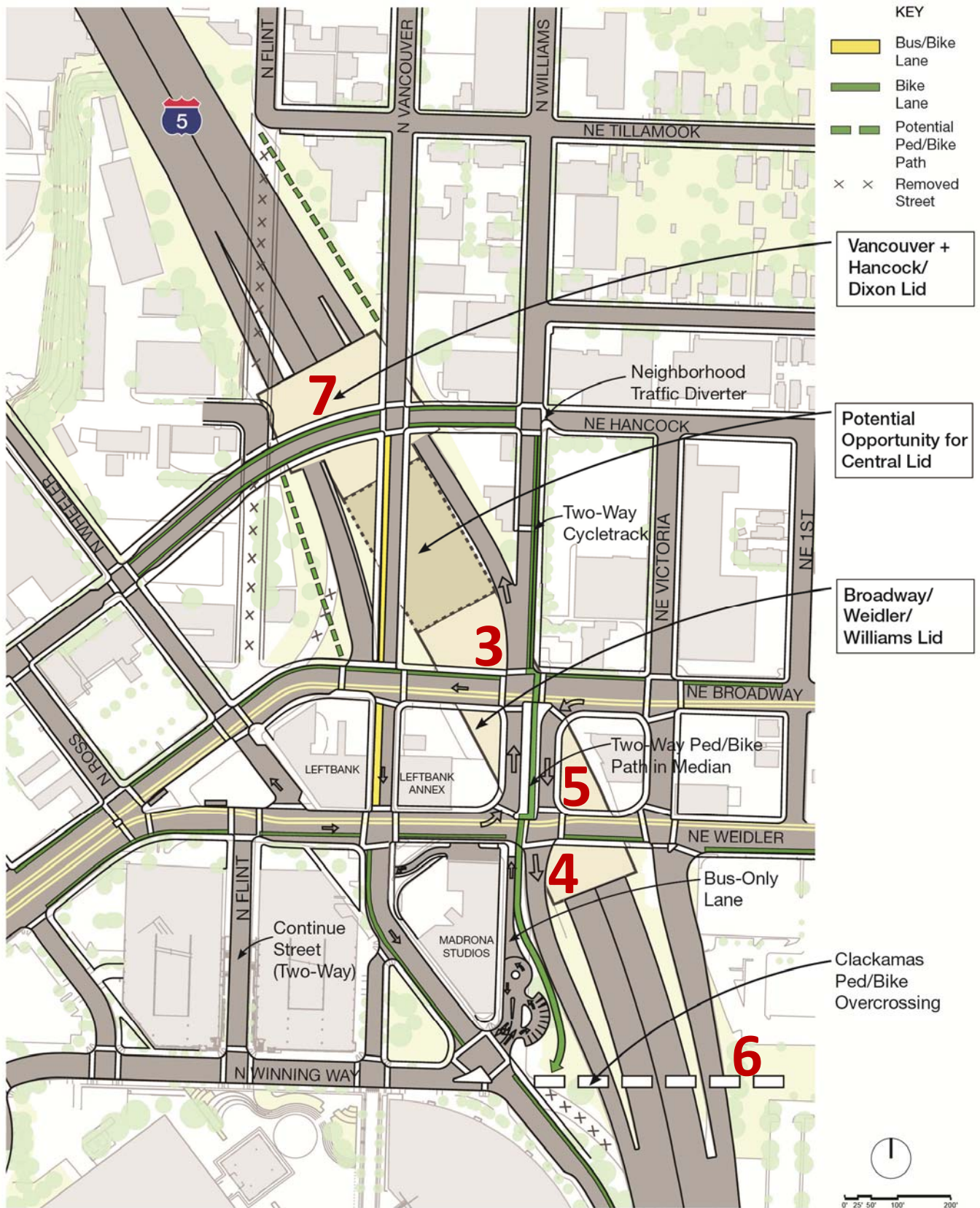
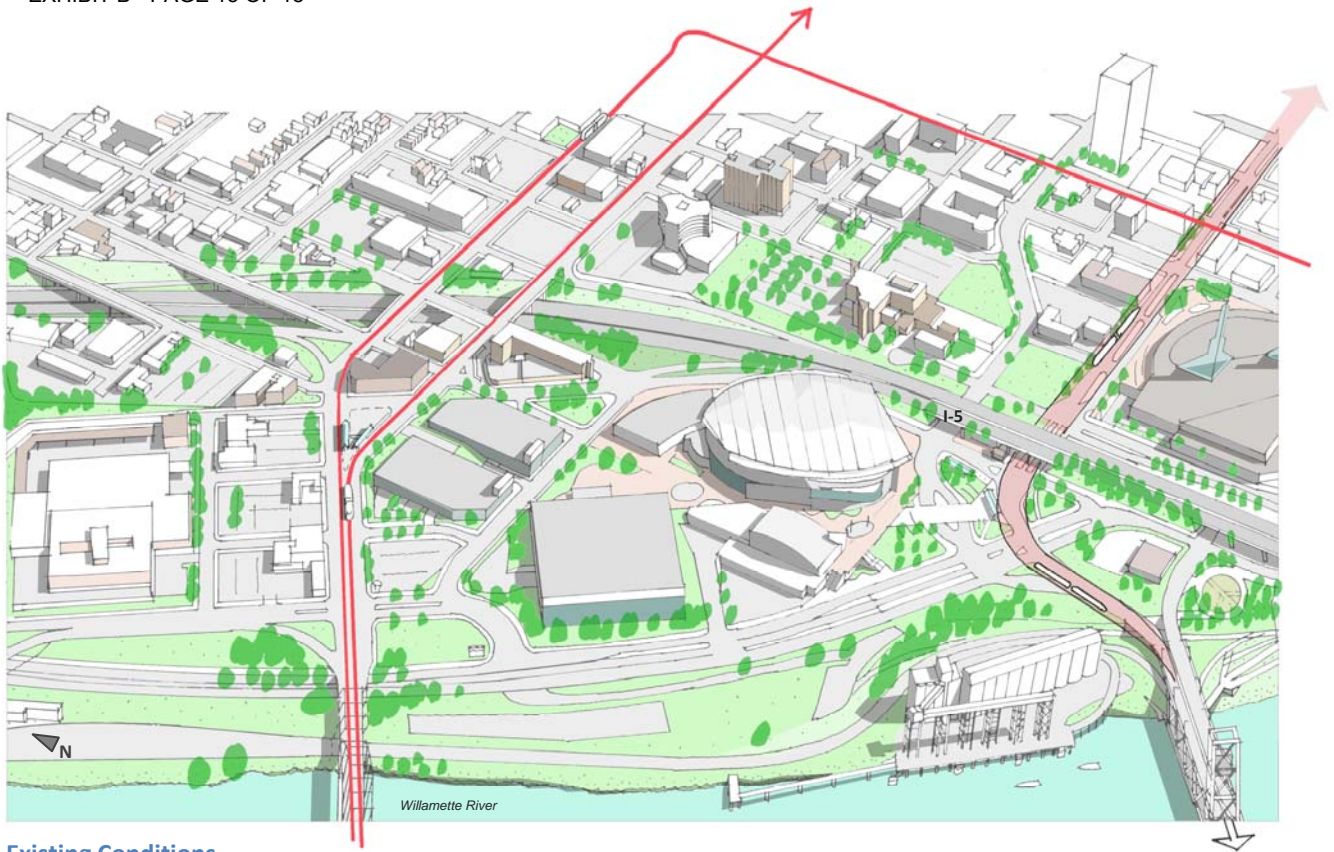
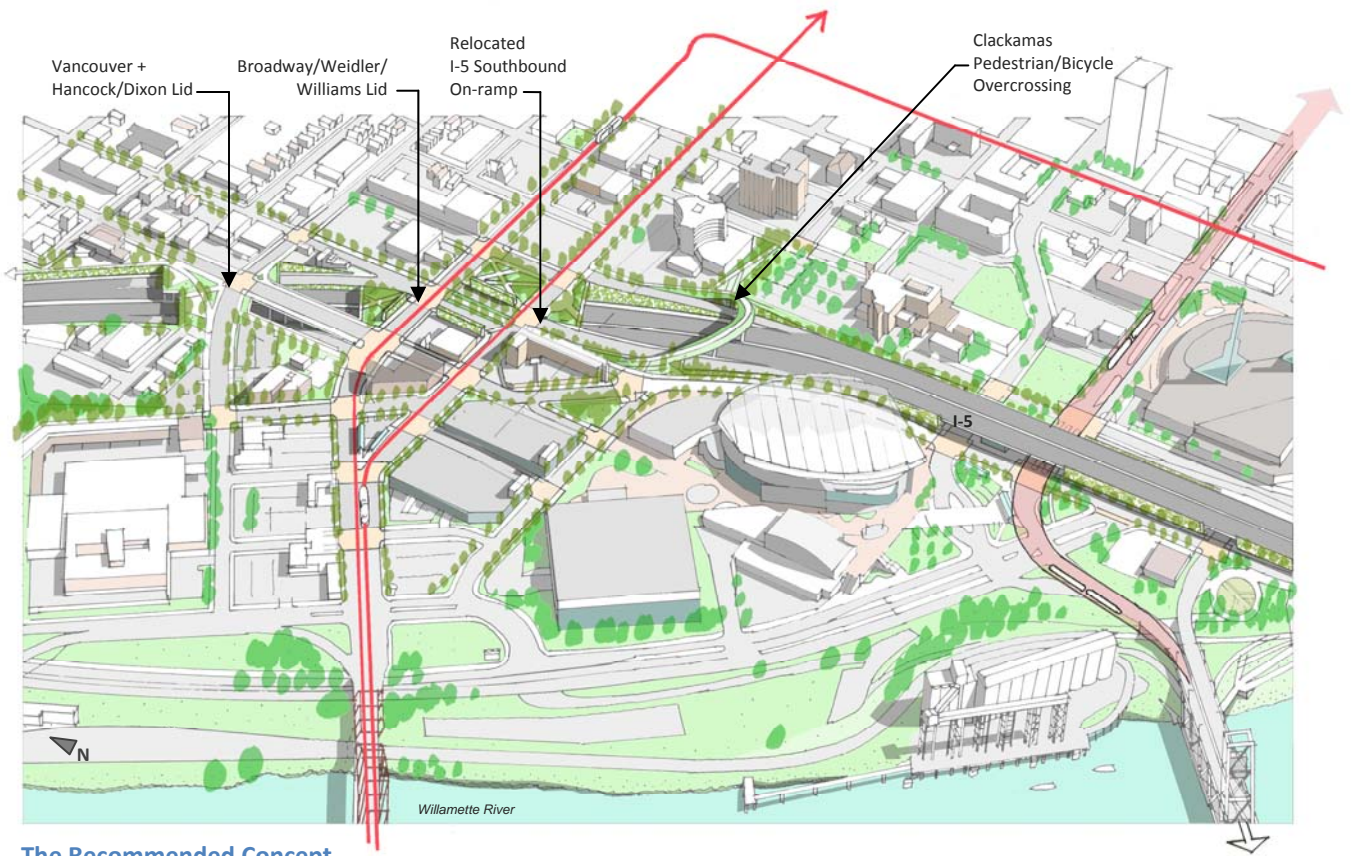


Figure 3: Enlarged “Box” Area of the Recommended Concept



Existing Conditions



The Recommended Concept

Figure 4: Aerial Perspectives of Existing Conditions and the Recommended Concept

Project Monitors and Future Project Development

The Facility Plan elements of the Recommended Concept (Table 3) are expected to significantly improve I-5 mainline operations and safety as well as improve interchange operations at the I-5 Broadway/Weidler Interchange. Once the Facility Plan elements are completed, ODOT and the City of Portland will continue to monitor the freeway operations in the I-5 Broadway/Weidler Interchange area (refer to Table 4).

Table 4: Project Monitors and Future Project Development

Project Monitors	Notes
<p>1. Safety and Operational Performance - Southbound Braided Ramp or other freeway safety improvements</p>	<p>Upon completion of the Recommended Concept Facility Plan elements described above, ODOT and the City of Portland will monitor the performance of the completed project for achieving safety and operational goals.</p> <p>If safety and operational issues remain on the freeway after construction of the Recommended Concept Facility Plan elements, ODOT will work with the City of Portland to initiate a public process to consider additional measures such as a southbound braided ramp from Broadway to I-84 or other options developed through a public process. A southbound braided ramp should not be precluded by the construction of the Recommended Concept Facility Plan elements.</p>

Implementation Actions

Project Development and Project Management

1. Proceed with next phase of project development and complete Preliminary Engineering (PE) and environmental phases for federal funding.
2. Continue project management partnership between the City of Portland and ODOT.
 - Develop work scope and schedule.
 - Define environmental process
 - Develop intergovernmental agreement for completion of PE/environmental studies.
3. Develop public involvement process for PE/environmental phase and actions to resolve issues identified in the I-5 Broadway/Weidler Interchange Improvement Plan.
4. Special considerations will be discussed and identified during Preliminary Engineering and recommended as part of the Final Design/Engineering. These include:
 - Construction management strategies that can provide incentives to minimize construction periods, impacts, and costs;
 - Incentives for minority hiring; and
 - Strategies to support local businesses.

Preliminary Engineering

The following are key products at the completion of Preliminary Engineering:

1. Complete PE level of engineering:
 - Develop project cost estimates.
 - Complete environmental documentation.
 - Identify potential construction phasing.
 - If phasing is required, the City of Portland and ODOT will work together to match phases to the funding sources available.
2. Project agreements at the completion of PE:
 - Signals will continue to be timed so as to avoid queues backing up into the deceleration area of the I-5 Southbound exit ramp at Broadway.
 - Crosswalks will be provided at all signalized locations and should be provided at all safe and feasible locations.
 - The Rose Quarter Traffic Management Plan (TMP) should be updated with the participation of ODOT, City of Portland and the Rose Garden Arena prior to construction.
 - A preliminary construction mitigation plan will be developed that would include efforts to minimize impacts, support local businesses and support minority hiring.

Specific Design Coordination

Property impacts are of great concern to the neighborhoods, businesses and agencies working in this area. The following are issues that will require further examination by ODOT and the City of Portland as part of Preliminary Engineering with community involvement:

1. Seek a viable single lid design solution over I-5 between Weidler and Hancock by exploring mitigation measures for freeway noise and vehicle emissions, and by addressing the need for open space and economic development.
2. Develop specific measures to address property and parking impacts to the Paramount Apartments, the Portland Public Schools Blanchard site and other sites related to the proposed Hancock/Dixon connection. The number of parking spaces should be the same or more than existing conditions at the Paramount Apartments, the Leftbank Building, the Leftbank Annex and the Madrona Studios.

3. Develop a network of alternative safe and convenient bicycle/pedestrian connections to include:
 - a. Enhanced facilities (including bicycle lanes, two-way cycle track, sidewalks and protected marked crossings) along Broadway, Weidler Street, Vancouver Avenue and Williams Avenue to include a wide, grade-separated multi-use path for Williams Avenue between Broadway and Weidler.
 - b. The development of a new pedestrian/bicycle connection between the Flint Avenue/Tillamook Street intersection to the proposed Hancock/Dixon overcrossing.
 - c. The development of a new pedestrian/bicycle connection from Hancock Street to Broadway while providing for potential parking mitigation, open space and redevelopment opportunities.
4. Define appropriate Eliot neighborhood traffic mitigation measures for the recommended Hancock/Dixon connection between Vancouver Avenue and Dixon Street to discourage cut-through traffic.
5. Refine a street design and circulation plan for the area in the vicinity of the I-5 Broadway/Weidler Interchange. The refined street design and circulation plan should address the following issues:
 - a. Develop design elements that provide for safe and convenient access to the Leftbank Building and the Leftbank Annex.
 - b. Develop and evaluate circulation alternatives and design elements for the area north of Broadway, south of North Wheeler Place and west of I-5 to:
 1. Address the changes to access and circulation around the Paramount Apartments by Investigating treatments for Wheeler Avenue, between Broadway and Hancock Street, in order to minimize cut through traffic at the west side of the Paramount but maintain access to the Lower Albina industrial district.
 2. Enhance bicycle access and safety to the proposed Hancock/Dixon connection over I-5 to the Broadway Bridge.
 3. Determine appropriate multimodal access and circulation to this area and Lower Albina.
 - c. Develop and evaluate circulation alternatives for Wheeler Avenue, Winning Way, Center Court, Flint Avenue and Williams Avenue to:
 1. Enhance circulation in the area for all modes.
 2. Provide flexibility to manage event ingress and egress.
 3. Open up opportunities for redevelopment and placemaking.
 - d. Develop design elements that address the changes to access and circulation to the Madrona Studios:
 1. Refine street design for Williams Avenue between Weidler Street and Wheeler Avenue to address access and circulation and on-street parking needs for the Madrona while also providing for bus, bike and pedestrian circulation.
 2. Provide for sufficient pedestrian and vehicle access to the Williams Avenue entrance to the Madrona Studios.
 3. Prepare an appropriate design treatment for the Weidler Street/Williams Avenue intersection for safe pedestrian and bicycle crossing.
 4. Visual or acoustic screening will be examined, designed and implemented between the Madrona Studios and the relocated on-ramp to I-5 at Weidler/Williams.
6. Develop design plans with TriMet for safe transit operation through the I-5 Broadway/Weidler Interchange.
7. Refine and finalize design for the Clackamas Overcrossing structure.
 - a. Coordinate design with future access connections east of I-5.
 - b. Coordinate design with future changes to traffic circulation west of I-5 and the relocation of the I-5 southbound on-ramp to Weidler/Williams.
 - c. Study and implement an event parking management plan for the Rose Quarter area, including the area adjacent to the future Clackamas Pedestrian/Bicycle Overcrossing on the east side of I-5. The exact boundaries and scope of the study will be determined at a later date.
8. Evaluate visual and environmental impacts of the proposed widening of the elevated segment of the I-5 freeway, including over the Rose Quarter Transit Center and near Peace Park, and identify mitigation measures as needed.

Exhibit A
Governor Letter of Agreement

Letter of Agreement
HYBRID OPTION 3: I-5 Rose Quarter Improvement Project

PARTIES

This Letter of Agreement ("Agreement") is made and entered into by and between the State of Oregon by and through the Governor's office ("the State") and the City of Portland ("City"), Multnomah County ("County"), and Metro ("Metro") (hereinafter collectively referred to as "Local Government Partners"), by and through their duly authorized elected officials or duly authorized staff. The State and the Local Government Partners are collectively referred to herein as "the Parties."

PURPOSE

The purpose of this Agreement is to demonstrate the Parties understandings and support for the Independent Highway Cover Assessment "Hybrid Option 3" concept as part of the I-5 Rose Quarter Improvement Project (Project). Hybrid Option 3 is a proposed preliminary design modification for the Project highway cover. The Parties acknowledge that, notwithstanding anything herein, Hybrid Option 3 remains subject to independent review and approval by the Oregon Transportation Commission (OTC) and the Federal Highway Administration (FHWA). Nothing in this Agreement is intended to interfere with or impose any expectations upon the independent authority of the OTC and FHWA or regarding any NEPA or land use processes. Hybrid Option 3 is more fully described in **Exhibit A**, which is attached to this Agreement.

This Agreement is meant to demonstrate the Parties' strong and continuing commitment to achieving the following: 1) collaborative support for proceeding expeditiously with the technical and environmental examination of the Hybrid Option 3 with the goal to start the project within the proposed timeline, subject at all times to independent environmental and technical review; 2) cooperative and effective partnerships with each other, with the communities in and previously displaced from the Rose Quarter area, which includes part of the Albina neighborhood, and with the federal agencies involved in the Rose Quarter Project; and 3) the establishment of a process that would allow the Parties to support the exploration of Hybrid Option 3 using collaborative methods.

This Agreement is not a binding contractual agreement. It is meant to provide the factual and historical background of the Project and to express the Parties' mutual understandings regarding preference for Hybrid Option 3, subject at all times to any applicable federal, state, or local jurisdictions' authority, laws, and processes, including but not limited to: required land use and NEPA regulations and processes.

RECITALS

1. Whereas, under the authority granted to the Parties in the Oregon Revised Statutes (ORS), including ORS 190.110, state agencies may enter into agreements or non-binding memoranda of understandings with units of local government for the performance of any or all functions or activities that a Party to this Agreement, including a Party's authorized officers or agents, has the authority to perform; and
2. Whereas, the Parties recognize that the original construction of I-5 effectively severed the Lower Albina neighborhood; displaced Albina residents, who were primarily Black families; and contributed to generational hardships; and Hybrid Option 3, if independently approved by the FHWA and OTC, would be an opportunity to partially repair such past damage and such repair is a strongly-desired outcome amongst the Parties; and
3. Whereas, the Parties strongly support a highway cover design and planning process that: ensures the Rose Quarter area and the lower Albina community is honored and connected; is guided by public and community input; is subject to independent review and approval by the FHWA, the OTC, and any applicable local governments; and incorporates the principles of equity and inclusion;
4. Whereas, the Parties believe that, if independently approved by the FHWA and the OTC, Hybrid Option 3 could restore connectivity in the lower Albina community and create buildable space and wealth-building opportunities for the community, while simultaneously addressing the area's transportation needs; and
5. Whereas, the Oregon Transportation Commission (OTC) directed the Oregon Department of Transportation (ODOT) in January 2020 to retain qualified consultants to serve as the Independent Cover Assessment Team (ICA Team) to study cover designs that could meet the goals of community stakeholders, including residents of Lower Albina, many of whom are Black residents and families; and
6. Whereas, the community members engaged by the ICA Team through a workshop and open house preferred scenario 5, the Historic Albina Advisory Board preferred scenario 4, and members of the Executive Steering Committee indicated a preference for hybrid scenario 1, the Governor convened a variety of project stakeholders including but not limited to: ODOT, City of Portland, Multnomah County, Metro, The National Association of Minority Contractors, The Soul District Business Association, Albina Vision Trust, NAACP, and Raimore Construction. After considering the stakeholder preferred options (scenarios 4, 5 and hybrid 1), these stakeholders expressed preference for moving forward with Hybrid Option 3, which included most of the major design elements of Scenario 5 except for relocation of the Northbound Broadway/Weidler I- 5 interchange. The stakeholders assert that Hybrid Option 3 is an opportunity to balance community members' priorities for the cover design with the need to maintain the project cost, schedule, and DBE goals; and they also believe that Hybrid Option 3, if independently

approved by the FHWA and OTC, would be an opportunity to partially address past damage to the community; and

7. Whereas, the Parties have indicated a strong preference for the preliminary technical conditions of approval for advancing Hybrid Option 3 as the project concept, as more particularly described and attached hereto as **Exhibit A**, which the Parties acknowledge are subject to independent approval by the FHWA and the OTC, as well as any applicable NEPA and land use regulations and processes; and
8. Whereas, the Parties strongly support a highway cover design and planning process that: ensures the Lower Albina neighborhood is honored and connected, is guided by public and community input, is subject to independent review and approval by the FHWA through the NEPA process and any applicable local government review, and incorporates the principles of equity and inclusion; and
9. Whereas, the Local Government Partners reaffirm their commitment to Hybrid Option 3, if independently approved by the FHWA and OTC, believing that Hybrid Option 3 could restore connectivity in the Lower Albina neighborhood, create buildable space, and enhance wealth-generating opportunities for the community, particularly for displaced residents and businesses with historic connections to Lower Albina, while simultaneously addressing the area's transportation needs; and
10. Whereas, the Parties believe the principles of restorative justice must inform any redevelopment process in and around Lower Albina and Rose Quarter area and that any future agreements regarding land redevelopment should ensure the Project reflects a commitment to the principles of restorative justice; and
11. Whereas, the Parties believe the development vision for the highway cover should be guided by members of the Albina community, which was harmed by the original construction of I-5, under the authority of the State and Local Government Partners who have legal responsibility for the development process, and in partnership with other government and community stakeholders. The Parties further believe that this development vision should include wealth-building opportunities for members of the Albina community who live within or were displaced from the Lower Albina neighborhood, which were primarily Black residents and families; and
12. Whereas, to ensure that the Black community is empowered to help determine the development vision for the highway cover, the Parties support the drafting of a Community Framework Agreement between the City of Portland, ODOT, and other state agencies and local jurisdictions as may be necessary, with the participation of organizations that represent the Albina community and Black residents. The Parties further anticipate that this process will be led by the City of Portland, and that the Community Framework Agreement will at minimum identify the roles and responsibilities of all involved entities and governments, public/private financing options, and other activities to support the highway cover development vision. The Parties support full consideration of the Independent Cover Assessment Report and

Appendices as a guide for this Community Framework Agreement; and

13. Whereas, the Parties believe the Project, if independently approved by the FHWA and OTC, will represent one of the most significant Disadvantaged Business Enterprise (“DBE”) contracting opportunities in Oregon’s history and can set a new standard for DBE contracting for large capital projects statewide and the Parties support honoring any existing contractual commitments to Disadvantaged Business Enterprises in the Rose Quarter area; and
14. Whereas, the Parties support the relocation and associated relocation planning efforts of Harriet Tubman Middle School from its current Rose Quarter location along I-5. The Parties further acknowledge that, as of the date of this Agreement, such relocation is in the conceptual stages and no details are yet planned or known and that such relocation would be a separate and distinct undertaking from the Project and would be under the authority of the Portland Public Schools in consultation with the State and the City of Portland; and
15. Whereas, the Parties recognize that congestion pricing is an important tool for managing traffic and greenhouse gas emissions in and around the metro region and understand that congestion pricing is a key way to address such concerns. The Parties further recognize that congestion pricing is a regional issue entailing projects and areas out of the Rose Quarter. The Parties support all reasonable efforts to move forward with congestion pricing in the Metro region, subject to any applicable regulatory constraints, with all reasonable measures taken to manage demand, reduce impacts to low-income people, and make revenue available to create and support a multimodal system; and
16. Whereas, the Parties recognize that further Intergovernmental Agreements will be necessary to engage City of Portland to advance Hybrid Option 3 and effectively rescind the City Council Suspend Work directive (July 6, 2020). Such Intergovernmental Agreements shall be structured to clearly describe respective roles and responsibilities in planning and implementing the Project and pay for technical staff time to support the environmental, design, construction, and close phases of the Project, as required. The Parties further anticipate that such agreements will clearly describe the Project’s governance structure, community engagement and community agreement processes, as well as approaches to ensure cost transparency, regulatory compliance, DBE contracting, and decision-making protocols; and
17. Whereas, the Parties recognize that all decisions, actions, or improvements associated with the Project must be executed solely by those entities with the requisite legal and statutory authority and the Parties are each committed to complying with any applicable state and local government land use rules and laws and any applicable, negotiated Community Framework Agreement; that ownership of the highway cover structure itself will remain with ODOT for legal and practical purposes; that ODOT should determine the appropriate mechanism for maintenance of the structure, whether direct maintenance or through a long-term

service contract; and that any future real estate or open space development on top of the cover would require executing long-term air rights and lease agreements, and that any such actions or decisions are subject at all times to applicable local, state, and federal laws including but not limited to land use and NEPA processes;

18. Whereas, the Parties are committed to a fair and unbiased evaluation of Hybrid Option 3 through the NEPA process and through any other required federal, state, or local environmental or land use reviews; and fully recognize that the ability to move Hybrid Option 3 forward is dependent upon the results of the independent NEPA process,

19. Whereas, the Parties recognize, honor, and acknowledge that final approval authority for the design and implementation of a Rose Quarter highway cover rests with OTC and the FHWA. The Parties further recognize that Hybrid Option 3 is a preliminary design concept and is subject to independent review and approval from the FHWA and the OTC. The Parties understand that no design or land use decisions or recommendations are made, suggested, or implied by or through this Agreement; and

20. Whereas, the Parties are committed to complying with any applicable federal, state and local government environmental and land use laws.

Now therefore, the Parties do understand as follows:

UNDERSTANDINGS


The Parties understand that Hybrid Option 3 is a proposed preliminary design modification for the highway cover and acknowledge that it remains subject to independent and unbiased review and approval by the OTC and the FHWA, subject to NEPA and land use processes. Parties have expressed strong collective support for the preliminary technical conditions of approval for the Project that are described with Hybrid Option 3 in **Exhibit A**. No design or land use decisions or recommendations are made, suggested, or implied by or through this Agreement. This Agreement further demonstrates the Parties' strong and continuing commitment to effective partnerships with each other, with the communities in and previously displaced from the Lower Albina neighborhood, and with the local, state, and federal agencies involved in the Project.


1. Support. The Parties hereby express and memorialize their strong collective support for continued analysis and review of the Project. No design or land use decisions or recommendations are made, suggested, or implied by or through this Agreement. The Parties acknowledge and honor that Hybrid Option 3 remains subject to independent and unbiased review and approval from the FHWA and the OTC. No design or land use decisions or recommendations are made, suggested, or implied by or through this Agreement. The Parties agree to act expeditiously to negotiate further agreements and/or workplans pertaining to the recitals and understandings in this Memorandum of Understanding.


2. **Non-Binding Nature of the Agreement.** This Agreement is a nonbinding expression of mutual understanding and intent and shall not be construed as an express or implied binding commitment to or by any Party. No Party is under any legal obligation with respect to the understandings provided herein and no binding commitment of any nature whatsoever shall be implied.
3. **Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement. Copies of this Agreement so executed shall constitute an original.
4. **Entirety.** This Agreement and any authorized and attached exhibits embody the entire mutual understanding between and among the Parties hereto with respect to their expression of mutual support regarding the Project and supersedes any previous agreements or understandings between the Parties relating to such expression of mutual support.
5. **No Agency Relationship.** No provision of this Agreement is intended to or should be construed as establishing a business relationship between the Parties, including but not limited to partnerships, joint-ventures, or agency relationships. Neither shall the employees, agents, or representatives of any Party be considered employees, agents, or representatives of any other Party for the purposes of the Oregon Tort Claims Act ("OTCA"), ORS 30.260 to 30.300, or for any other purpose.
6. **No Third-Party Beneficiaries.** The named Parties are the only parties to this Agreement. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to any third persons.
7. **Authority to Sign.** The signatories to this Agreement attest, represent and warrant that they have the requisite power and authority to enter into this Agreement on behalf of their respective governmental entities.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are authorized to bind their respective governments and to sign this Agreement, have read and understand it, and agree to its terms and conditions.

SIGNATURE PAGE FOLLOWS

CITY OF PORTLAND 
Signed _____
Title Commissioner
Date 1/12/2022

STATE OF OREGON, by and through
Governor Kate Brown
Signed: 
Date 1/31/2022

MULTNOMAH COUNTY
Signed 
Title Commissioner Jessica Vega Pederson
Date 1/20/2022

REVIEWED FOR STATE BY
By /s/ Christy K. Monson
Assistant Attorney General
Date 1/27/2022

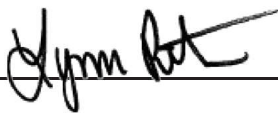
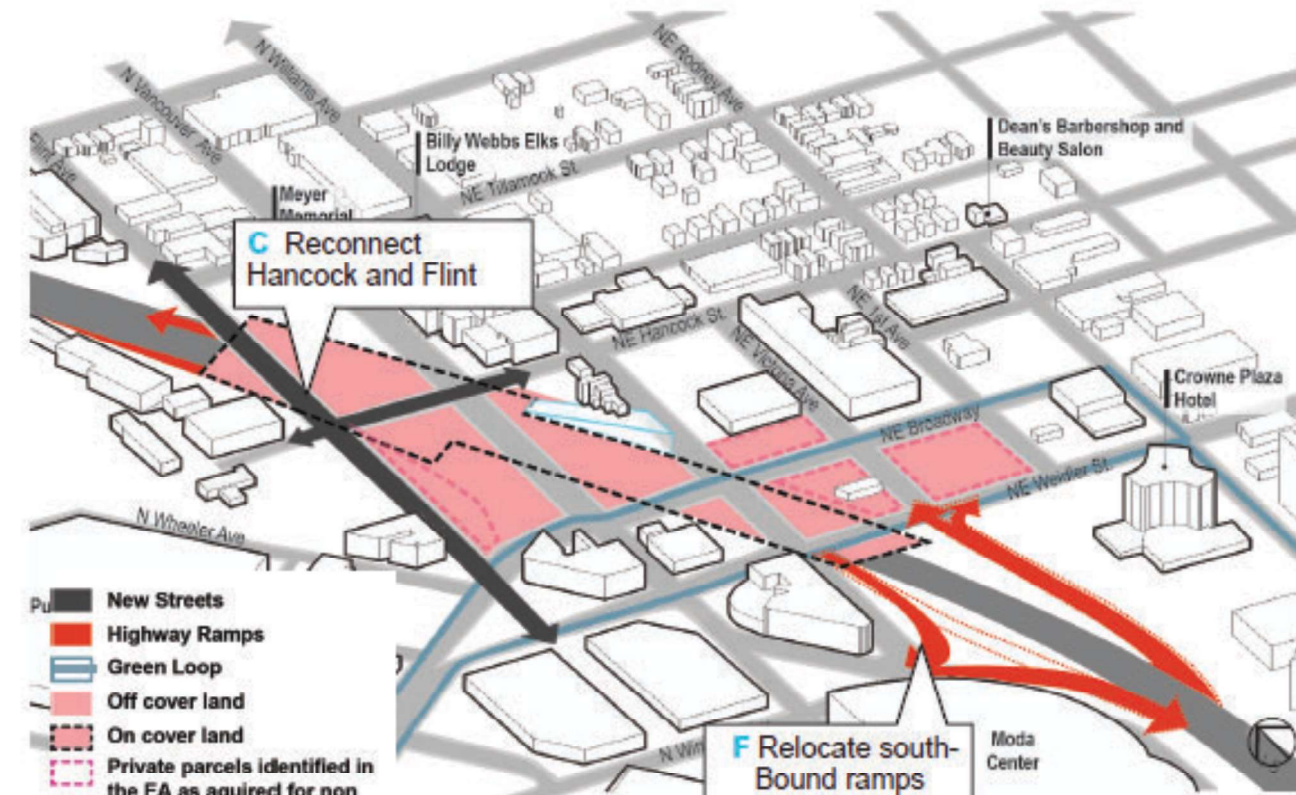
METRO
Signed 
Title Metro Council President
Date 1/21/2022

Exhibit A – Project Definition & Initial Technical Conditions

HYBRID 3



Total land: 7.98 acres (4.11 on-cover acres, 3.47 off-cover acres)
 Development capacity: 1,176,000 gsf

Hybrid 3 is viewed by the Parties as technically feasible with the following conditions, all of which are subject to further review and approval by the FHWA, OTC, and other governmental entities, as well as any required land use or NEPA processes:

1. Impacts and compliance will be evaluated with the City of Portland's Comprehensive Plan, Transportation Systems Plan, Central City 2035 Plan, Climate Action Plan/Climate Emergency Declaration.
2. ODOT to begin the southbound off-ramp farther north (i.e., where it begins today) than shown in the current design, to reduce the impact of highway traffic on city streets.
3. ODOT to shift the I-5 centerline east and reduce the inner shoulders from 12' to 4' to improve the approach geometry for the preferred alignment and turning movements at the intersection of Winning Way/Ramsay, Wheeler, Williams, and the ramp termini.
4. Review implications for the adopted Central City street hierarchy and relocation of the Green Loop. PBOT to re-evaluate local circulation impacts and the possible need to make Wheeler or Winning Way/Ramsay 2-way to accommodate truck and/or highway traffic

5. PBOT to evaluate potential signal phasing and timing changes at the intersection of Winning Way/Ramsay, Wheeler, Williams, and the ramp termini to best accommodate all modes of traffic
6. PBOT to re-evaluate pedestrian, bicycle, and public transit facilities, as well as potential operational improvements to transit, through the Rose Quarter area
7. Rose Quarter event access and traffic management to be taken into consideration as all the above options are evaluated
8. Additional outreach and stakeholder engagement is required

**Project design team supports above; named ODOT or PBOT based on jurisdictional responsibility*

DATE: May 10, 2022

TO: Director Kris Strickler

FROM: Brendan Finn, Urban Mobility Office Director
Megan Channell, Rose Quarter Project Director
Erik Havig, Statewide Policy and Planning Manager

SUBJECT: Recommendation to Withdraw April 5, 2021 I-5 Rose Quarter Improvement Project: Findings of Compatibility with Acknowledged Comprehensive Plans per Oregon Administrative Rule 731-015-0075

Requested Action:

Approve and sign the withdrawal of the April 5, 2021 I-5 Rose Quarter Improvement Project's findings of compatibility per OAR 731-015-0075 on behalf of the Oregon Department of Transportation.

Background:

The I-5 Rose Quarter Improvement Project (Project) is subject to ODOT's State Agency Coordination Program, which is Division 15 of the Oregon Administrative Rule (OAR) Chapter 731. OAR 731-015-0075 addresses coordination with local jurisdictions in project development for Class 1 and Class 3 projects, as defined by federal criteria under the National Environmental Policy Act (NEPA). The Project is a Class 3 project, as an Environmental Assessment was the defined level of documentation under NEPA.

By delegation of the Oregon Transportation Commission, you signed the Project's findings of compatibility in compliance with OAR 731-015-0075, as the Project design concept at that time was consistent with and was a product of the OTC-adopted I-5 Broadway/Weidler Interchange Facility Plan.

Since the issuance of the April 5, 2021 findings, the proposed design concept for the Project's highway cover is being reevaluated as a result of the OTC-directed Independent Highway Cover Assessment and associated community recommendations. Following a set of community workshops held by the Independent Highway Cover Assessment team, Governor Kate Brown convened a series of meetings with stakeholders in July and August 2021. As a result, a proposed highway cover design concept known as "Hybrid 3" was determined to be the design solution that best represented the community vision and a "win-win" opportunity to maximize developable land on and around the highway cover in a way that would avoid lengthy schedule delays and adverse impacts to the Project's disadvantaged business enterprise and workforce program. In August 2021, the Historic Albina Advisory Board voted

on and approved a consensus recommendation to advance the proposed Hybrid 3 highway cover design concept to the Oregon Transportation Commission, with support from the Executive Steering Committee and the Community Oversight Advisory Committee. ODOT presented the proposed Hybrid 3 highway cover concept and the Historic Albina Advisory Board's recommendation to the OTC in September 2021, and the Commission directed ODOT to further evaluate the proposed Hybrid 3 cover design concept.

ODOT, in partnership with the Federal Highway Administration, is preparing a Supplemental Environmental Assessment to evaluate the impacts of the proposed Hybrid 3 highway cover design concept. With this potential modification to the proposed Project design, the Project's findings of compatibility per OAR 731-015-0075 will need to be updated to reflect the proposed design evaluated in the Supplemental Environmental Assessment. As such, ODOT staff recommends that the April 5, 2021 findings of compatibility be withdrawn.



Oregon

Kate Brown, Governor

Oregon Department of Transportation

Urban Mobility Office
 Matthew L. Garrett Building
 123 NW Flanders
 Portland OR, 97209

I-5 Rose Quarter Improvement Project: WITHDRAWAL of Findings of Compatibility with Acknowledged Comprehensive Plans per Oregon Administrative Rule 731-015-0075

On April 5, 2021, the Director of the Oregon Department of Transportation, by delegation of the Oregon Transportation Commission, issued findings of compatibility for the I-5 Rose Quarter Improvement Project in compliance with OAR 731-015-0075.

Staff Recommendation

Staff recommends that the ODOT Director withdraw the above referenced findings of compatibility.

Signature: Megan Channell Digitally signed by Megan Channell
Date: 2022.05.10 14:50:12 -07'00'

Date: 5/10/2022

Megan Channell
 Rose Quarter Project Director, Oregon Department of Transportation

Signature: Erik M. Havig Digitally signed by Erik M. Havig
Date: 2022.05.10 15:38:46 -07'00'

Date: 5/10/2022

Erik Havig
 Statewide Policy and Planning Manager, Oregon Department of Transportation

Signature: Brendan C. Finn Digitally signed by Brendan Finn
Date: 2022.05.11 08:55:49 -07'00'

Date: 5/11/2022

Brendan Finn
 Urban Mobility Office Director, Oregon Department of Transportation

ODOT Director Action

The Director now finds that withdrawal of such findings is appropriate.

On behalf of the Oregon Department of Transportation and pursuant to a delegation by the Oregon Transportation Commission, the findings of compatibility for the I-5 Rose Quarter Improvement Project issued pursuant to OAR 731-015-0075 on April 5, 2021, are hereby withdrawn.

Signature: Kris Strickler

Date: 5/12/2022

Kris Strickler
 Director, Oregon Department of Transportation

INTERGOVERNMENTAL AGREEMENT
I-5 Rose Quarter Improvement Project
Preliminary Design Review and Coordination
Key Number - 19071

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and CITY OF PORTLAND, acting by and through its elected officials, hereinafter referred to as "City," each herein referred to individually as a "Party" and collectively as the "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may 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.
2. On May 5, 2010, the Portland City Council adopted an Intergovernmental Agreement with the State for facilitation services on the Central City 2035 NE Quadrant Plan and I-5 Broadway/Weidler Interchange Project (Ordinance No 183731).
3. On October 25, 2012, the Portland City Council adopted the N/NE Quadrant Plan and the I-5 Broadway-Weidler Facility Plan (Resolution No. 36972). The N/NE Quadrant Plan and I-5 Broadway/Weidler Facility Plan contain a recommended design concept for the subject I-5 Rose Quarter Improvement Project (Project).
4. On June 6, 2018, the Portland City Council adopted the Central City 2035 Plan and Transportation System Plan amendments that include the Project as conceptualized within the N/NE Quadrant and Facility plan (Transportation System Plan Projects #20119, #20120, #20121) and as evaluated under NEPA as well as an Action Item (Ordinance No. 189000 and Resolution No. 37360). The Council adopted action item placed conditions on the City's participation and support for the Project contingent upon: inclusion of all major elements of the project as described in the Facility Plan, including bicycle and pedestrian improvements, development of equity strategies and other efforts that benefit communities originally impacted by freeway construction, direction for the future use of any requested City funds on Project elements, and implementation of congestion pricing and transportation demand management (TDM) strategies.
5. In July 2020, the City Council -issued a Suspend Work directive to all City Bureaus (July 6, 2020) related to Project work. The suspend work directive was issued due

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to the City's belief that the Project did not fully align with City values as reflected in conditions of approval.

6. In July 2021, as directed by the Oregon Transportation Commission, an Independent Cover Assessment Team submitted to the State a Final Report with highway cover design options that promote the redevelopment of the Albina neighborhood in a manner that creates economic opportunities for area residents and minority-owned businesses.
7. In January 2022, Governor Brown and local government partners, which include City, Metro and Multnomah County elected official representatives, signed a Letter of Agreement to demonstrate shared understanding and support for the proposed Hybrid 3 highway cover design concept as part of the Project. The signed Letter of Agreement is attached as **Exhibit A** and provides the factual and historical background of the Project and expresses the parties' mutual understandings regarding their preference for the proposed Hybrid 3 highway cover design concept as a modification to the original Project design concept.
8. The State is designing and delivering the Project to improve the safety and operations of I-5 between I-84 and I-405 by adding auxiliary lanes and shoulders to I-5, reconstructing surface streets within the Broadway/Weidler interchange and improving community connections and reconnecting neighborhood streets to enhance public spaces and promote economic development opportunities.
9. The State is advancing the evaluation of the proposed Hybrid 3 highway cover design concept as part of the Project, with a proposed highway cover that can accommodate up to 3-story buildings and an option for up to 6-story buildings with additional cost and design constraints, including additional design and technical and supplemental environmental analyses.
10. The State acknowledges the harms to people of color, especially to the Black community in Oregon past and present, from the construction of the interstate highway system. The State is committed to helping address past wrongs by centering the Project on the voices of the Black community and working collaboratively and transparently with the Historic Albina Advisory Board (HAAB) and other partners to create a rejuvenated neighborhood with new community space and reconnected local streets over I-5.
11. The State is developing multiple work packages for possible Project construction, contingent upon the results of the supplemental NEPA process to evaluate the proposed Hybrid 3 highway cover design concept, including but not limited to Early Work Packages A, B and C and the Main Construction Package. See **Exhibit B** for the anticipated Project schedule and summary of the proposed work packages.
12. The State desires to engage the City's services to perform certain planning and engineering services in support of the Project's preliminary design phase (defined

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as up to 90% design completion for the Early Work Packages A, B and C and up to 30% design completion for the Main Construction Package), as well as services supporting the State's supplemental environmental review of the proposed Hybrid 3 highway cover design concept under NEPA, which is to be prepared concurrently with preliminary design. The City will provide services to State regarding State's work on City facilities and any modifications to the State's system that impact City facilities and this agreement lays out the terms of the collaboration.

13. The Parties desire to enter into this Agreement to provide a reimbursement process for preliminary engineering services provided by the City as part of the Project and to define City and State obligations associated with those services.
14. State and City will enter into separate agreements or an amendment to this agreement in the future to engage City services regarding City review of and permitting approvals for the State-prepared post-90% final design for the Early Work Packages and City review of and permitting approvals for State-prepared post-30% preliminary design for the Main Construction Package, as well as future construction support, right of way, public utilities, and maintenance and operation of the constructed Project facilities.

NOW, THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. State is designing the I-5 Rose Quarter Improvement Project, hereinafter referred to as the "Project." As part of the Project, City will perform a variety of services for the Project during the preliminary design and supplemental environmental review phase, hereinafter referred to as "Services," that are summarized in Recitals Paragraph 12 and set forth in in greater detail in **Exhibit C**, attached hereto and by this reference made a part hereof. For the purpose of this Agreement, "preliminary design" means up to 90% design completion for the Early Work Packages A, B and C and up to 30% design completion for the Main Construction Package. The State completed the 60% design milestone for Early Work Packages A and B prior to the execution of this Agreement and City support services for the pre-60% design milestone for Early Work Packages A and B are not included as part of this agreement and are being addressed separately through the City's Early Assistance development review program.
2. The estimate for the cost of City's Services on the Project is **\$4,976,320**. The State agrees to reimburse the City's actual direct and related indirect costs of the Project. The maximum amount that the State shall reimburse the City shall not exceed the "Total Amount Authorized," as indicated in **Exhibit D**. If City Services are anticipated to exceed the Total Amount Authorized, the City will notify State in writing with the cost estimate to complete the Services and the City will not exceed the Total Amount Authorized until State approves in writing and this Agreement is amended to increase the Total Amount Authorized. The Total Amount Authorized includes compensation for

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Services provided by the City from January 1, 2019 to July 5, 2020, and related expenses, as well as Services provided by the City after the Execution Date of this Agreement (as defined in Terms of Agreement Paragraph 12, below).

3. State and City shall work together to define jurisdictional design authority on the City streets within the Project area to inform the appropriate design standards. Except as otherwise provided under Terms of Agreement Paragraphs 6 and 7, below, State design standards shall be used on facilities under State jurisdiction and City design standards shall be used on facilities under City jurisdiction. For facilities other than those covered by Terms of Agreements Paragraph 7, below, State and City shall work together to define appropriate design standards and collectively develop safe and reasonable design exceptions in areas of transition between State and City jurisdiction.
4. State and City shall work together to define jurisdictional authority for traffic signals and Intelligent Transportation System (ITS) equipment within the Project area, including identification of the public body that will own and be responsible for traffic signal and ITS equipment operations.
5. State and City shall work together to engage the community throughout the preliminary design and supplemental environmental review phase, including inclusive engagement of community-based organizations and community stakeholders, and collectively utilize the community input to inform Project design. State will lead the Project's community engagement and public outreach, including ongoing coordination and meetings with the HAAB and COAC and applicable subcommittees, with support from the City, as further described in **Exhibit B**.
6. Except as provided in Terms of Agreement Paragraph 7, below, Plans and Specifications for the Project are being prepared according to ODOT Standards unless State and City agree in writing to apply City standards for specific project components.
7. Americans with Disabilities Act Compliance:
 - a. Both Parties shall ensure that the Project and all component activities comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all plans for future design or construction of pedestrian, bicycle, and transit routes and facilities will result in ADA-compliant facilities and improvements. The Project design shall include temporary pedestrian routes through or around any work zone, consistent with the applicable standards identified in Paragraphs 7.b and 7.c below.
 - b. ODOT standards will be utilized to assess and ensure that Project facilities on or along any State highway are in compliance with the ADA, including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards.

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- c. Except as otherwise provided in Paragraph 7.b above, Project sidewalks, curb ramps, and pedestrian-activated signals on City facilities will comply with City's ADA standards. City shall ensure that temporary pedestrian routes are provided through or around any Project work zone created by the City in the performance of work under this Agreement. Any such temporary pedestrian route shall include directional and informational signs, comply with City ADA standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. City shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the establishment of any work zone.
8. The State Project Director, or their designee, and City Project Manager shall be responsible for coordinating all aspects of their respective work scopes for the Project and all the respective employees, consultants and contractors assigned to the Project. The State Project Director, or their designee, and City Project Manager shall ensure that the Project and tasks related thereto are completed expeditiously and economically, and are consistent with the requirements of this Agreement. Refer to **Exhibit B** for the State's Project work plan and schedule of deliverables and review periods.
9. It is understood by both Parties that a project of this size and complexity will raise issues requiring speedy resolution. In the event of any issues or disputes between the City and State, it is understood by both Parties that the dispute shall be referred for resolution as follows ("Issue Resolution"):
 - a. Refer the dispute to the City Project Manager and State's Deputy Project Director, who shall make a good faith effort to resolve it;
 - b. If unresolved, refer it to the City Policy Planning and Projects Group Manager or designee and State Project Director or designee, who shall make a good faith effort to resolve it for resolution;
 - c. If unresolved, refer it to the City's PBOT Director or designee and to Urban Mobility Office Director or designee for resolution;
 - d. If unresolved, refer it to the City's Commissioner-in-Charge of Transportation and State's Director or designee for resolution.

In the event that any of the issues or disputes relating to facilities owned and maintained by City bureaus other than the Bureau of Transportation, the corresponding Bureau Project Manager, Bureau Director, and/or Commissioner-in-Charge will participate in resolving the issue with City's Project Manager in a liaison role.

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10. The State and City shall work together on coordinating the Project design as it relates to the City's separate and distinct Broadway-Weidler Corridor Project. The City's Broadway-Weidler Corridor Project includes roadway and striping modifications to Broadway and Weidler immediately east and west of the Project area. The City shall be responsible for communicating all Broadway-Weidler Corridor Project information to the State.
11. The State shall have primary responsibility for initiating, preparing and accomplishing the supplemental environmental review for the Project, in coordination with the FHWA. The supplemental environmental review documents are subject to independent review and approval by the FHWA. It is understood, however, that the City will have an opportunity to review the supplemental environmental assessment and provide comment to the State and FHWA and that the State and City agree to utilize their best efforts to this end.
12. The State shall have primary responsibility for initiating and accomplishing the preliminary design and design plans for the Project. It is understood, however, that the accomplishment of this end product will require cooperative efforts of both Parties and State and the City agree to utilize their best efforts to this end.
13. This Agreement becomes effective on the last date all required signatures are obtained (Execution Date) and terminates on July 31, 2024.

CITY OBLIGATIONS

1. City shall complete the Services listed in **Exhibit C**, using the City staffing plan as listed in **Exhibit D**, which is attached hereto and incorporated herein by this reference.
2. City's Project Manager for this Project is Sharon Daleo, PE, 1120 SW 5th Avenue, Suite 1331, Portland, OR 97204, 503-823-8818, Sharon.Daleo@portlandoregon.gov, or assigned designee upon individual's absence. City shall notify the other Party in writing of any contact information changes during the term of this Agreement.
3. City's Project Manager and other appropriate City staff shall actively participate in technical design team meetings, including the Project's Technical Leadership Team and design subteam meetings, support field investigations, and provide timely review of Project documents in order to maintain the Project schedule. The City Project Manager or other appropriate City staff shall promptly report to the Project team any potential conflicts or issues of concern perceived by City with respect to the Project.
4. City's Project Manager will coordinate with a Technical Resource Team at the City that will perform the technical reviews of supplemental environmental and preliminary engineering design documents and plans that cover or impact City facilities. Members of this team shall be made available for meetings with State to discuss design plans and comments. State anticipates that the City will review plans for any element within the City ROW and modifications to the State's system that impact City facilities. City shall provide staff within the Technical Resource Team that will review and collaborate with State on a traffic management plan.

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5. City's Project Manager will manage all technical reviews by City staff, serve as the liaison to other bureaus within the City, and assist and support the State and Project staff in briefings and presentations to City commissions, committees, boards and councils. City Project Manager will be responsible for consolidating and submitting one set of City comments on Project deliverables to the State and addressing any conflicting City comments in best effort prior to submitting to the State.
6. City Project Manager will be responsible for identifying presentations to City commissions, committees, boards, and councils and will lead the scheduling and coordination of these City briefings and presentations in support of the Project's Public Involvement and Communication plans.
7. City Policy Planning and Projects Group Manager shall actively participate in the Project Management Group (PMG) meetings and provide timely review of Project documents in order to maintain the Project schedule.
8. The City shall utilize Procore, the State's project delivery platform for the Project, to collaborate on and submit deliverables, documents and comments. The use of Procore does not require users to purchase or maintain their own licenses. The City shall adhere to the requirements of the Project's External User Roles, Responsibilities ("EURR") for Procore, and each individual user, or "Account Holder," that needs access must agree to the Terms and Conditions of use set forth in the External User Access Agreement ("EUAA") prior to entry into the Procore system. City shall promptly send notice to State to remove Procore access for Account Holders that are no longer employed, reassigned, or that otherwise no longer need access to Procore for the Project. State or its designated contractor is not responsible for any damage that may occur due to error, omission, lack of timeliness, or any other cause, of the information contained on Procore. State or its designated contractor does not assume any responsibility for information added to the site by the users. State or its designated contractor disclaims any liability arising from interferences or interruptions, viruses, telephone faults, malicious damage by third parties, electronic system downtime, overloading of the Internet, or any cause beyond the control of the State or its designated contractor. State or its designated contractor reserves the right to temporarily suspend access to Procore, without notice, due to maintenance, repair, or any other reason deemed necessary for the proper functioning of the Procore system.
9. City shall lead the preparation of the scope of work for the future highway cover land use, programming and development process and development of a Community Framework Agreement, in consultation with the State, to ensure the highway, local streets and resulting land parcels within the Project area are coordinated. The State shall reimburse the City to prepare the scope of work for the highway cover use and development process and Community Framework Agreement, however, it shall be the City's full responsibility to lead, implement and fund the activities and process articulated within the scope of work, following State's approval of the scope of work. Regardless of the City-led highway cover land use and programming process, the State will retain ownership of the highway cover structure and the new land created on the

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- highway cover structure. Due to span length and site constraints, design of the highway cover structure would constrain building size, location, type and use on portions of the cover. Subject to the outcome of the NEPA process, the State anticipates that buildings of up to three stories can be accommodated throughout the highway cover. Also subject to the outcome of the NEPA process, buildings of up to six stories may be able to be accommodated, with additional cost and design constraints, where span lengths are shorter than 80 feet.
10. City shall keep accurate cost accounting records. City shall prepare and submit itemized, progress quarterly invoices directly to State's Urban Mobility Office Contract Invoice account at UMOcontractinvoices@odot.oregon.gov, with a copy to the State's Project Director at megan.channell@odot.oregon.gov and the State's Project Resident Engineer – Consultant Projects at kerry.werner@odot.oregon.gov, for review and approval. Such invoices will be in a form identifying the Project, the Agreement number, the invoice number or the account number or both, and will itemize all expenses identified in Exhibit D for which reimbursement is claimed.
 11. City shall not enter into any subcontracts for any of the work under this Agreement without obtaining prior written approval from State.
 12. City shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, City expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142, as amended](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
 13. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall ensure that each of its contractors complies with these requirements.
 14. City shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
 15. City shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members,

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Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of City's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of the State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.

16. Any such indemnification shall also provide that neither City's contractor and subcontractor nor any attorney engaged by City's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any City of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that City's contractor is prohibited from defending the State of Oregon, or that City's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against City's contractor if the State of Oregon elects to assume its own defense.
17. City acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of City which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after expiration or termination of this Agreement. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
18. City certifies and represents that the individual signing this Agreement has been authorized to enter into and execute this Agreement on behalf of City, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.

STATE OBLIGATIONS

1. State shall manage, schedule, and facilitate design subteam meetings for State and City to collaborate and develop assumptions for the preliminary engineering design documents as further laid out in **Exhibit B**.
2. State shall submit to the City copies of preliminary engineering design documents for City to review and comment at the relevant 30%, 60% and 90% stages for each preliminary design work package and participate in other Project coordination as further laid out in **Exhibits B and C**. State will prepare and submit City permitting and design review checklists with each design submittal to the City.

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3. State shall submit comment response of all supplemental environmental and preliminary engineering design documents for City to review and inform subsequent design phase as further laid out in **Exhibit B**.
4. State shall commit to working collaboratively with the City in decision-making during design development for surface street and ROW facilities within City jurisdiction, including but not limited to highway covers, urban design, multimodal design, multi-use paths, and new highway crossings, and as further laid out in the Project governance structure in **Exhibit B**.
5. State shall be responsible for developing and managing the Project's Public Involvement and Communications Plan. The State and City shall collaborate on implementation of and future refinements to this Plan.
6. State shall continue to manage the Project governance structure, as further laid out in **Exhibit B**, to promote diverse representation of community members, community-based organizations, businesses, and institutions to share in Project design development.
7. The State shall provide City access to Procore, the project delivery platform used to manage all aspects of the Project, including document and deliverable submittals and collaboration. The Project utilizes automated workflows and document control within Procore to manage requests for information and submittals. The use of Procore does not require users to maintain their own licenses.
8. In consideration for the services performed, State agrees to pay City within forty-five (45) days of receipt and approval by State of any City-submitted Project invoice, up to a maximum amount of **\$4,976,320** (the Total Amount Authorized, as identified in **Exhibit D**). The maximum amount includes reimbursement for actual work performed for actual staff time costs and all expenses, including travel expenses. Travel expenses shall be reimbursed to Agency in accordance with the current State of Oregon Department of Administrative Services' rates.
9. State will manage the process to obtain all necessary City permitting information related to the relevant 30%, 60% and 90% design phases for the Project, whether the permits and information are obtained by its consultants or construction contractors.
10. State shall continue best efforts with City during preliminary engineering regarding avoiding or mitigating impacts to Portland Streetcar services that may be expected during Project construction and finding the most cost effective solution for continued Portland Streetcar operations during construction.
11. State shall provide the City with the technical analysis of the structural capacity of the highway cover and associated design constraints for the City's use in leading the highway cover use determination process as part the Community Framework Agreement.

City/State

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12. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
13. State's contact for this Agreement is the State Project Director, Megan Channell, 123 NW Flanders Street, Portland, OR 97209, 971-233-6510, megan.channell@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement upon giving thirty (30) days notice in writing to the City, or at such later date as may be established by State, under any of the following conditions:
 - a. If City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If City fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. City may terminate this Agreement upon giving thirty (30) days notice in writing to the State, or at such later date as may be established by City, under any of the following conditions:
 - a. If State fails to perform the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City fails to correct such failures within ten (10) days or such longer

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period as City may authorize.

- b. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited.
4. If this Agreement is terminated prior to fulfillment of the terms stated herein, the City shall be reimbursed by the State only for actual expenses, both direct and indirect, incurred prior to the date of termination.
5. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
6. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or City with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
7. With respect to a Third Party Claim for which State is jointly liable with City (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by City in such proportion as is appropriate to reflect the relative fault of State on the one hand and of City on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of City on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
8. With respect to a Third Party Claim for which City is jointly liable with State (or would be if joined in the Third Party Claim), City shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of City on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The

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relative fault of City on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

9. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
10. The Parties agree that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, will be designed according to current ODOT Highway Design Manual standards where ODOT has design jurisdiction. The Parties further agree that all Project sidewalks, curb ramps, and pedestrian-activated signals will be designed using ODOT Standard Drawings, and that the ODOT Design Exception process will be followed for any sidewalk, curb ramp, or pedestrian-activated signal that cannot be designed to the ODOT standards where ODOT has design jurisdiction. City Standards and the City's Design Exception process will be followed where the City has design jurisdiction. See Terms of Agreement Paragraphs 3 and 4 regarding process for defining jurisdictional design authority. The Project design will include temporary pedestrian routes through or around any work zone. Parties agree to collaborate on a process for designing temporary pedestrian and bicycle routes required during Project construction.
11. State and City are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
12. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
13. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter herein. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

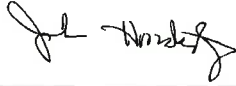
This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key #19071) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently by amendment to the STIP).

Signature Page to Follow

City/State
Agreement No. 33370/730-00007431

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF PORTLAND, by and through its elected officials



By _____
Commissioner Jo Ann Hardesty

Date 8/3/2022

STATE OF OREGON, by and through its Department of Transportation



By Brendan FINN (Aug 31, 2022 14:09 PDT)
Urban Mobility Office Director

Date 08/31/2022

APPROVED AS TO FORM

By **Ken McGair** Digitally signed by Ken McGair
Date: 2022.08.01 21:05:41
-07'00'
Counsel

Date _____

City Contact:
Sharon Daleo
1120 SW 5th Avenue, Suite 1331
Portland, OR 97204
503-823-8818
Sharon.Daleo@portlandoregon.gov

APPROVAL RECOMMENDED

By Megan Channell
Megan CHANNELL (Aug 31, 2022 13:48 PDT)
Rose Quarter Project Director

Date 08/31/2022

APPROVED AS TO LEGAL SUFFICIENCY

By John McCormick
Assistant Attorney General

Date via email dated June 16, 2022

State Contact:
Megan Channell
123 NW Flanders
Portland, OR 97209
971-233-6510
Megan.channell@odot.oregon.gov

Exhibit A

Governor Letter of Agreement

Letter of Agreement

HYBRID OPTION 3: I-5 Rose Quarter Improvement Project

PARTIES

This Letter of Agreement ("Agreement") is made and entered into by and between the State of Oregon by and through the Governor's office ("the State") and the City of Portland ("City"), Multnomah County ("County"), and Metro ("Metro") (hereinafter collectively referred to as "Local Government Partners"), by and through their duly authorized elected officials or duly authorized staff. The State and the Local Government Partners are collectively referred to herein as "the Parties."

PURPOSE

The purpose of this Agreement is to demonstrate the Parties' understandings and support for the Independent Highway Cover Assessment "Hybrid Option 3" concept as part of the I-5 Rose Quarter Improvement Project (Project). Hybrid Option 3 is a proposed preliminary design modification for the Project highway cover. The Parties acknowledge that, notwithstanding anything herein, Hybrid Option 3 remains subject to independent review and approval by the Oregon Transportation Commission (OTC) and the Federal Highway Administration (FHWA). Nothing in this Agreement is intended to interfere with or impose any expectations upon the independent authority of the OTC and FHWA or regarding any NEPA or land use processes. Hybrid Option 3 is more fully described in Exhibit A, which is attached to this Agreement.

This Agreement is meant to demonstrate the Parties' strong and continuing commitment to achieving the following: 1) collaborative support for proceeding expeditiously with the technical and environmental examination of the Hybrid Option 3 with the goal to start the project within the proposed timeline, subject at all times to independent environmental and technical review; 2) cooperative and effective partnerships with each other, with the communities in and previously displaced from the Rose Quarter area, which includes part of the Albina neighborhood, and with the federal agencies involved in the Rose Quarter Project; and 3) the establishment of a process that would allow the Parties to support the exploration of Hybrid Option 3 using collaborative methods.

This Agreement is not a binding contractual agreement. It is meant to provide the factual and historical background of the Project and to express the Parties' mutual understandings regarding preference for Hybrid Option 3, subject at all times to any applicable federal, state, or local jurisdictions' authority, laws, and processes, including but not limited to: required land use and NEPA regulations and processes.

RECITALS

1. Whereas, under the authority granted to the Parties in the Oregon Revised Statutes (ORS), including ORS 190.110, state agencies may enter into agreements or non-binding memoranda of understandings with units of local government for the performance of any or all functions or activities that a Party to this Agreement, including a Party's authorized officers or agents, has the authority to perform; and
2. Whereas, the Parties recognize that the original construction of I-5 effectively severed the Lower Albina neighborhood; displaced Albina residents, who were primarily Black families; and contributed to generational hardships; and Hybrid Option 3, if independently approved by the FHWA and OTC, would be an opportunity to partially repair such past damage and such repair is a strongly-desired outcome amongst the Parties; and
3. Whereas, the Parties strongly support a highway cover design and planning process that ensures the Rose Quarter area and the lower Albina community is honored and connected; is guided by public and community input; is subject to independent review and approval by the FHWA, the OTC, and any applicable local governments; and incorporates the principles of equity and inclusion;
4. Whereas, the Parties believe that, if independently approved by the FHWA and the OTC, Hybrid Option 3 could restore connectivity in the lower Albina community and create buildable space and wealth-building opportunities for the community, while simultaneously addressing the area's transportation needs; and
5. Whereas, the Oregon Transportation Commission (OTC) directed the Oregon Department of Transportation (ODOT) in January 2020 to retain qualified consultants to serve as the Independent Cover Assessment Team (ICA Team) to study cover designs that could meet the goals of community stakeholders, including residents of Lower Albina, many of whom are Black residents and families; and
6. Whereas, the community members engaged by the ICA Team through a workshop and open house preferred scenario 5, the Historic Albina Advisory Board preferred scenario 4, and members of the Executive Steering Committee indicated a preference for hybrid scenario 1, the Governor convened a variety of project stakeholders including but not limited to: ODOT, City of Portland, Multnomah County, Metro, The National Association of Minority Contractors, The Soul District Business Association, Albina Vision Trust, NAACP, and Rainore Construction. After considering the stakeholder preferred options (scenarios 4, 5 and hybrid 1), these stakeholders expressed preference for moving forward with Hybrid Option 3, which included most of the major design elements of Scenario 5 except for relocation of the Northbound Broadway/Weidler I- 5 interchange. The stakeholders assert that Hybrid Option 3 is an opportunity to balance community members' priorities for the cover design with the need to maintain the project cost, schedule, and DBE goals; and they also believe that Hybrid Option 3, if independently

approved by the FHWA and OTC, would be an opportunity to partially address past damage to the community; and

7. Whereas, the Parties have indicated a strong preference for the preliminary technical conditions of approval for advancing Hybrid Option 3 as the project concept, as more particularly described and attached hereto as Exhibit A, which the Parties acknowledge are subject to independent approval by the FHWA and the OTC, as well as any applicable NEPA and land use regulations and processes; and
8. Whereas, the Parties strongly support a highway cover design and planning process that: ensures the Lower Albina neighborhood is honored and connected, is guided by public and community input, is subject to independent review and approval by the FHWA through the NEPA process and any applicable local government review, and incorporates the principles of equity and inclusion; and
9. Whereas, the Local Government Partners reaffirm their commitment to Hybrid Option 3, if independently approved by the FHWA and OTC, believing that Hybrid Option 3 could restore connectivity in the Lower Albina neighborhood, create buildable space, and enhance wealth-generating opportunities for the community, particularly for displaced residents and businesses with historic connections to Lower Albina, while simultaneously addressing the area's transportation needs; and
10. Whereas, the Parties believe the principles of restorative justice must inform any redevelopment process in and around Lower Albina and Rose Quarter area and that any future agreements regarding land redevelopment should ensure the Project reflects a commitment to the principles of restorative justice; and
11. Whereas, the Parties believe the development vision for the highway cover should be guided by members of the Albina community, which was harmed by the original construction of I-5, under the authority of the State and Local Government Partners who have legal responsibility for the development process, and in partnership with other government and community stakeholders. The Parties further believe that this development vision should include wealth-building opportunities for members of the Albina community who live within or were displaced from the Lower Albina neighborhood, which were primarily Black residents and families; and
12. Whereas, to ensure that the Black community is empowered to help determine the development vision for the highway cover, the Parties support the drafting of a Community Framework Agreement between the City of Portland, ODOT, and other state agencies and local jurisdictions as may be necessary, with the participation of organizations that represent the Albina community and Black residents. The Parties further anticipate that this process will be led by the City of Portland, and that the Community Framework Agreement will at minimum identify the roles and responsibilities of all involved entities and governments, public/private financing options, and other activities to support the highway cover development vision. The Parties support full consideration of the Independent Cover Assessment Report and

Appendices as a guide for this Community Framework Agreement; and

13. Whereas, the Parties believe the Project, if independently approved by the FHWA and OTC, will represent one of the most significant Disadvantaged Business Enterprise ("DBE") contracting opportunities in Oregon's history and can set a new standard for DBE contracting for large capital projects statewide and the Parties support honoring any existing contractual commitments to Disadvantaged Business Enterprises in the Rose Quarter area; and
14. Whereas, the Parties support the relocation and associated relocation planning efforts of Harriet Tubman Middle School from its current Rose Quarter location along I-5. The Parties further acknowledge that, as of the date of this Agreement, such relocation is in the conceptual stages and no details are yet planned or known and that such relocation would be a separate and distinct undertaking from the Project and would be under the authority of the Portland Public Schools in consultation with the State and the City of Portland; and
15. Whereas, the Parties recognize that congestion pricing is an important tool for managing traffic and greenhouse gas emissions in and around the metro region and understand that congestion pricing is a key way to address such concerns. The Parties further recognize that congestion pricing is a regional issue entailing projects and areas out of the Rose Quarter. The Parties support all reasonable efforts to move forward with congestion pricing in the Metro region, subject to any applicable regulatory constraints, with all reasonable measures taken to manage demand, reduce impacts to low-income people, and make revenue available to create and support a multimodal system; and
16. Whereas, the Parties recognize that further Intergovernmental Agreements will be necessary to engage City of Portland to advance Hybrid Option 3 and effectively rescind the City Council Suspend Work directive (July 6, 2020). Such Intergovernmental Agreements shall be structured to clearly describe respective roles and responsibilities in planning and implementing the Project and pay for technical staff time to support the environmental, design, construction, and close phases of the Project, as required. The Parties further anticipate that such agreements will clearly describe the Project's governance structure, community engagement and community agreement processes, as well as approaches to ensure cost transparency, regulatory compliance, DBE contracting, and decision-making protocols; and
17. Whereas, the Parties recognize that all decisions, actions, or improvements associated with the Project must be executed solely by those entities with the requisite legal and statutory authority and the Parties are each committed to complying with any applicable state and local government land use rules and laws and any applicable, negotiated Community Framework Agreement; that ownership of the highway cover structure itself will remain with ODOT for legal and practical purposes; that ODOT should determine the appropriate mechanism for maintenance of the structure, whether direct maintenance or through a long-term

service contract, and that any future real estate or open space development on top of the cover would require executing long-term air rights and lease agreements, and that any such actions or decisions are subject at all times to applicable local, state, and federal laws including but not limited to land use and NEPA processes;

18. Whereas, the Parties are committed to a fair and unbiased evaluation of Hybrid Option 3 through the NEPA process and through any other required federal, state, or local environmental or land use reviews; and fully recognize that the ability to move Hybrid Option 3 forward is dependent upon the results of the independent NEPA process,
19. Whereas, the Parties recognize, honor, and acknowledge that final approval authority for the design and implementation of a Rose Quarter highway cover rests with OTC and the FHWA. The Parties further recognize that Hybrid Option 3 is a preliminary design concept and is subject to independent review and approval from the FHWA and the OTC. The Parties understand that no design or land use decisions or recommendations are made, suggested, or implied by or through this Agreement; and
20. Whereas, the Parties are committed to complying with any applicable federal, state and local government environmental and land use laws.

Now therefore, the Parties do understand as follows:

UNDERSTANDINGS

The Parties understand that Hybrid Option 3 is a proposed preliminary design modification for the highway cover and acknowledge that it remains subject to independent and unbiased review and approval by the OTC and the FHWA, subject to NEPA and land use processes. Parties have expressed strong collective support for the preliminary technical conditions of approval for the Project that are described with Hybrid Option 3 in Exhibit A. No design or land use decisions or recommendations are made, suggested, or implied by or through this Agreement. This Agreement further demonstrates the Parties' strong and continuing commitment to effective partnerships with each other, with the communities in and previously displaced from the Lower Albina neighborhood, and with the local, state, and federal agencies involved in the Project.

1. Support. The Parties hereby express and memorialize their strong collective support for continued analysis and review of the Project. No design or land use decisions or recommendations are made, suggested, or implied by or through this Agreement. The Parties acknowledge and honor that Hybrid Option 3 remains subject to independent and unbiased review and approval from the FHWA and the OTC. No design or land use decisions or recommendations are made, suggested, or implied by or through this Agreement. The Parties agree to act expeditiously to negotiate further agreements and/or workplans pertaining to the recitals and understandings in this Memorandum of Understanding.


Page 5 of 9

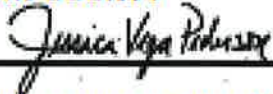
2. **Non-Binding Nature of the Agreement.** This Agreement is a nonbinding expression of mutual understanding and intent and shall not be construed as an express or implied binding commitment to or by any Party. No Party is under any legal obligation with respect to the understandings provided herein and no binding commitment of any nature whatsoever shall be implied.
3. **Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement. Copies of this Agreement so executed shall constitute an original.
4. **Entirety.** This Agreement and any authorized and attached exhibits embody the entire mutual understanding between and among the Parties hereto with respect to their expression of mutual support regarding the Project and supersedes any previous agreements or understandings between the Parties relating to such expression of mutual support.
5. **No Agency Relationship.** No provision of this Agreement is intended to or should be construed as establishing a business relationship between the Parties, including but not limited to partnerships, joint-ventures, or agency relationships. Neither shall the employees, agents, or representatives of any Party be considered employees, agents, or representatives of any other Party for the purposes of the Oregon Tort Claims Act ("OTCA"), ORS 30.260 to 30.300, or for any other purpose.
6. **No Third-Party Beneficiaries.** The named Parties are the only parties to this Agreement. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to any third persons.
7. **Authority to Sign.** The signatories to this Agreement attest, represent and warrant that they have the requisite power and authority to enter into this Agreement on behalf of their respective governmental entities.


THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are authorized to bind their respective governments and to sign this Agreement, have read and understand it, and agree to its terms and conditions.

SIGNATURE PAGE FOLLOWS

CITY OF PORTLAND
 Signed 
 Title Commissioner
 Date 1/12/2022

STATE OF OREGON, by and through
 Governor Kate Brown
 Signed: 
 Date 1/31/2022

MULTNOMAH COUNTY
 Signed 
 Title Commissioner Jessica Vega Pederson
 Date 1/20/2022

REVIEWED FOR STATE BY
 By 
 Assistant Attorney General
 Date 1/27/2022

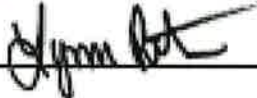
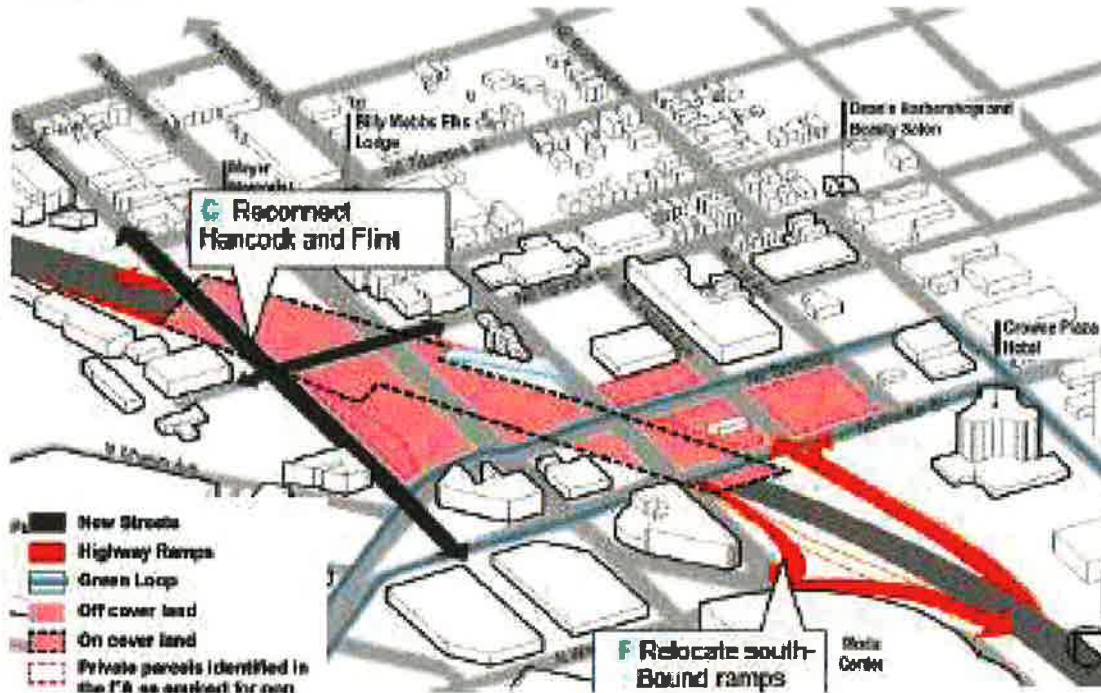
METRO
 Signed 
 Title Metro Council President
 Date 1/21/2022

Exhibit A – Project Definition & Initial Technical Conditions

HYBRID 3



Total land: 7.98 acres (4.11 on-cover acres, 3.47 off-cover acres)

Development capacity: 1,176,000 gsf

Hybrid 3 is viewed by the Parties as technically feasible with the following conditions, all of which are subject to further review and approval by the FHWA, OTC, and other governmental entities, as well as any required land use or NEPA processes:

1. Impacts and compliance will be evaluated with the City of Portland's Comprehensive Plan, Transportation Systems Plan, Central City 2035 Plan, Climate Action Plan/Climate Emergency Declaration.
2. ODOT to begin the southbound off-ramp farther north (i.e., where it begins today) than shown in the current design, to reduce the impact of highway traffic on city streets.
3. ODOT to shift the I-5 centerline east and reduce the inner shoulders from 12' to 4' to improve the approach geometry for the preferred alignment and turning movements at the intersection of Winning Way/Ramsay, Wheeler, Williams, and the ramp terminus.
4. Review implications for the adopted Central City street hierarchy and relocation of the Green Loop. PBOT to re-evaluate local circulation impacts and the possible need to make Wheeler or Winning Way/Ramsay 2-way to accommodate truck and/or highway traffic

5. PBOT to evaluate potential signal phasing and timing changes at the intersection of Winning Way/Ramsay, Wheeler, Williams, and the ramp termini to best accommodate all modes of traffic
6. PBOT to re-evaluate pedestrian, bicycle, and public transit facilities, as well as potential operational improvements to transit, through the Rose Quarter area
7. Rose Quarter event access and traffic management to be taken into consideration as all the above options are evaluated
8. Additional outreach and stakeholder engagement is required

**Project design team supports above; named ODOT or PBOT based on jurisdictional responsibility*

Exhibit B Project Schedule and Description of Work Packages

I. Introduction

This schedule and description of work packages is intended to guide ODOT and the City through the preliminary design and supplemental environmental review phase of the I-5 Rose Quarter Improvement Project. The supplemental environmental review phase includes an evaluation of the proposed Hybrid 3 highway cover design. Preliminary design is defined as up to 90% design completion for the Early Work Packages A, B and C and up to 30% design completion for the Main Construction Package. The preliminary design milestones for City services include:

- Early Work Package A: 60% - 90% design development
- Early Work Package B: 60% - 90% design development
- Early Work Package C: 30% - 90% design development
- Main Construction Package: 30% design development

II. Deliverables and Schedule

The preliminary design phase includes all activities necessary to develop and approve up to 90% design completion for the Early Work Packages A, B and C and up to 30% design completion for the Main Construction Package. The supplemental environmental review phase is concurrent with the preliminary design phase.

ODOT and the City agree that the dates shown in Table 1 below constitute the intended schedule for advancing and completing the Project’s preliminary design phase. Anticipated dates may change as the Project progresses. ODOT will keep the City informed of revised milestone deliverable submittal dates beyond what is presented in the schedule graphic and table below.

In addition to the major milestone deliverables listed in the table below, additional deliverables will include various other design technical reports and memoranda that support the primary deliverables, with an expected 10 business day review period by the City. ODOT commits to providing responses to the City’s submitted review comments, with an expected response time of 3-4 weeks depending on the volume of comments received.



Table 1: Deliverable Schedule

	Task / Deliverable	Completion Date
Main Construction Package	Draft 30% Design	June 2023
	Final 30% Design	November 2023
Early Work Package A	30% Design*	<i>Complete (July 2021)</i>
	60% Design*	<i>Complete (January 2022)</i>
	90% Design	July 2022
Early Work Package B	30% Design*	<i>Complete (July 2021)</i>
	60% Design*	<i>Complete (March 2022)</i>
	90% Design	September 2022
Early Work Package C	30% Design	August 2022
	60% Design	December 2022
	90% Design	May 2023
Supplemental Environmental Assessment	Technical Report Preparation Completion	June 2022
	Publish Supplemental Environmental Assessment (30-day public comment period)	September 2022
	Anticipated NEPA decision (FHWA)	January 2023

Note: The State completed the 60% design milestone for Early Work Packages A and B prior to the execution of this Agreement. City support services for the 30% and 60% design milestones for Early Work Packages A and B are not included as part of this agreement and are being addressed separately through the City's Early Assistance development review program.

III. Description of Work Packages for Preliminary Design Phase

The following descriptions and illustrations reflect the preliminary design for the Project work packages. The work packages are being designed for future construction, pending completion of the updated environmental review process and preliminary design phase completion.



Early Work Package A – Preliminary Design Phase, Key Features:

- I-5 mainline improvements at the I-5 / I-405 interchange
- I-5 safety improvements to I-405 and Greeley Ave off ramps
- I-5 northbound retaining walls

Early Work Package B – Preliminary Design Phase, Key Features:

- I-5 mainline improvements south of I-5 / I-84 interchange
- I-5 safety improvements to I-84 and Morrison Bridge off-ramps
- I-5 retaining walls (northbound and southbound)
- Bridge barrier rail and Phase 1 seismic retrofits

Early Work Package C – Preliminary Design Phase, Key Features:

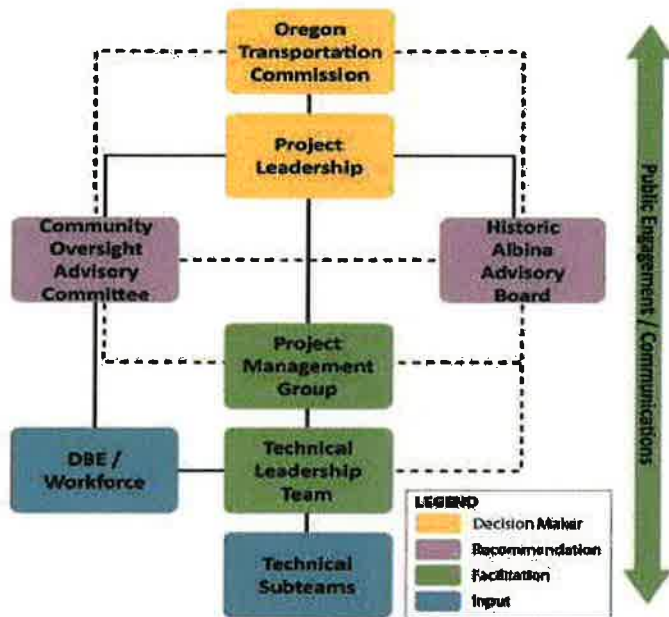
- I-5 mainline improvements and early work in central Project area prior to Main Construction Package

Main Construction Package – Preliminary Design Phase, Key Features:

- Highway Cover
- Local street improvements
- I-5 mainline improvements within highway cover area

IV. Project Governance Structure and Technical Subteam Meetings

Parties will work together collaboratively within the Project's governance structure, as established by the State and illustrated below:



- **Oregon Transportation Commission:** Makes final Project decisions
- **Project Leadership:** ODOT leadership provides high-level guidance, advises the OTC and informs major decisions related to the Project's design and construction, and coordinates with City leadership on decisions.
- **Historic Albina Advisory Board:** Represents community values and interests of the historic Albina neighborhood and works collaboratively to shape Project outcomes for the maximum benefit of the project and community.
- **Community Oversight Advisory Committee:** Reviews and provides feedback on the CM/GC's DBE and workforce programs and practices.
- **Project Management Group:** Recommends Project actions/decisions, elevates recommendations to Project Leadership as appropriate. (*Invitees: ODOT, FHWA, Metro, TriMet, PPS, City*)
- **Technical Leadership Team:** Works through technical design and construction issues, Project analysis, and recommends technical decisions (*Invitees: ODOT, FHWA, Metro, TriMet, PPS, City*)
- **Subteams (Technical, DBE/Workforce, Public Engagement/Communications):** Conducts day-to-day project development activities (*Invitees: ODOT, FHWA, Metro, TriMet, PPS, City*)
- **Federal Decisions/Approvals:** NEPA Process and Documentation, Funding/Financing Plan, Contract Documents, DBE/Workforce Program

Parties will work together collaboratively through the following project management and technical subteams:

Technical Subteam Meetings
Traffic Operations
Vissim Meetings

Local Streets
Freeway
Utilities/Drainage
Structures
Urban Design
Transit
Design Integration
Technical Leadership Team (TLT)
Project Management Group (PMG)

Technical Focus Group Meetings (occurs as needed)
ITS
MOT
Signing
Fire, Life, Safety
Streetcar
Active Transportation

Exhibit C

Description of Services Provided by City

City shall perform the following activities for the work packages described in **Exhibit B** through services associated with supplemental environmental review and Preliminary Engineering, by July 2024:

- A. City Staffing Plan.** The City shall provide the staff and services necessary to review, provide comment on, and identify revisions to the supplemental environmental review and preliminary design deliverables to assist the State in completing the environmental and preliminary engineering phase of the Project on budget and in accordance with the Project schedule. During the Project, the City shall make available the persons identified in **Exhibit D**. The Parties recognize that these persons and attendant services will be adjusted and allocated as necessary and reasonable to fulfill the purpose of this Agreement. The Parties agree that this Staffing Plan may be modified to include the service needs during supplemental environmental review and preliminary design phase of the Project and as may be necessary.
- B. Ensuring No Adverse Effects to City.** The City's services to review, provide comment on, and identify revisions to the supplemental environmental review and preliminary design deliverables are intended to ensure: (1) that the City's facilities and operations within the public right-of-way are adequately provided for; (2) that the City's facilities and operation outside the public right-of-way are not adversely affected; (3) that transit, bicycle, pedestrian streetcar, and vehicular traffic is adequately provided for; (4) that public health, safety, and welfare, including without limitation aesthetic, environmental, and commercial values, are not adversely affected; and (5) as we work toward these goals, monitor that the project contributes to a Portland that is more equitable and that has a smaller carbon footprint.
- C. Compensation.** The City's compensation for services provided under this Agreement shall be broken down into at least two (2) parts: (1) Environmental (Environmental Assessment); and (2) Preliminary Engineering (to 90% design for Early Work Packages A, B and C and to 30% design for Main Construction Package). Compensation for future phases (Final Design, Construction, Close Out phases and any permitting fees) would be handled through a separate agreement or incorporated into this Agreement by amendment.

The City's compensation for services are detailed in **Exhibit D**, up to the Total Amount Authorized identified in **Exhibit D**.

The Parties agree that line item budgets for each task / deliverable milestone, per **Exhibits B** and **D**, may be reallocated between City Bureaus within this Agreement without further amendment, when approved by the City and State

Project Managers and affected City Bureau Directors so long as the overall approved budget amount for the respective deliverable milestone in this Agreement is not exceeded.

D. *Community Relations.* City will provide sufficient staff to support State-led public involvement and communications tasks including but not limited to the following:

- Project advisory committees
- Open Houses, Workshops, and Other Public Meetings
- Preparation meetings for public meetings
- Strategy & messaging development in support of the Public Involvement and Communications Plan
- Review and dissemination of public involvement and communications materials

C. *Betterments/Cost Sharing.* The City agrees that it shall specify and provide or pay costs for any Betterments that are incorporated into the Project at the request of the City and approved by the State. The Parties shall, through amendment of this Agreement, negotiate the work scope and cost of such Betterments prior to State proceeding with the design and construction of such Betterments. As used in this Agreement, "Betterment" means replacement of existing infrastructure with new where the infrastructure is beyond its useful life; or replacement with a kind, size or type of infrastructure facility that differs from that existing as of the commencement of this Agreement. If the facility is near the end of its useful life, the Parties agree to engage in a process to determine which portion of cost is considered a "Betterment" relative to the portion of expended useful life when compared to the entire useful life.

D. *City Staff.* City shall assign the following personnel to the Project:

1. City Project Manager
2. City Project Planners(s)
3. City Project Engineer(s)
4. City Civil and Traffic Engineer(s)
5. City Structural Engineer(s)
6. Tree Inspector(s)
7. Bureau Project Coordinator(s) for each of the following: Portland Water Bureau (PWB), Bureau of Environmental Services (BES), Bureau of Development Services (BDS), Bureau of Planning and Sustainability (BPS), and the Bureau of Parks and Recreation (PP&R)

E. City Services General. Each City bureau or agency with Code authority or other responsibility over the Project shall provide to the State the following services:

1. Supply copies of all available file data on all existing facilities as requested by the State for the Project, existing infrastructure file data will only be provided in accordance with the Bio Terrorism Act of 2002 Public Law 107-188, EPA Title 42, Section 300i-2, and ORS 192.502(33), as applicable. The City has found the completeness and accuracy of this file information to be inadequate when used as the sole basis for design and construction purposes and recommends verification before incorporation into any final design. Any reliance on the data by State shall be at its own risk.
2. Supply necessary City permitting requirements related to the 30%, 60% and 90% design phases for the Project, in substantial conformance with **Exhibit D**. City shall review, comment on, identify revisions and approve permitting documents to issue applicable permits for each individual work package, per the City's scope of services described in **Exhibits C and D**, to allow for future construction of early work packages and the main construction package based on the schedule provided in **Exhibit B**.
3. City shall assist in the State's development of the Highway Cover Design Criteria for the highway cover structure to ensure that future building development on the cover is compatible with existing and/or amended City requirements. See City Obligations Paragraph 9 for highway cover development design criteria.
4. City shall support the development of an arts program for the Project in collaboration with the community and other local partners.
5. Review, provide comments, identify revisions, as necessary, to the Project plans as provided for in this Agreement. All comment submittals from the City must be provided to the State in the State's requested comment log format via Procore. Plan sheets with redlines and comments may be submitted in addition for clarification, but the comments must be entered in the comment log via Procore to be considered. City shall submit one consolidated comment log to the State for each of the deliverable reviews.
6. Regularly attend, prepare for, and actively participate in relevant technical design subteam meetings, to be hosted by the State at the Project office at 240 N. Broadway, Portland, OR 97227 and/or made available in a virtual format. The City Project Manager is responsible for assigning City staff to each of the design subteams, in consultation with the State.
7. The City Project Manager shall coordinate comments from all City bureaus and shall assist in resolution of all Project issues raised by any

City bureau prior to submitting the consolidated set of comments to the State.

8. Cooperate fully with the City's Project Manager, State's Project Manager, and City and State designated representatives as reasonably necessary to assist in the timely and proper completion of the Project deliverables.

(i) Portland Bureau of Transportation ("PBOT").

1. Major Projects and Partnerships (MPP) Division. Under the coordination of the City's Project Manager, MPP shall provide services as described below:
 - (a) Act as the lead City agency in carrying out the City's obligations and exercising the City's rights under this Agreement.
 - (b) Provide as necessary, services of the City's Project Manager and other positions as identified in the Agreement.
 - (c) Assist in and coordinate all plan reviews.
 - (d) Assist in development of highway cover Community Framework Agreement scoping.
 - (e) Assist in resolution of design considerations in collaboration with State.
 - (f) Coordinate and track compliance with all City permits.
 - (g) Provide assistance in City budget development, monitoring, tracking, and billing for all City bureaus and other entities. Prepare budget status reports as required.
 - (h) Assist ODOT-led Project presentations to committees and advisory groups related to the Project's community engagement and Disadvantaged Business Enterprises and Workforce programs.
2. Traffic Design Section (TDS). Under the coordination of the City's Project Manager, PBOT's TDS shall provide services as described below:
 - (a) Assist in resolution of City comments on traffic and jurisdictional design criteria requirements related to supplemental environmental evaluation and preliminary design deliverables.
 - (b) Assist in implementation of City Policy and Transportation Strategy for People Movement through prioritization of modes ensuring that the needs and safety of each group of users are

considered, needs are balanced, land use and system plans are maintained, and policy-based rationale is provided.

- (c) Review and provide comment on State-prepared Project traffic modelling including Synchro, VISSIM, and VISSUM models, specifically to consider multimodal operations.
- (d) Review, provide comment, and identify revisions as necessary for all pavement markings, traffic signs, and other work affecting vehicular, transit, bicycle and pedestrian traffic within City right-of-way and as it interfaces with State right-of-way developed as part of the preliminary engineering design. Notify the City's Project Manager of all identified comments and revisions, for the City Project Manager's consolidation in the comment logs and forwarding to State.
- (e) Review, provide comment, and identify revisions, as necessary, to State-prepared analyses for traffic control to be performed as part of the design, and construction efforts.
- (f) Provide assistance as needed for efforts related to truck studies performed by State.
- (g) Provide input into State's development of construction phasing concepts for future incorporation into the CM/GC's construction documents, with specific attention to maintenance of streetcar operations during the construction phase.
- (h) Provide input into the State's development of a cost effective approach for continued Portland Streetcar operation during Project construction.

3. Civil Design Section (CDS). Under the coordination of the City's Project Manager, CDS shall provide services as described below:

- (a) Assist in resolution of City's civil related design issues.
- (b) Assist in the resolution and documentation of all necessary City design exceptions.
- (c) Review, provide comment, and identify revisions, as necessary, to State-prepared civil design deliverables. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.
- (d) Provide necessary staffing and support services to cover the City's involvement in utility coordination and relocation in support of the State-prepared Project design plans.

- (e) Review, provide comment, and identify revisions as necessary to civil improvements and new facilities as part of the State-led Project design. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to the State.

4. Bridges and Structures (BAS) Section. Under the coordination of the City's Project Manager, BAS shall provide services as described below:

- (a) Assist in resolution of City structures design and anticipated construction issues on or impacting City ROW.
- (b) Review, provide comment, and identify revisions to, as necessary, the State-prepared structural design, including the highway cover structures (State will retain ownership of highway cover structures). Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.
- (c) Review, provide comments, and identify guidance and revisions, as necessary, for State-prepared Project design for structural improvements, modifications and new facilities in the City's ROW. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.

5. Signals & Street Lights (SSL). Under the coordination of the City's Project Manager, SSL shall provide services as described below:

- (a) Assign an SSL engineer to participate in City's review of State-prepared Project design and supplemental environmental review deliverables and relevant technical team meetings, and coordinate all work, budget and information covered under this Agreement with the City's Project Manager.
- (b) Review, provide comment, and identify revisions, as necessary, to the State-prepared Project design plans for traffic signaling devices and other work affecting pedestrian, bicycle, streetcar and bus transit, freight and vehicular traffic in the Project area within City ROW. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.
- (c) Review, provide comment, and identify revisions, as necessary, to the State-prepared Project design plans for City street lighting

facilities in the Project area. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.

- (d) Review and provide comment to State-prepared Project traffic modelling including Synchro, VISSIM, and VISSUM models, specifically to consider multimodal operations.

6. Transportation Policy & Planning Division. Under the coordination of the City's Project Manager, the Transportation Policy & Planning Division shall provide services as described below:

- (a) Assign modal coordinator/point of contact for City work performed under this Agreement for Pedestrian, Bicycle, Transit, accessible (ADA), and Freight and coordinate all work, budget and information covered under this Agreement with the City's Project Manager.
- (b) Review, provide comment, and identify revisions, as necessary, to State-prepared project design of multimodal traffic and other design work affecting transit, bicycle, pedestrian, freight and ADA traffic. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.
- (c) Assist in the highway cover scoping to determine roles and responsibilities and timeline for the City's future role in the community framework agreement and to ensure the highway, local streets and resulting land parcels within the Project area are coordinated (see BPS services below as lead).
- (d) Assist in the development of a range of development concepts/scenarios (e.g., open space, mixed use residential, community commercial, interim uses), considering elements identified in the community visioning process during the Independent Highway Cover Assessment.

7. Construction Inspection & Pavement Management (CON). Under the coordination of the City's Project Manager, CON shall provide services as described below:

- (a) N/A -- No services or work provided by CON in supplemental environmental evaluation phase of work as part of this Agreement.
- (b) Assist with constructability reviews of CM/GC work packages as applicable in EWP or Main Package preliminary design.

8. Right of Way Programs & Permitting (RWPP). Under the coordination of the City's Project Manager, RWPP shall provide services as described below:
 - (a) Provide necessary City staffing and support services for the State-led ROW process, including ROW coordination related to City-owned and controlled parcels.
 - (b) Any future ROW transfer will be addressed as part of the ROW process and in a separate ROW agreement, as necessary.
9. Streetcar. Under the coordination of the City's Project Manager, PBOT's Streetcar team shall provide services as described below:
 - (a) Assist in resolution of City streetcar related design and anticipated construction issues.
 - (b) In conjunction with TDS, review, provide comment and identify revisions, as necessary, to State-prepared design plans for streetcar pavement markings, traffic signs, and other work affecting Streetcar operations within City ROW developed as part of the preliminary engineering design phase. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.
 - (c) Review, provide comment, and identify revisions, as necessary, to State-prepared design plans for traffic control. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.
 - (d) Provide input into State's development of construction phasing plans for future incorporation into the CM/GC's construction documents.

(ii) Bureau of Environmental Services ("BES")

Under coordination with the City's Project Manager, BES shall provide services as described below:

1. Assign a single Project Coordinator/point of contact to participate in City's review of State-prepared Project design and supplemental environmental review deliverables and relevant technical team meetings related to new sewer, stormwater and sewer relocation work and coordinate all work under this Agreement with the City's Project Manager.

2. Assign a single Project Coordinator as the point of contact for all work related to implementation of the City's "Stormwater Management" Manual and identification of relevant guidance for State-prepared design plans.
3. Provide necessary staffing and support services to cover BES's involvement in utility coordination and relocation.
4. Review and provide comments on State-prepared Preliminary Engineering plans for all storm, sanitary, combined sewerage and stormwater management facilities. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.

(iii) Portland Water Bureau ("PWB")

Under the coordination of the City's Project Manager, PWB shall provide services as described below:

1. Assign a single Project Coordinator/point of contact to participate in City's review of State-prepared Project design and supplemental environmental review deliverables and relevant technical team meetings related to water facilities, and coordinate all work, budget and information under this Agreement with the City's Project Manager.
2. Review and provide comments on State-prepared design plans for all water facilities, including identifying where plans do not meet PWB standards. Notify the City's Project Manager of all identified revisions, and PWB Design Exceptions that are required, for City Project Manager's consolidation in the comment logs and forwarding to State.
3. Provide engineering input on State-prepared preliminary engineering of water system relocation, and improvements, included in the Project.

(iv) Bureau of Development Services ("BDS")

Under the coordination of the City's Project Manager, BDS shall provide services as described below:

1. Assign a Project Coordinator/point of contact to participate in City's review of State-prepared Project design and supplemental environmental review deliverables and relevant technical team meetings, and coordinate all work, budget and information under this Agreement with the City's Project Manager.

2. Assist in the identification of all Project elements located outside of City of Portland right-of-way requiring a land use approval or building permit. Provide process management advice for processing of the land use approvals and building permits for the Project elements needing those approvals or permits. Review of these portions of the system shall be conducted according to the requirements of the Oregon State Specialty Building Codes, and National Fire Protection Association (NFPA) standards and requirements in effect at time of applications, and pertinent portions of Portland City Code Titles 10, 11 24, 25, 26, 27, 32, and 33. Review times shall conform to the requirements in the City Code. BDS shall exercise good faith to review Project plans and specifications in a timely manner consistent with the Project schedule. Upon satisfactory completion of this and other reviews required by this Agreement, BDS shall issue necessary construction permit(s).
3. Provide process management advice to State on design, environmental, historic, design reviews and other land use actions as required. Assign a process manager for permits and a senior planner for the land use reviews. These individuals will assist and work with PBOT and State to streamline the approval processes.
4. Representing the City, BDS will be a member of the Authority Having Jurisdiction (AHJ) as identified in NFPA 502 to support the review and approval of the State-prepared Project Fire, Life, Safety design for the highway cover structure.
5. Assist in development of the State's Highway Cover structural design criteria to ensure that future building development on the cover is compatible with existing and/or amended City requirements.
6. Participate in meetings and processes associated with the scoping for the future Community Framework Agreement process.
7. Assist in resolving and finalizing the development agreement(s) as needed for future greenway or Green Loop connectors.

(v) Bureau of Parks and Recreation ("Parks")

Under the coordination of the City's Project Manager, Parks' planning and capital projects development, and forestry section shall provide services as described below:

1. Assign a single Project Coordinator/point of contact to participate in City's review of State-prepared Project design and supplemental environmental review deliverables and relevant technical team meetings related to City-owned park and recreation facilities, and coordinate all work, budget and information under this Agreement with the City's Project Manager.

2. Review and provide input on State-prepared Project design plans for street trees and landscaping in City ROW per City Code Title 11. Services to monitor existing street tree removals, new street tree installations, and landscaping installation in City ROW are not part of this Agreement and will be addressed in a future construction-phase agreement.
3. Review and comment on State-prepared Project design plan documents for improvements affecting City Parks' properties in the Project area.
4. Review State-prepared Project design plan documents for consistency and coordination with planned and existing trail locations and connections.
5. Coordinate with BDS Planning and Zoning on any required permits or land use reviews.
6. Assist in resolving and finalizing the development agreement(s) needed for future greenway connectors.
7. Coordinate with the design-build Bridge contractor to complete any necessary Non-Park Use Permit (NPUP) process and trail diversion or detour plans as needed.
8. Assist in the development of a range of development concepts/scenarios (e.g. open space, mixed use residential, community commercial, interim uses), considering elements identified in the community visioning process during the Independent Highway Cover Assessment.

(vi) Bureau of Planning and Sustainability ("BPS")

Under the coordination of the City's Project Manager, Bureau of Planning and Sustainability shall provide services as described below:

1. Assign a single Project Coordinator/point of contact to participate in City's review of State-prepared Project design and supplemental environmental review deliverables and relevant technical team meetings, and coordinate all work, budget and information under this Agreement with the City's Project Manager.
2. Lead the scoping process, in coordination with the State and other city bureau partners, to determine roles and responsibilities and timeline for the City's future role in the community framework Agreement and to ensure the highway, local streets and resulting land parcels within the Project area are coordinated. This includes a community-wide engagement strategy that will review the community visioning process and framework agreement from the Independent Highway Cover Assessment. This also includes a conceptual road map that looks at existing and proposed land uses, infrastructure needs,

potential zoning code amendments and design guidelines for the new land created by the Project. This work will be done in partnership with the State, community, and other stakeholders.

3. Assist in the development of a range of development concepts/scenarios (e.g., open space, mixed use residential, community commercial, interim uses, etc.) considering elements identified in the community visioning process during the Independent Highway Cover Assessment.
4. Assist in development of the State's Highway Cover structural design criteria to ensure that future building development on the cover is compatible with existing and/or amended City requirements.
5. Assist in the development of an arts program for the Project in collaboration with the community and other local partners.
6. Review updated State-prepared Project design plan documents for consistency and coordination with the planning for the Central City 2035 and Facility Plan. Identify any potential changes to zoning codes, urban design plans, and district plans.
7. Provide technical planning assistance on State-prepared Project design deliverables and City permitting requirements associated with:
 - Rose Quarter Transit Center
 - Willamette River Greenway / Eastside Esplanade
 - Bicycle and pedestrian access
 - Public art
 - Greenway and Green Loop connections
 - City of Portland review process

City of Portland Contract # 30008180

City/State Agreement No.

Exhibit D City Staffing Plan and Total Authorized Amount

	Environmental	EWP 30,60,90%	Main Package PE 30%	Scope Hwy Cover/Community Framework	TOTAL
PBOT	\$ 351,160	\$ 797,852	\$ 1,814,789	\$ 125,666	\$ 3,089,467
BES	\$ 29,348	\$ 100,477	\$ 55,688	\$	\$ 185,513
PWB	\$ 30,021	\$ 97,849	\$ 57,231	\$	\$ 185,101
BDS	\$ 45,720	\$ 153,540	\$ 185,040	\$	\$ 384,300
BPS	\$ 44,708	\$ 9,630	\$ 262,566	\$ 230,039	\$ 546,943
Parks	\$ 30,507	\$ 28,317	\$ 36,734	\$	\$ 95,557
Subtotal by phase	\$ 531,464	\$ 1,187,666	\$ 2,412,047	\$ 355,705	\$ 4,486,882
Subtotal January 1, 2019 - July 5, 2020					\$ 489,438
Total Amount Authorized					\$ 4,976,320

Hours and subtotal by phase item budgets identified in **Exhibit D** are estimates; however, City shall not perform work that would cause its charges to exceed the estimated amount for each subtotal by phase without seeking prior written approval from State authorizing the additional work.

Under no circumstances shall State's payment obligations under this Agreement exceed the identified Total Amount Authorized in **Exhibit D**.

City's hourly rates for Services provided by city staff shall not exceed \$200 per hour.



City of Portland

April 5, 2023

Kris Stricker, ODOT Director
c/o I-5 Rose Quarter Improvement Project
888 SW 5th Ave
Suite 600
Portland, OR 97204

RE: Update on City I5RQ Supplemental Environmental Assessment Letter (dated 1/4/2023)

The City of Portland is a participating agency and partner on ODOT's I5 Rose Quarter project. In January 2023, the City submitted comments on the NEPA Supplemental Environmental Assessment that underscored the need for more work to be done to address the city's concerns and conditions of agreement. At this point, we are encouraged by ODOT's responsiveness by facilitating an inclusive and values-based process, as well as the outcome of that process that demonstrates how the Hybrid 3 concept must evolve to support the future of a reconnected Albina neighborhood and world-class major event venue.

The recent collaborative design workshops held with all major stakeholders have demonstrated a deep commitment to honor community values and the interests of the historic Albina neighborhood – as represented by Historic Albina Advisory Board (HAAB) and the Albina Vision Trust (AVT) – to advance principles of restorative justice. When agreed upon in January 2022, the Hybrid 3 concept provided an invaluable rescoping of what was once a failed project. Now, through deeper engagement with key stakeholders, technical design refinements have been identified and are needed to advance the project.

Some of the outcomes of the workshops include revisions to Hybrid 3 to gain alignment with City policy as it relates to prioritizing people walking, rolling, bicycling, and taking transit both on the newly reconnected local streets and on critical pathways to access the Rose Quarter event venues. Moreover, the City recognizes that the project must result in improved safety and accessibility for all modes by modifying or relocating the Southbound off ramp terminal proposed for Ramsay/Williams/Wheeler. We believe this can be done in a way that will advance the community vision to maximize community-led development opportunity and developable space on and adjacent to the highway cover, while accommodating event district traffic management requirements.

As evidenced by USDOT's recent award of Reconnecting Communities Pilot (RCP) program planning funds, this project has the potential to remedy past harms, create an environment that supports community redevelopment, and provide mobility benefits for people within the reconnected neighborhood and accessing our state's largest event district. Our ongoing collaboration with ODOT as well as the HAAB, AVT, and Rip City Management as part of this planning effort will seek to advance this partnership and critical place-making and wealth-building opportunities.

Furthermore, I5RQ is already on track to provide significant economic benefits and new workforce opportunities for local communities of color even as the project breaks ground. Thanks in part to advocacy from ODOT's Community Opportunity Advisory Committee, this project will utilize an alternative contracting method in which minority-owned firms are represented in the joint venture Construction Manager/General Contractor, as well as Diverse Business Enterprise subcontractor participation requirements. This contracting structure will help build the capacity for minority-owned construction firms to support future regional megaprojects such as the Interstate Bridge Replacement Program and the Earthquake Ready Burnside Bridge.

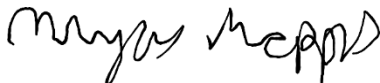
As evidenced by the City's cross-bureau team from the Portland Bureau of Transportation, Bureau of Planning and Sustainability, and Prosper Portland dedicated to advancing this project, **it is an utmost priority for the City of Portland that I5RQ project moves forward**. Furthermore, we view completion of this project as fundamentally tied to implementation of the Interstate Bridge Replacement Program and the Regional Mobility Pricing Program. If the bottleneck of congestion at the Rose Quarter is not addressed in tandem with construction of the Interstate Bridge, the opportunity for that strategic investment to better manage the system and move goods and services along this critical corridor will be muted at best. Coordinated implementation of these major corridor improvements with maximized community benefit is critical to delivering the value Oregonians deserve.

The City of Portland intends to build on this momentum to ensure the success of this catalytic project. We are confident that ODOT's Rose Quarter project will not only relieve congestion, improve safety, and enhance developability of the district – but that it will do so in a way that recognizes, addresses, and prevents the repetition of the injustices suffered by communities of color throughout Portland's history. We are optimistic that by continuing to work closely alongside other project stakeholders, we will advance this once-in-a-generation project to enhance our state's largest event district and reconnect the Albina neighborhood.

Sincerely,



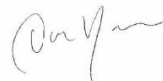
Mayor Ted Wheeler



Commissioner Mingus Mapps



Commissioner Carmen Rubio



Commissioner Dan Ryan



Commissioner Rene Gonzalez



CITY OF

PORTLAND, OREGON

Ted Wheeler, Mayor
Carmen Rubio, Commissioner
Dan Ryan, Commissioner
Rene Gonzalez, Commissioner
Mingus Mapps, Commissioner

September 22, 2023

The Honorable Pete Buttigieg
Secretary of Transportation
United States Department of Transportation
1200 New Jersey Avenue SE
Washington, DC 20590

Dear Secretary Buttigieg:

We are writing regarding our support for two Neighborhood Access and Equity Grant Program applications: Oregon Department of Transportation's (ODOT) I-5 Rose Quarter Improvement Project highway cover and Portland Bureau of Transportation's (PBOT) Broadway Main Street project.

The original construction of Interstate 5 (I-5) in the 1950s and 60s divided the Albina neighborhood, which was then the heart of Portland's Black community, and was part of a series of public and private developments that led to disinvestment in Albina and the displacement of many of its residents, businesses, and community institutions. Over 800 Black-owned homes were razed, destroying billions in generational wealth, and upending a thriving local economy. Despite this history, most of Portland's historic Black churches, social justice organizations, and social service agencies are still anchored in Albina and the surrounding neighborhoods, and the area remains a cultural and emotional hub for many Black Portlanders.

ODOT's I-5 Rose Quarter Improvement Project includes a highway cover over I-5 that will reconnect local streets and create new community spaces for future development and economic opportunities. The project is guided by the Historic Albina Advisory Board (HAAB), a committee that elevates voices of the Black community to ensure that project outcomes reflect community interests and values, and that historic Albina directly benefits from the investments of this project. The HAAB sees significant opportunities with the construction of the highway cover - to create space for businesses that build wealth, health and social services, and public spaces that offer safe access and connections. Reconnected and rebuilt local streets will increase safety for people walking, biking, and riding transit. The cover will include seismic upgrades, making the structure over I-5 more resilient in the event of the Cascadia earthquake. And finally, the Project will create significant opportunities for jobs and economic development by investing more than \$150 million in jobs for Disadvantaged Business Enterprises in the area.

PBOT's Broadway Main Street Project will reconnect Albina Vision catalytic sites to neighborhoods and key destinations across I-5 to the north and east, while also improving connections within the district to important destinations including the Willamette River, a regional transit center, and both existing and planned parks and open spaces. This project compliments and extends ODOT's highway cover investment to reconnect neighborhoods on either side of I-5 following a generation of forced displacement and underinvestment. The Broadway Main Street Project will tangibly advance social, economic, and environmental justice by catalyzing necessary transportation infrastructure investment in support of the Albina Vision Community Investment Plan.

These NAE grants are critical for ensuring the promise of restorative justice is met with action. Thank you for your full and fair consideration of these two grant applications.

Sincerely,



Ted Wheeler
Mayor



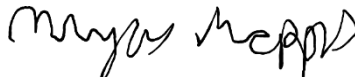
Carmen Rubio
Commissioner



Dan Ryan
Commissioner



Rene Gonzalez
Commissioner



Mingus Mapps
Commissioner

PBOT

PORTLAND BUREAU OF TRANSPORTATION

1120 SW Fifth Ave, Suite 1331, Portland OR 97204

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Jo Ann Hardesty Commissioner **Chris Warner** Director

October 06, 2022

The Honorable Pete Buttigieg
Secretary of Transportation
United States Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Secretary Buttigieg:

The City of Portland is strongly supportive of two Reconnecting Communities applications for the Interstate-5 Rose Quarter Improvement Project (RQIP). The first is the Oregon Department of Transportation's (ODOT) capital construction application. The second is our planning grant application submitted in partnership with the Albina Vision Trust.

The original construction of Interstate 5 (I-5) in the 1950s and 60s divided the Albina neighborhood, which was then the heart of Portland's Black community, and was part of a series of public and private developments that led to disinvestment in Albina and the displacement of many of its residents, businesses, and community institutions. In spite of this history, most of Portland's historic Black churches, social justice organizations, and social service agencies are still anchored in Albina and the surrounding neighborhoods, and the area remains a cultural and emotional hub for many Black Portlanders.

Restoring justice to Black residents from Albina is one of four values that guide the RQIP, and the project has empowered members of Portland's Black community to define how this project can begin to knit the community back together. The project design has long included covers over the highway, and ODOT engaged an independent consultant team to recommend a design and implementation plan for the cover that not only reconnects Historic Albina, but also benefits the Black community into the future. The project is guided by the Historic Albina Advisory Board (HAAB), which consists entirely of Black people with ties to the Albina neighborhood. The community sees significant opportunities to create space for businesses that build wealth, health and social services, and streets and public spaces that offer safe access and connections.



It is the policy of the City of Portland that no person shall be excluded from participation in, denied the benefits of, or be subjected to discrimination in any city program, service, or activity on the grounds of race, color, national origin, disability, or other protected class status. Adhering to Civil Rights Title VI and ADA Title II civil rights laws, the City of Portland ensures meaningful access to City programs, services, and activities by reasonably providing: translation and interpretation, modifications, accommodations, alternative formats, and auxiliary aids and services. To request these services, contact the Portland Bureau of Transportation at 503-823-5185 or 311 (503-823-4000), for Relay Service & TTY: 711.

The Reconnecting Communities Capital Construction grant would provide an initial investment in building a cover where the community's vision can come to fruition. The recommended highway cover design – which has broad support from the HAAB, community organizations and stakeholders, partner agencies, and Oregon's governor – will reconnect part of the street grid that made Albina a vibrant and walkable neighborhood, create new high-quality development space for businesses and community services, and add much-needed bicycle, pedestrian, and transit facilities. The grant will help to build the physical space for these new elements and unlock the potential for additional investments to develop the cover.

The City of Portland and Albina Vision Trust are submitting a complementary planning grant to advance the work necessary to fully realize the potential of the covers. The work will identify place-based strategies that leverage the newly reconnected local streets and new land that construction of the highway cover will create and is essential to full realization of the stated values and goals of the RQIP.

Thank you for your full consideration of these two grant applications.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Warner". The signature is fluid and cursive, with a long horizontal stroke at the end.

Chris Warner, Director
Portland Bureau of Transportation

OUTREACH EVENTS

DECEMBER 2016 TO DECEMBER 2023

DATE	COMMUNITY GROUP OR EVENT	ORGANIZATION OR GROUP TYPE
12/15/2016 - 2/9/2017	Environmental Justice Interviews	Environmental Justice
1/5/2017	Identity Clark County Business Leaders Summit Presentation	Business Association
1/18/2017	Lloyd EcoDistrict Briefing	Sustainability Organization
2/28/2017	Portland Planning and Sustainability Committee Workshop	City Committee
3/7/2017	Regional Transportation Council (RTC) Board Briefing	Transportation Committee
3/9/2017	City of Portland Directors Briefing	City of Portland
5/3/2017	Portland Streetcar Board Briefing	City Committee
9/7/2017	Go Lloyd Briefing	Transportation Management Associations
9/12/2017	Project Open House #1	General Public
9/26/2017	Community Liaisons Meeting #1	Project Community Liaisons Group
9/28/2017	Neighborhood and Community Forum	General Public
10/7/2017	Community Walk and Bike Ride	General Public
11/2/2017	Lloyd District Community Association Committee Briefing	Business Association
11/27/2017	Boise Neighborhood Association Land Use and Transportation Committee Briefing	Neighborhood Association
12/7/2017	Briefing with Pastor Hennessee of Vancouver Avenue First Baptist Church	Environmental Justice
12/11/2017	Albina Vision Trust Briefing	Environmental Justice
12/11/2017	Portland Public Schools Staff Meeting – Site Visit	Environmental Justice
12/12/2017	Portland Business Alliance Land Use and Transportation Committee Briefing	Business Association
12/13/2017	Portland Public School Staff Meeting	Portland Public School District
1/3/2018	The Street Trust Staff Briefing	Active Transportation Organization

DATE	COMMUNITY GROUP OR EVENT	ORGANIZATION OR GROUP TYPE
3/1/2018	Portland Public Schools Staff Briefing	School District
3/7/2018	Community Liaisons Meeting #2	Project Community Liaisons Group
3/14/2018	Albina Vision Trust Staff and Organizers Briefing	Environmental Justice
3/19/2018	Design Week Portland Presentation	Design Community
3/20/2018	Local Church Pastors Breakfast	Environmental Justice
3/21/2018	Central Eastside Industrial Council	Business Association
4/9/2018	Eliot Neighborhood Association Briefing	Neighborhood Association
4/12/2018	Irvington Neighborhood Association Committee Briefing	Neighborhood Association
4/17/2018	Urban Design Panel Presentation: American Institute of Architects (AIA), American Planning Association (APA), American Society of Landscape Architects (ASLA)	Design Community
4/19/2018	Williams Vancouver Business Association Briefing	Business Association
4/25/2018	Bike Farm Staff Meeting	Local Bike Community
4/25/2018	ODOT Traffic Engineering Forum	State Transportation Agency
5/21/2018	Community Liaisons Meeting #3	Project Community Liaisons Group
6/6/2018	What's Happening in Our Streets? Black Community Outreach Event	Environmental Justice
6/14/2018	Juneteenth – Event Tabling	N/NE Community
6/24/2018	Good in the Hood - Tabling	N/NE Community
6/26/2018	Bike Farm Community Presentation	Local Bike Community
June/July 2018	Business Canvassing	Local Businesses
7/17/2018	Portland Pedestrian Advisory Committee Briefing	City Committee
7/19/2018	Metro Joint Policy Advisory Committee on Transportation Briefing	Regional Agency
7/22/2018	Sunday Parkways – Event Tabling	General Public
8/31/2018	Metro Planning Leadership Meeting	Regional Agency
10/1/2018	Soul District Business Association Briefing	Business Association
10/23/2018	Portland Public Schools Planning Staff Briefing	School District
10/26/2018	DBE Outreach Industry Forum #1 (Design Phase)	DBE Firms
11/13/2018	Portland Bike Advisory Committee Presentation	City Committee

DATE	COMMUNITY GROUP OR EVENT	ORGANIZATION OR GROUP TYPE
11/27/2018	Community Liaisons Meeting #4	Project Community Liaisons Group
12/3/2018	ODOT Region 1 ACT	State Transportation Agency
12/6/2018	Go Lloyd Briefing	Transportation Management Associations
12/6/2018	National Association of Minority Contractors	Environmental Justice
12/14/2018	Industry Forum and Certification Workshop	DBE Firms
1/30/2019	Portland Trailblazers Tabling	General Public
2/5/2019	Metro Council Work Session	Regional Agency
2/15/2019 - 4/1/2019	Online Open House	General Public
2/19/2019	Portland Pedestrian Advisory Committee	City Committee
2/21/2019	Metro Joint Policy Advisory Committee	Regional Agency
2/22/2019	American Council of Engineering Companies Partnering Conference	Professional Organization
2/25/2019	ODOT Region 1 ACT	State Transportation Agency
2/25/2019	Portland Public Schools Staff Meeting – EA Briefing	General Public
2/25/2019	Boise Neighborhood Association	Neighborhood Association
3/7/2019	Portland Design Commission	City Committee
3/7/2019	Project Open House	General Public
3/11/2019	Portland Historic Landmarks	City Committee
3/11/2019	N/NE Pastors Breakfast	Environmental Justice
3/11/2019	Eliot Neighborhood Association	Neighborhood Association
3/12/2019	Project Public Hearing	General Public
3/14/2019	Portland Streetcar Board and CAC	Transportation Agency
3/14/2019	Irvington Neighborhood Association	Neighborhood Association
3/14/2019	Madrona Studios	Housing
3/18/2019	Green Dreams: Portland Parks Foundation Panel with Albina Vision & WSDOT	Planning and Design Community
3/19/2019	Portland Public School Board	General Public

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3/21/2019	Go Lloyd Open House - Tabling	Transportation Management Associations
3/26/2019	Portland Planning and Sustainability Commission	City Committee
4/9/2019	Meet the Primes Networking Event	DBE Firms
6/5/2019	Society of American Military Engineers (SAME) Meet the Primes/Meet the Chiefs	Design Community
6/15/2019	Juneteenth Celebration - Tabling	N/NE Community
6/22/2019	Good in the Hood Multicultural Festival - Tabling	N/NE Community
7/22/2019	Industry Forum	DBE Firms
8/10/2019	Alberta Street Fair - Tabling	N/NE Community
8/25/2019	Green Loop Sunday Parkways - Tabling	N/NE Community
9/22/2019	NE Sunday Parkways - Tabling	N/NE Community
10/8/2019 – 10/9/2019	African American Discussion Groups	African American Community
12/17/2019	Oregon Transportation Commission – Project Overview	Oregon Transportation Commission
1/23/2020	Oregon Transportation Commission – Cost to Complete Report	Oregon Transportation Commission
2/3/2020	ODOT Region 1 ACT	State Transportation Agency
2/7/2020	Latino Built Briefing	Contractors' Association
2/10/2020	Professional Business Development Group (PBDG) Briefing	Contractors' Association
2/14/2020	National Association of Minority Contractors (NAMC) Briefing	Contractors' Association
2/18/2020	Native American Youth and Family Center (NAYA) Briefing	Community Organization
2/27/2020	Native American Discussion Group	Native American community
7/8/2020	Meet the Proposers Meeting	CM/GC Proposers
10/8/2020	Disability Rights Oregon Briefing	Community Organization
10/29/20	Racial and Ethnic Approaches to Community Health (REACH) Briefing	Community Organization
11/4/2020	El Programa Hispano Católico Briefing	Community Organization
11/5/2020	SE Uplift Briefing	Community Organization

DATE	COMMUNITY GROUP OR EVENT	ORGANIZATION OR GROUP TYPE
9/1/2021	Sabin Neighborhood Association Briefing	Community Organization
11/17/2021	Ruby Bridges Walk to School Day with KairosPDX in partnership with The Street Trust	General Public
12/13/2021	Boise Neighborhood Association Briefing	Community Organization
12/15/2021	Central Eastside Industrial Council and Lloyd Community Association Briefing	Business Associations
1/10/2022	Washington County Chamber of Commerce Briefing	Business Association
2/17/2022	East Portland Rotary Club Briefing	Community Organization
2/27/2022	“Thurgood” Talk Back at Portland Playhouse	Theater Talk Back (facilitated community discussion)
3/9/2022	Westside Economic Alliance Transportation Committee Briefing	Business Association
4/14/2022	Irvington Community Association Briefing	Neighborhood Association
4/20/2022	East Portland Chamber of Commerce Briefing	Business Association
4/27/2022	Oregon Trucking Associations Monthly Board Meeting	Business Association
4/28/2022	Portland Business Alliance Transportation Committee, Land Use and Housing Committee, and Central City Standing Committee Briefing	Business Association
5/5/2022	Beaverton Area Chamber of Commerce Briefing	Business Association
5/14/2022	Youth Design Symposium	General Public
6/1/2022	Society of American Military Engineers (SAME)	Community Organization
6/7/2022	Overlook Neighborhood Association Briefing	Neighborhood Association
6/14/2022	Columbia River Economic Development Council (CREDC) Briefing	Business Association
6/15/2022	Breakthrough Breakfast – Business Diversity Institute’s (BDI) monthly training breakfast for small businesses	Business Association
6/18/2022	Juneteenth Portland	General Public
6/24/2022-26/2022	Good in the Hood	General Public
8/5/2022	Vanport Jazz Festival	General Public
8/13/2022	Homowo Festival	General Public
8/20/2022	Community Pulse Series #1 – How to Secure the Bag in the Construction Industry	General Public
9/3/2022	Word is Bond Presents: In My Shoes Community 5K Walk	General Public

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9/8/2022	Go Lloyd Board of Directors Briefing	Community Organization
9/10/2022	Youth Organized and United to Help YOUTH – Peace and Unity Fest	General Public
9/14/2022-11/16/2022	Community Action Session (CAS) School Program with Kairos (10-week program)	Educational Group
9/17/2022	Division Transit Project opening day celebration	General Public
9/17/2022-9/18/2022	MLK Dream Run	General Public
9/26/2022	LatinoBuilt Briefing	Community Organization
9/28/2022	Kenton Farmers Market	General Public
10/2/2022	King Farmers Market	General Public
10/6/2022	Tigard Rotary Club Briefing	Community Organization
10/7/2022	Latino Youth Leadership Conference	Community Organization
10/15/2022	Community Pulse Series #3	General Public
10/20/2022	Rotary Club of West Columbia Gorge Briefing	Community Organization
11/2/2022	Black Beat Podcast	Podcast Recording
11/8/2022	Portland Bicycle Advisory Committee	City Group
11/14/2022	Ruby Bridges Walk to School Day	General Public
11/15/2022	Portland Pedestrian Advisory Committee	City Group
11/21/2022	SE Uplift Neighborhood Coalition’s Land Use & Transportation Committee Briefing	Community Organization
12/1/2022	Portland Freight Committee	City Group
12/12/2022	Portland Historic Landmarks Commission	Community Group
12/15/2022	Portland Design Commission	City Group
1/04/2023	National Association of Minority Contractors (JV)	Community Group
1/16/2023	MLK Skanner Foundation Breakfast	Community Event
1/18/2023	Professional Business Development Group (JV)	Community Group
2/2/2023	Portland Design Commission	City Group
2/3/2023	AGC ODOT Joint Annual Meeting (JV)	Industry Event
2/5-6/2023	Junction Avenue Event	Community Event
2/8/2023	Noise Review Board	City Group
2/22/2023	NW Youth Career Expo	Community Event
2/28/2023	Oregon Engineering Week	Community Event
4/19/2023-6/14/2023	Community Action Session (CAS) School Program with Kairos (10-week program) (JV)	Educational Group
5/8/2023	Brown Hope Power Hour Briefing	Community Group

DATE	COMMUNITY GROUP OR EVENT	ORGANIZATION OR GROUP TYPE
5/9/2023	Youth Career Fair with partners PCC, City of Portland, TriMet, and others	Community Event
6/3/2023	“Who I am Celebrating Me” (rescheduled due to weather)	Community Event
6/3/2023	2nd Annual Community Pulse Series #1 (JV)	Community Event
6/17-6/18/2023	Juneteenth Oregon	Community Event
6/24-6/25/2023	Good in the Hood	Community Event
7/13/2023	Earn & Learn (JV)	Community Event
7/22/2023	2nd Annual Community Pulse Series #2 (JV)	Community Event
8/12/2023	2nd Annual Community Pulse Series #3 (JV)	Community Event
8/12/2023	SEI Homecoming	Community Event
8/14/2023- 8/15/2023	ITE Annual Meeting (conference)	Industry Event
	Fall of 2023 *See note below.	
9/16-9/17/2023	MLK Dream Run	Community Event
10/10/2023	Go Lloyd’s Mobility Committee	Community Group
11/7/2023	Trades Day (JV)	Community Event

* As of fall 2023, the I-5 Rose Quarter Improvement Project team adjusted to the funding and schedule changes from the [Urban Mobility Strategy Finance Plan](#) and is focusing its current engagement efforts, primarily community engagement, on working with the [Historic Albina Advisory Board](#) (HAAB) and project partners. The HAAB meets regularly, ensuring Portland’s Black community continues to inform design decisions and the project stays true to its [community-centered values](#). Engagement with the HAAB and Black community has fostered trust while building on the community’s vision for Albina. Broader community engagement is expected to resume once additional funding is secured.