

## RESOLUTION NO. 1904

### A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH ODOT AND THE PORT OF PORTLAND FOR THE I-84 RIGHT TURN LANE AT 257<sup>TH</sup> PROJECT

#### THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:


1. The 2005 update to the City's Transportation System Plan included a project to add a right turn lane to I-84's southern Frontage Road at 257<sup>th</sup> Avenue to help alleviate congestion.
2. The City's 2006 and 2007 Capital Improvement Plans included the turn lane project at an estimated cost of \$255,000, with the City paying one-third of the costs (\$85,000) from the Street Improvement Fund (system development charges).
3. The estimated cost of the project has increased to approximately \$1,000,000. However, the Port of Portland has agreed to use its Federal appropriation earmark of \$1,000,000 to fund most of the project, with ODOT and the City each contributing \$85,000 as originally intended.
4. The attached Memorandum of Understanding, when approved by all parties, will allow project planning to begin.

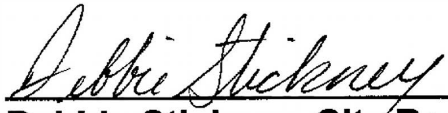
#### NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

Section 1. That the Memorandum of Understanding with the Port of Portland and ODOT for the I-84 Right Turn Lane at 257<sup>th</sup> project, substantially as shown in Attachment 1, is approved, and the Mayor is authorized to sign it.

Section 2. This resolution is effective immediate upon adoption.

**YEAS: 7**  
**NAYS: 0**  
**ABSTAINED: 0**

  
Paul A. Thalhofer, Mayor  
October 11, 2007  
Date

---

**Debbie Stickney, City Recorder**

**Adopted: October 9, 2007**

September 24, 2007 – Contracts and Agreements Unit

**Memorandum of Understanding  
I-84: Right Turn Lane @ 257th (Troutdale)**

This Memorandum of Understanding (MOU) is made and entered into by and between the State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as "ODOT", and the City of Troutdale, acting by and through its elected officials, hereinafter referred to as "City" and the Port of Portland, acting by and through its Executive Director, hereinafter referred to as "Port"; collectively referred to as "Parties".

**Purpose**

The City, Port and ODOT intend to participate jointly in a construction project at the Interstate 84 Troutdale interchange (Exit 17) to add a right-turn lane from eastbound Frontage Road to southbound 257<sup>th</sup> Avenue. The purpose of this Memorandum of Understanding (MOU) is to memorialize the negotiated intentions for project activities on the aforementioned project.

**Background and Intentions**

The said right-turn-lane construction project is part of a package of short-term and long-term improvements to the Troutdale interchange that were developed in the I-84/Troutdale Frontage Road System Refinement Study, undertaken jointly by the City and ODOT. These improvements are identified in the Troutdale Transportation System Plan (TSP), and the Regional Transportation Plan (RTP).

The Parties intend that construction of the right-turn lane be funded through a federal appropriation earmark of \$1,000,000 designated for improvements to the Troutdale interchange, as requested by the Port. The City and ODOT each intend to contribute \$85,000 toward Troutdale interchange improvements. From their \$85,000 contributions, the City and ODOT intend to pay an equal share of the total required federal match.

If the cost of the right-turn-lane construction project exceeds the amount of the available federal earmark plus the required federal match, the City and ODOT intend to contribute equally to the cost from their \$85,000 contributions. If the federal earmark and City and ODOT contributions are insufficient to fund the project, the Parties intend to work cooperatively to determine whether the project should proceed, and if so, what will be the source of additional funding.

The Parties intend to participate jointly in planning refinement and an environmental permitting process for long-term improvements identified in the I-84/Troutdale Frontage Road System Refinement Study to address long-term needs at the Troutdale interchange, including development of an Interchange Area Management Plan. ODOT would facilitate project development on the interchange by establishing a technical team comprised of

MOU R1-00666  
City of Troutdale  
Port of Portland

ODOT, the City of Troutdale and the Port of Portland, to manage consultant work and inform project decisions. Any funds remaining after completion of the right-turn lane project would be used to fund the planning and environmental work described above.

It is recognized by all Parties that the obligations described in this MOU are an expression of intent only and the MOU is non-binding. Therefore, by signing this MOU, the Parties acknowledge to the others that they are expressing their mutual intent to work together in the manner described. Prior to award of a contract, the undersigned agree to finalize and present to the Oregon Department of Transportation Deputy Director, the City of Troutdale City Council and the Port of Portland Executive Director, for their consideration and approval, a "Cooperative Improvement Agreement" for the intended project responsibilities and obligations.

This MOU may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one document on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this MOU so executed shall constitute an original.

**CITY OF TROUTDALE**

By:  By:  
Paul Thaler  
Mayor

Date: October 11, 2007

**OREGON DEPARTMENT OF  
TRANSPORTATION**

By: \_\_\_\_\_  
Jason Tell  
Region 1 Manager

Date: \_\_\_\_\_

**PORT OF PORTLAND**

By \_\_\_\_\_  
Bill Wyatt  
Executive Director

Date: \_\_\_\_\_

MOU RI-00666  
City of Troutdale  
Port of Portland

ODOT, the City of Troutdale and the Port of Portland, to manage consultant work and inform project decisions. Any funds remaining after completion of the right-turn lane project would be used to fund the planning and environmental work described above.

It is recognized by all Parties that the obligations described in this MOU are an expression of intent only and the MOU is non-binding. Therefore, by signing this MOU, the Parties acknowledge to the others that they are expressing their mutual intent to work together in the manner described. Prior to award of a contract, the undersigned agree to finalize and present to the Oregon Department of Transportation Deputy Director, the City of Troutdale City Council and the Port of Portland Executive Director, for their consideration and approval, a "Cooperative Improvement Agreement" for the intended project responsibilities and obligations.

This MOU may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one document on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this MOU so executed shall constitute an original.

**CITY OF TROUTDALE**

By: \_\_\_\_\_  
Paul Thalhofer  
Mayor

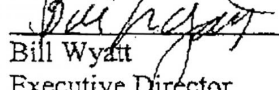
Date: \_\_\_\_\_

**OREGON DEPARTMENT OF  
TRANSPORTATION**

By: \_\_\_\_\_  
Jason Tell  
Region 1 Manager

Date: \_\_\_\_\_

**PORT OF PORTLAND**

By:  \_\_\_\_\_  
Bill Wyatt  
Executive Director

Date: 10/12/07

MOU R1-00666  
City of Troutdale  
Port of Portland

ODOT, the City of Troutdale and the Port of Portland, to manage consultant work and inform project decisions. Any funds remaining after completion of the right-turn lane project would be used to fund the planning and environmental work described above.

It is recognized by all Parties that the obligations described in this MOU are an expression of intent only and the MOU is non-binding. Therefore, by signing this MOU, the Parties acknowledge to the others that they are expressing their mutual intent to work together in the manner described. Prior to award of a contract, the undersigned agree to finalize and present to the Oregon Department of Transportation Deputy Director, the City of Troutdale City Council and the Port of Portland Executive Director, for their consideration and approval, a "Cooperative Improvement Agreement" for the intended project responsibilities and obligations.

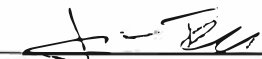
This MOU may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one document on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this MOU so executed shall constitute an original.

**CITY OF TROUTDALE**

By: \_\_\_\_\_  
Paul Thalhofer  
Mayor

Date: \_\_\_\_\_

**OREGON DEPARTMENT OF  
TRANSPORTATION**

By:  \_\_\_\_\_  
Jason Teff  
Region 1 Manager

Date: 10/18/07

**PORT OF PORTLAND**

By \_\_\_\_\_  
Bill Wyatt  
Executive Director

Date: \_\_\_\_\_