City Council Workshop Agenda
Monday, August 17, 2020, 4:30 PM
REMOTE MEETING PARTICIPATION

NOTE: The City welcomes public meeting citizen participation. TTY Relay Service: 711. In compliance with the ADA, if you need special assistance to participate in a meeting, contact the City Clerk's office at (360) 834-6864, 72 hours prior to the meeting so reasonable accommodations can be made (28 CFR 35.102-35.104 ADA Title 1.)

Participate in this virtual meeting with the online ZOOM application and/or by phone.

OPTION 1 -- Join the virtual meeting from any device:

1. First-time ZOOM users, go to www.zoom.us
   - To download the free ZOOM Cloud Meetings app for your device
   - Or, click the Join Meeting link in the top right corner and paste - 92740970806
2. From any device click the meeting link - https://zoom.us/j/92740970806
3. Enter your email and name, and then join webinar
4. Wait for host to start the meeting

OPTION 2 -- Join the virtual meeting from your phone (audio only):

1. Dial 877-853-5257
2. When prompted, enter meeting ID 927 4097 0806 #, and then ##

During Public Comment periods:

1. Click the ***raise hand icon*** in the app to be called upon for up to a 3-minute comment
   - If attending by phone, hit *9 to "raise your hand"
2. Residents can send public comments to publiccomments@cityofcamas.us (limit to 400 words).

Emails are entered into the meeting record and if received by one hour before the meeting begins, emailed to Council. In the meeting, the clerk will read the submitter's name, subject, and date/time it was received. Emails are accepted until 1 hour after the meeting and emailed to Council the next business day.

SPECIAL MEETING

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

WORKSHOP TOPICS

1. City of Camas 2021-2022 Budget Strategy Guidance Presentation
   Presenter: Cathy Huber Nickerson, Finance Director

2. Downtown Infrastructure Analysis Summary
   Presenter: Steve Wall, Public Works Director

3. I-205 Toll Project Participation
   Presenter: Steve Wall, Public Works Director

4. Verizon Wireless Small Cell Franchise and Lease Agreements
   Presenter: Steve Wall, Public Works Director

5. Public Works Miscellaneous and Updates
   This is a placeholder for miscellaneous or emergent items.
   Presenter: Steve Wall, Public Works Director

6. Community Development Miscellaneous and Updates
   This is a placeholder for miscellaneous or emergent items.
   Presenter: Phil Bourquin, Community Development Director

7. City Administrator Miscellaneous and Updates
   This is a placeholder for miscellaneous or emergent items.
   Presenter: Jennifer Gorsuch, Administrative Services Director

COUNCIL COMMENTS AND REPORTS

PUBLIC COMMENTS

ADJOURNMENT

Staff Report – Meeting Item

City of Camas 2021-2022 Budget Strategy Guidance Presentation
Presenter: Cathy Huber Nickerson, Finance Director

Phone	Email
360.817.1537	chuber@cityofcamas.us

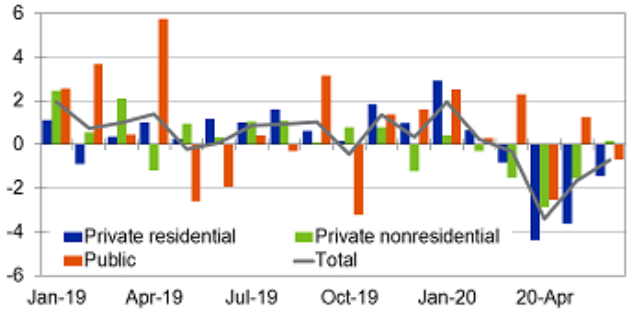
INTRODUCTION/PURPOSE/SUMMARY: This presentation is to review a proposed strategy to develop and adopt a 2021-2022 biennial budget in these uncertain economic times during the COVID-19 pandemic. The presentation will provide a framework to develop a dynamic budget which can be adapted to tie to Washington State's Phased Approach for Safe Start.

2021-2022 Budget Strategy

City of Camas

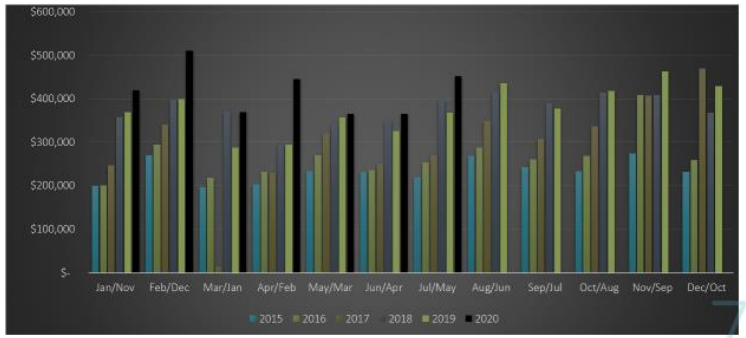
Construction Spending Disappoints

Construction spending, % change



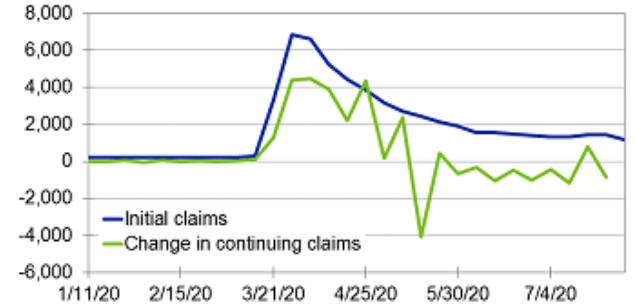
Sources: Census Bureau, Moody's Analytics

Sales and Use Tax



Initial Claims Finally Easing?

Unemployment insurance, ths

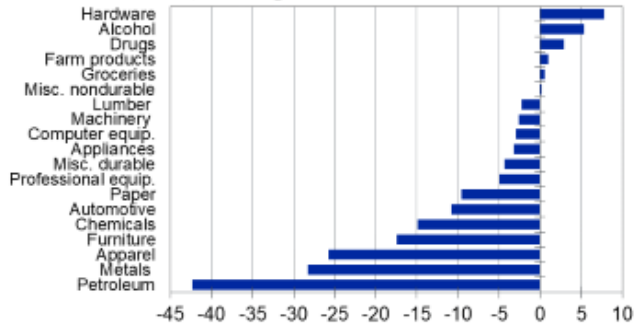


Sources: Employment & Training Administration, Moody's Analytics

Conflicting Economic Signals

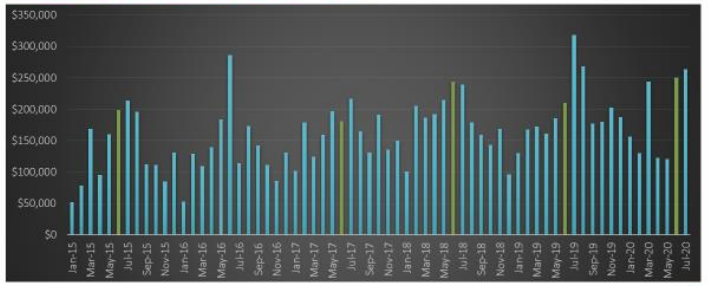
Wholesale Sales Rebounding

Volume in Jun 2020, % change from Jun 2019

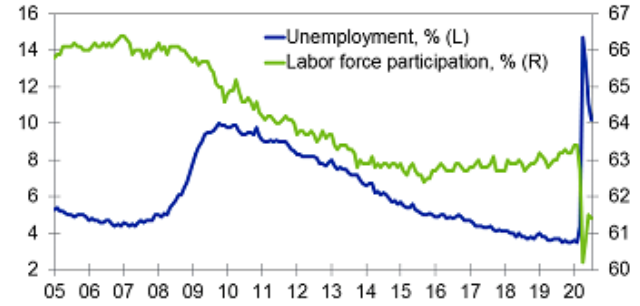


Sources: Census Bureau, Moody's Analytics

Real Estate Excise Tax



Jobless Rate Improving, Still Elevated



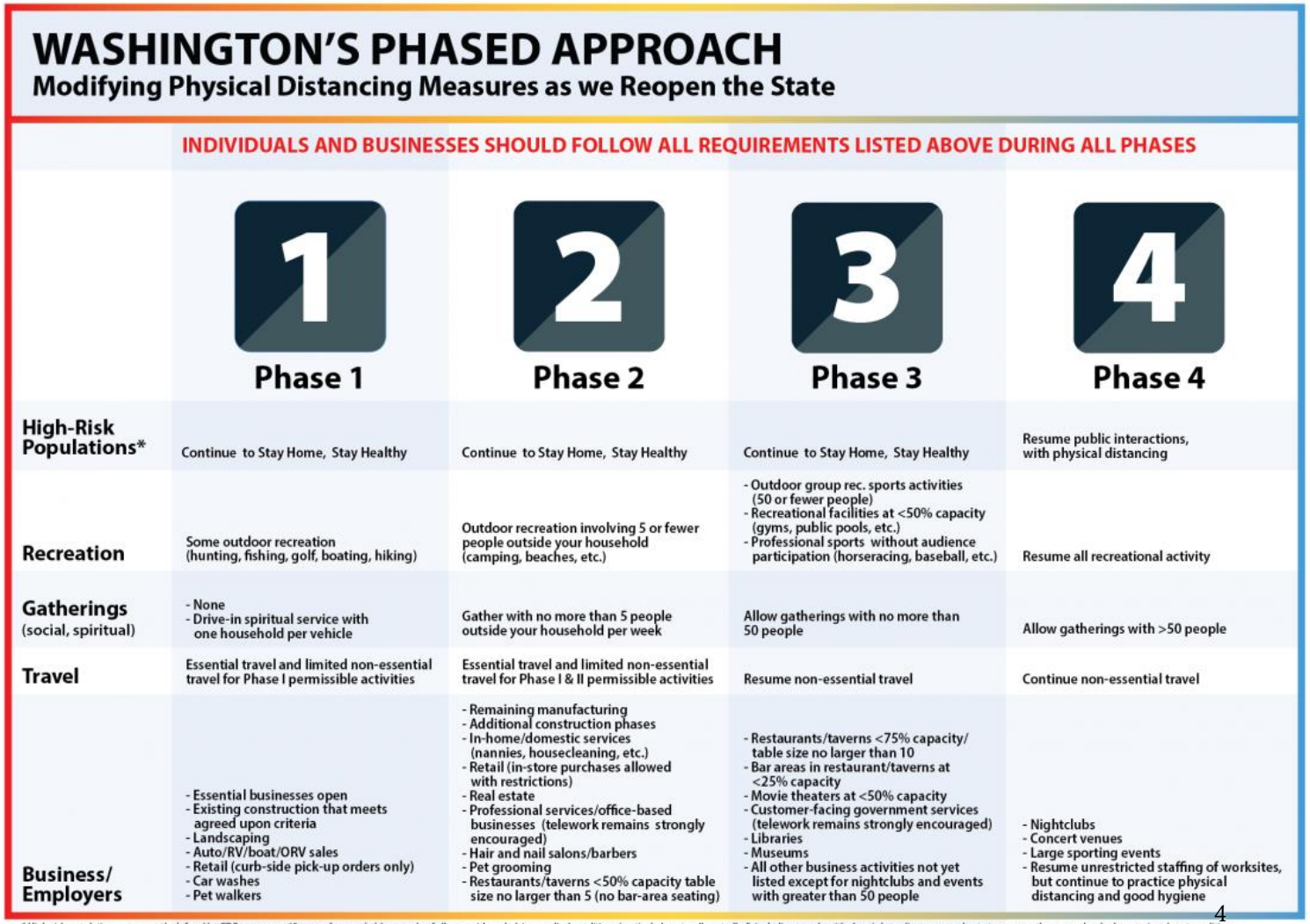
Sources: BLS, Moody's Analytics

How to adopt a budget in a time of uncertainty?

Perhaps look to a guidepost we all rely on locally…

Governor Inslee's Phased Approach

- Following Safe Start Washington's Phased Approach provides a clear path forward



WASHINGTON'S PHASED APPROACH

Modifying Physical Distancing Measures as we Reopen the State

INDIVIDUALS AND BUSINESSES SHOULD FOLLOW ALL REQUIREMENTS LISTED ABOVE DURING ALL PHASES

	1 Phase 1	2 Phase 2	3 Phase 3	4 Phase 4
High-Risk Populations*	Continue to Stay Home, Stay Healthy	Continue to Stay Home, Stay Healthy	Continue to Stay Home, Stay Healthy	Resume public interactions, with physical distancing
Recreation	Some outdoor recreation (hunting, fishing, golf, boating, hiking)	Outdoor recreation involving 5 or fewer people outside your household (camping, beaches, etc.)	- Outdoor group rec. sports activities (50 or fewer people) - Recreational facilities at <50% capacity (gyms, public pools, etc.) - Professional sports without audience participation (horseracing, baseball, etc.)	Resume all recreational activity
Gatherings (social, spiritual)	- None - Drive-in spiritual service with one household per vehicle	Gather with no more than 5 people outside your household per week	Allow gatherings with no more than 50 people	Allow gatherings with >50 people
Travel	Essential travel and limited non-essential travel for Phase I permissible activities	Essential travel and limited non-essential travel for Phase I & II permissible activities	Resume non-essential travel	Continue non-essential travel
Business/ Employers	- Essential businesses open - Existing construction that meets agreed upon criteria - Landscaping - Auto/RV/boat/ORV sales - Retail (curb-side pick-up orders only) - Car washes - Pet walkers	- Remaining manufacturing - Additional construction phases - In-home/domestic services (nannies, housecleaning, etc.) - Retail (in-store purchases allowed with restrictions) - Real estate - Professional services/office-based businesses (telework remains strongly encouraged) - Hair and nail salons/barbers - Pet grooming - Restaurants/taverns <50% capacity table size no larger than 5 (no bar-area seating)	- Restaurants/taverns <75% capacity/ table size no larger than 10 - Bar areas in restaurant/taverns at <25% capacity - Movie theaters at <50% capacity - Customer-facing government services (telework remains strongly encouraged) - Libraries - Museums - All other business activities not yet listed except for nightclubs and events with greater than 50 people	- Nightclubs - Concert venues - Large sporting events - Resume unrestricted staffing of worksites, but continue to practice physical distancing and good hygiene

* High-risk populations are currently defined by CDC as: persons 65 years of age and older; people of all ages with underlying medical conditions (particularly not well controlled), including people with chronic lung disease or moderate to severe asthma, people who have serious heart conditions, people who are immunocompromised, people with severe obesity, people with diabetes, people with chronic kidney disease undergoing dialysis, and people with liver disease; people who live in a nursing home or long-term care facility.

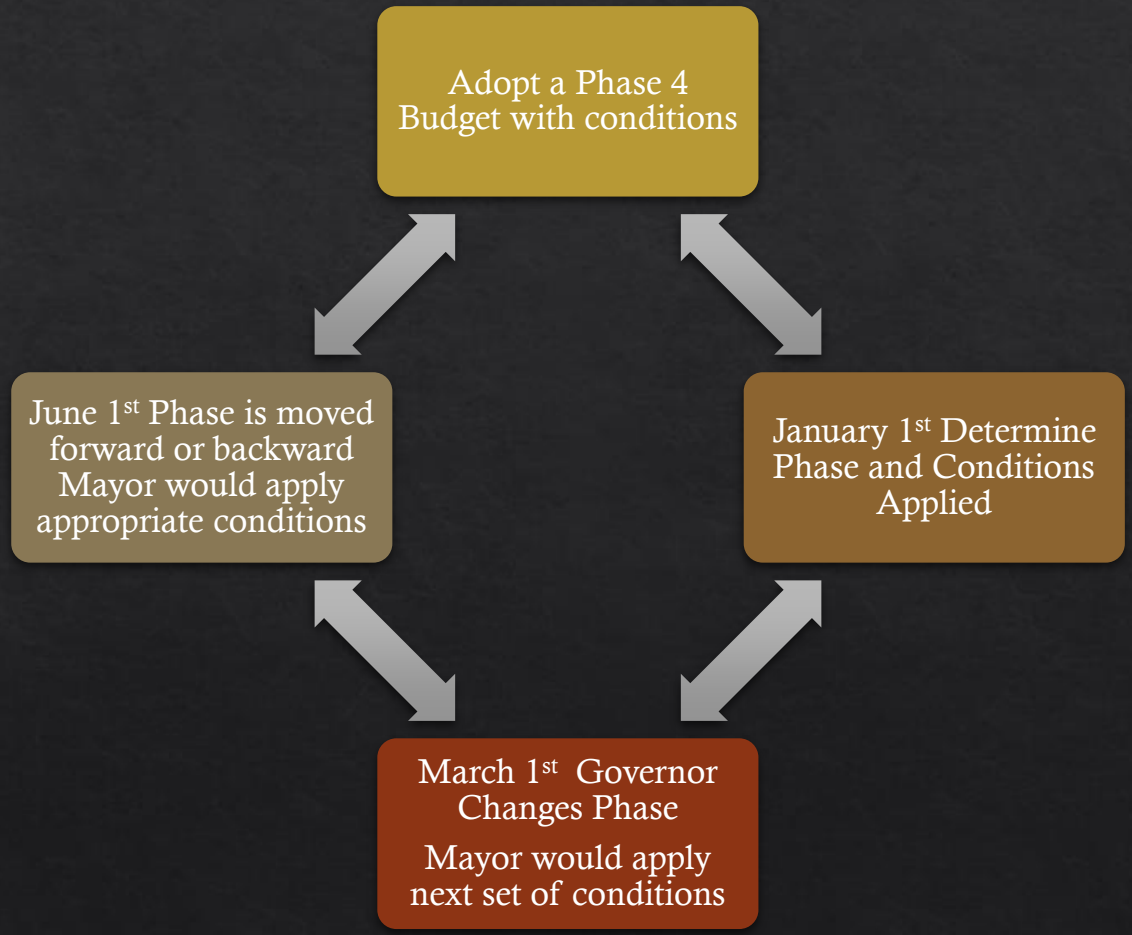
Phase 1	Phase 2	Phase 3	Phase 4
Phase 1 • Lower Revenues • Essential Services	Phase 2 • Moderate Revenue Reduction • Expenditure Reductions	Phase 3 • Revenue Improvements • Status Quo Budget from 2020	Phase 4 • Revenue in line with Forecast Projections • 2021 Proposed Decision Packages

Link the 2021-2022 Budget to a Phased Approach

BUDGET GUIDANCE

Governor's Phase	Budget Phase	2020 Service Delivery	2020 Staffing Level	2021 Budget Plan Revenue	2021 Budget Plan Operating	2021 Budget Plan Capital	2022 Budget Plan Revenue	2022 Budget Plan Operating	2022 Budget Plan Capital
PHASE 1									
Stay Home, Stay Safe No Gatherings Only Essential Travel Essential Businesses Some outdoor recreation	Essential	No travel Essential capital	No hirings No seasonals No OT Work at Home	Property Tax Status Quo 2020 Fee Schedule No late fees or penalties Limited Com Dev Fees No Recreation Fees/Rentals	No hirings No seasonals No OT Work at Home Furlough employees No travel Essential expenses	2020 Essential Capital	Property Tax Status Quo 2020 Fee Schedule No late fees or penalties Limited Com Dev Fees No Recreation Fees/Rentals	No hirings No seasonals No OT Work at Home Furlough employees No travel Essential expenses	Essential Capital
If a Rollback			***Furloughs*** ***Leave accruals to be used***						
PHASE 2									
Limited Reopening 5 People Gatherings Limited Travel New Construction Retail limited 50% capacity for restaurants Recreation with fewer than 5	Essential + COVID costs	No travel Essential capital	Hiring exceptions per Mayor No seasonals No OT Work at Home Work onsite permitted	Property Tax 1% 2020 Fee Schedule No late fees or penalties Com Dev Fees resume No Recreation Fees/Rentals	2020 Limited Budget No seasonals Hiring exceptions per Mayor Work at Home Work onsite permitted No travel No OT	2020 Essential Capital	Property Tax 1% 2021 Fee Schedule No late fees or penalties Com Dev Fees resume No Recreation Fees/Rentals	2021 Limited Budget	Essential Capital
PHASE 3									
Moderate Reopening Gatherings (of 10 to possibly 50) Resume Travel Govt, libraries, movie theaters 75% capacity for restaurants Outdoor group activities	Limted Budget	Limited travel Capital Projects Studies	Begin hiring Seasonals Work at Home (compromised) Work onsite Offices open	Property Tax 1% 2021 Fee Schedule Late fees and penalties Com Dev Fees resume Recreation Fees/Rentals	2020 Status Quo Budget	2020 Capital Projects Studies	Property Tax 1% 2022 Fee Schedule Late fees and penalties Com Dev Fees resume Recreation Fees/Rentals	2021 Status Quo Budget	2022 Capital Budget Studies
PHASE 4									
Resume Public Interaction Allow gatherings >50 Continue travel Resume unrestricted worksites	Full Budget	Travel permitted Studies	Work onsite Offices open	Property Tax 1% 2021 Fee Schedule Late fees and penalties Comm Dev Fees Recreation Fees/Rentals	2021 Proposed Decision Packages	2020-2021 Capital Projects Studies	Property Tax 1% 2021 Fee Schedule Late fees and penalties Comm Dev Fees Recreation Fees/Rentals	2022 Proposed Budget Decision Packages	2022 Capital Budget Studies

How this would work



Benefits of "Phased Based Budget"

- Provides certainty to
  - Public on service levels
  - Employees on status and workload
  - Council on budget commitments
- Better links revenue cashflows to expenses both operating and capital
- Enables a timely budget response to the phases in both directions

Questions?

Staff Report – Meeting Item

Downtown Infrastructure Analysis Summary
Presenter: Steve Wall, Public Works Director

Phone	Email
360.817.7899	swall@cityofcamas.us

INTRODUCTION: The City contracted with MacKay Sposito in fall 2019 to complete an "infrastructure analysis" within the area of what's commonly referred to as Downtown Camas. The area analyzed included NE Adams Street to NE Garfield Street, and NE 3rd Avenue to NE 7th Avenue, including both sides of the bordering streets. Topics reviewed in the analysis included the following:

- Street Pavement Condition
- Sidewalk and Curb Ramp ADA Compliance
- Street Tree Replacement
- Pedestrian / Vehicular Conflicts and Connectivity
- Public Utilities (Potable Water, Sanitary Sewer, Storm Sewer)
- Event/Festival Electrical Service

The purpose of the Analysis was to identify and develop a prioritized list of recommended upgrade projects for the study area, supported by project descriptions and rough order of magnitude budget estimates. The information is intended as a high-level planning tool to inform the City's overall Capital Improvement Plan, specifically regarding improvements and revitalization projects in the downtown area. In addition to specific upgrade projects, the City asked the consultant to provide recommendations for additional studies and data collection to supplement the City's existing infrastructure documentation.

As an example of how the Analysis is intended to be used, in the event the City would like to consider reconstructing a block of NE 4th Avenue, the Plan would provide a high-level indication of which infrastructure the City should consider including in the project. Alternatively, the Analysis also identifies a prioritization framework for existing infrastructure to identify which components we may specifically want to target should funding not be available for a full block reconstruction.

The final Downtown Infrastructure Analysis is attached for reference and staff will be available to provide a brief summary and answer questions.

Action Requested: This item is for Council's information only.

Downtown Camas Infrastructure Analysis

May 2020

Prepared for:
City of Camas Public Works Department

Prepared by:
MacKay Sposito

City of Camas
Downtown Infrastructure Analysis
May 2020

1. Overview
   1.1. Background / Purpose

MacKay Sposito was selected by the City of Camas to complete an infrastructure analysis within the boundaries of Historic Downtown Camas. Topics included in this analysis are:

- Street Pavement Condition
- Sidewalk and Curb Ramp ADA Compliance
- Street Tree Replacement
- Pedestrian / Vehicular Conflicts and Connectivity
- Public Utilities (Potable Water, Sanitary Sewer, Storm Sewer)
- Event/Festival Electrical Service

The purpose of the analysis is to identify and develop a prioritized list of recommended upgrade projects for the study area, supported by project descriptions and rough order of magnitude budget estimates. The information is intended as a high-level planning tool to inform the City's overall Capital Improvement Plan. In addition to specific upgrade projects, there are recommendations for additional studies and data collection to supplement the City's existing infrastructure data and documentation.

   1.2. Study Area

For purposes of this study the Historic Downtown Camas area is defined as NE Adams St. to NE Garfield St., and NE 3rd Ave. to NE 7th Avenue, including both sides of the bordering streets. For the prioritization purposes of this study the downtown area has been divided into two regions: 1) areas inside the Core which exhibit higher levels of activity and character representative of the Downtown Design Manual Standards 2) areas outside the Core. For purposes of this study the Downtown Core area is defined as NE 4th Ave. from Adams to Everett, NE 3rd Ave. from Adams to Birch, NE 5th Ave. from Adams to Dallas, and NE Birch, Cedar and Dallas St. from NE 3rd Ave. to NE 5th Ave. See the analysis area map included in Section 3.4 CIP Project Sheets.

2. Inventory / Analysis
   2.1. Introduction

The infrastructure's age, coupled with periodic upgrades and replacements since its original construction, means it is currently made up of a wide variety of material types. This includes a mix of standard and exposed aggregate sidewalks, old brittle steel water mains, and a sanitary sewer system that includes a mix of brick and concrete manholes, clay pipe, and some PVC and CIPP repairs and rehabilitation. Although the City has been diligent in mapping the most recent improvements, there are gaps in information as to the means, methods, location and condition of much of the utility infrastructure. Therefore, the level of inventory and subsequent analysis and recommendations provided in this study are presented for high-level planning purposes. The process for the inventory and analysis for this study consists of the following basic steps: Inventory

- Collect and review existing as-builts and other documentation (provided by City);
- Conduct interviews with City engineering and operations and maintenance staff;

- Conduct site reconnaissance to supplement and update existing data provided and assess visible infrastructure such as pavement condition and ADA compliance.

Analysis

- Establish prioritization and assessment criteria;
- Evaluate inventory data against the assessment criteria;
- Identifying and prioritizing projects;
- Review findings, finalize prioritization criteria, and develop a project list with City staff prior to proceeding with the Capital Improvement Plan.

2.2. Inventory

2.2.1. Existing Document Review

The following documents were reviewed:

- Water System Plan Update (2019)
- ADA Transition Plan for the Public Right of Way (2015)
- Pavement Management Program Budget Options Report (2016)
- Six Year Street Priorities 2016-2021 (2015)
- Tree Inventory – Downtown Camas (2017)
- Downtown Stormwater Maps and As-builts (varied dates)
- General Sewer Plan (2007, Amended 2010)
- Downtown Design Manual (2008)
- City Engineering Standards

2.2.2. Staff Interviews

MacKay Sposito conducted two back-to-back interviews with City Staff on October 25th, 2019 to gather relevant information regarding current downtown challenges, concerns and priorities. The first interview was with staff responsible for streets and stormwater systems. The second was with sanitary sewer and water supply systems staff.

2.2.3. Site Reconnaissance

MacKay Sposito staff conducted a site reconnaissance visit in early December 2019 to assess sidewalk paving, potential pedestrian/vehicular conflicts, connectivity, curb ramps, and street trees. With regard to ADA accessibility, we did not conduct a detailed assessment of each curb ramp as they have already been addressed in the ADA Transition Plan for the Public Right of Way, completed by the City in 2015. However, we did complete a general assessment as to whether ramps needed repair or replacement. A number of ramps have been replaced in recent years and based on site observations, were considered generally compliant.

Primary attributes inventoried during the visit were:

- Surface Quality and Types
  - Excessive or severe cracking and/or spalling
  - Exposed Aggregate Paving
- Public Risk

    - Tripping and Slipping Hazards
    - Pedestrian / Vehicular Conflicts
- Connectivity
    - Architectural Barriers such as planters, furnishings or fenced seating areas that encroach into accessible routes
    - Areas that are missing sidewalks
- ADA Compliance
    - Ramps that are obviously out of compliance and need replacement
    - Sidewalks that have heaved or settled, resulting in abrupt vertical changes greater than ¼"
    - Excessive cross slopes
- Downtown Design Manual Compliance

The findings of the Site Reconnaissance visit consist of field notes with rough quantities, hand marked base maps, and corresponding photos. The data collected serves as the basis for the analysis summary and the CIP projects identified later in this study.

2.3. Analysis Summary

2.3.1. Prioritization Criteria

The information gathered and reviewed during the inventory effort was weighed and analyzed against the following prioritized criteria:

Priority 1: Public Safety
- High pedestrian/vehicular incident locations
- Sidewalk slipping and tripping hazards
- Hazardous trees

Priority 2: Property Damage
- Basement flooding and causes
- Street ponding and causes
- Sewer main/lateral flow restrictions or backups and causes

Priority 3: Downtown Core Improvements
- Aesthetics/accessibility/ADA compliance
- Project phasing and impacts to businesses
- Curb to curb roadway and utility reconstruction

Priority 4: ADA compliance
Priority 5: Pavement preservation
Priority 6: Utilities replacement
Priority 7: Pavement reconstruction

2.3.2. Findings

The following is a general summary of the analysis findings and recommendations.

Priority 1: Public Safety

- Downtown perimeter streets, Adams St., 3rd Ave., and Garfield St., experience higher traffic volumes, which conflict with pedestrian walking access to downtown. The addition of pedestrian crossing safety improvements would improve pedestrian safety and access beyond the current standard crosswalk striping.
- The flashing light at 6th and Dallas has been identified as a safety concern. This intersection is under review by the City and is not included in this analysis.
- The most predominant public safety hazards we observed are tripping and slipping hazards. Tripping hazards consist of sidewalk panels that have either settled and/or heaved, creating abrupt grade differences or severe cracking and spalling, resulting in uneven surfaces. Slipping hazards are attributed mainly to exposed aggregate paving that is slick when wet.
- Hazardous trees are contributing to public safety risk in two ways; first, as a common cause for sidewalk heaving, and second, as a risk for sudden branch drop (particularly along 4th Ave.) that can injure people and property. Hazardous trees inventory and recommendations are further discussed in the 2017 Downtown Tree Inventory.

Priority 2: Property Damage

- Based on information obtained during City staff interviews, there are several basements that periodically flood. One potential flooding cause is cross connections between downspouts and floor drains into sanitary sewer lines. Several unmapped lines were discovered during previous street light construction work. It is recommended that smoke testing and video inspection be completed to verify the specific cause, and measures be taken to connect downspouts to the storm system. Areas identified with flooding basements include:
    - Mill City Brewery
    - Vicinity of Adams and 4th

- Based on interviews with the City staff, several streets were identified as having ponding issues. One cause described was root intrusion into many sanitary sewer lines, especially along 4th Ave. It is recommended that the lines be video inspected to gain a better understanding of repairs needed. The following areas were identified:
    - 6th and Adams ponding – usually due to clogged drains from leaves etc.
    - Dallas from 7th to 6th – bubble up issues
    - 4th and Birch periodic street flooding
    - 5th and Dallas floods frequently
    - Lots of root encroachment into lines, particularly on 4th

- 5th and Cedar bubble-ups
- Everett and 3rd street flooding

- The following information was shared during the City Staff interviews regarding sewer main/lateral flow restrictions or backups:
  - There are many downspouts connected to the sanitary sewer that need to be redirected to the storm sewer;
  - Most of the Sewer is comprised of clay or concrete. Manholes are a mix of brick and concrete.
  - Recurring maintenance is primarily root intrusion, particularly with clay pipes, with the worst conditions on 4th Ave near large street trees.
  - No odor issues have been detected downtown.
  - Estimated that only 50% of existing sanitary sewer laterals have cleanouts. Some are only accessible from basements.

- Basements encroaching into right-of-way
  - It was noted that in some locations, existing basements have been found to encroach into the public right of way. This appears to be most prominent along 4th Avenue in the Downtown Core. Identifying or assessing these locations is not included in this analysis. Further research is recommended prior to proceeding with major sidewalk, roadway or utility reconstruction work that may encounter basement encroachments.

Priority 3: Downtown Core

- Aesthetically, the Downtown Core (see map Section 3.4) best exemplifies the application of the Downtown Design Manual guidelines and standards. The streets have been narrowed to emphasize pedestrian circulation, landscape improvements, and site furnishings and amenities. Storefront parking has been maintained and street trees are present throughout. However, hazardous street trees remain an issue and contribute to degradation of paving and public safety.
- Project phasing and business impact considerations are critical for downtown reconstruction projects. This is particularly true for projects within the Downtown Core which have access challenges and higher density of businesses and uses.

Priority 4: ADA Compliance

- The City of Camas has an ADA Transition Plan in place, which includes Self Evaluations that have been completed throughout the study area. This analysis builds upon that effort, and provides a generalized review of surface and ramp conditions. This includes identifying obstructions and/or damaged sidewalks that disrupt continuous accessible routes. The obstruction and damage reviewed include rough surfaces, lips that exceed ¼", and unimproved ramps that do not meet current ADA standards.

- A key point to consider when planning street upgrades is that The Department of Justice (DOJ) provides precedence with the "Safe Harbor" (§ 35.150(b)(2)(i)) provision, which does not require upgrade of any substandard ramps built before 2012, as long as they meet 1991 standards and are not part of a planned alteration. However, any street pavement restoration project, or other physical alteration after 2012 that affects a pedestrian crossing is required to be upgraded by the US Department of Justice. Therefore, any upgrades resulting from this study will most likely require associated ADA upgrades.
- The following are the prioritized hierarchy of ramp replacement needs based on the City's adopted ADA Transition Plan:
    - High need for replacement consisting of curb ramps that create a barrier to mobility with the following characteristics:
        - Lack of level landing;
        - Obstructions or damaged sidewalks;
        - Steep grade on ramp throat or ramp wings; or
        - 1/2" or more lip at the curb gutter.
    - Medium need for replacement consisting of borderline sidewalk ramps that may be accessibility barriers. In some cases, these may be upgraded with minor improvements, such as a retrofit warning pattern or curb grinding to eliminate an excessive lip. These have the following characteristics:
        - Level landing near ramp;
        - No obstructions or tripping hazards;
        - Less than 1/4" lip at curb gutter;
        - No detectable warning patterns
    - Low need for replacement have the following characteristics:
        - Ramps with detectable warning patterns;
        - Level landing behind ramp;
        - No obstructions such as utility poles or tripping hazards (one half of an inch high uplifted sidewalk panel);
        - Less than 1/4" lip at curb; and
        - The ramp throat is less than three feet wide.

Priority 5: Pavement Preservation

- The 2016 pavement management report classifies pavement conditions ranging from very poor to very good. The vast majority of downtown streets are in good to very good condition and only require periodic pavement preservation maintenance (crack sealing, slurry seal, etc.).

Priority 6: Utilities replacement

- Water
    - Static pressures are high, in the 100-115 psi range
    - Leak testing done several years ago.

  - Most services are galvanized and need replacement
  - There are several old water lines that are out of commission.
  - Water lines are brittle
  - Unmetered services were installed in the past for irrigation and for spigots. City would like these to be metered and have backflow prevention installed.
- Sewer
  - There are many downspouts connected to the sewer that will need to be disconnected. Video inspection and smoke testing may be needed to locate cross connections.
  - Sewer that has been replaced via pipe bursting from Adams to Garfield within the past 20 years.
  - General Sewer plan is in process of update right now.
  - Most of the Sewer is comprised of clay or concrete. Some brick MH's. Some brick cones. Very little PVC.
  - Recurring maintenance is primarily root intrusion, particularly with clay pipes. Worst condition on 4th.
  - Need to TV lines and get a condition assessment.
  - No odor issues downtown.
  - No known corrosion
  - Estimated 50% of existing sewer laterals have cleanouts. Some are only accessible from basements.
- Electrical Outlets and Lighting
  - The downtown area hosts a number of annual events, including the 4th Ave Farmers Market between Franklin and Everett, and Camas Days which covers a wide downtown area.
  - Existing electrical service for street events is insufficient to support current and future needs.
  - Roadway illumination receptacles, designed for holiday lighting, are currently being utilized for high energy items (e.g. cooking appliances), causing frequent breaker tripping.
  - One existing electrical vehicle charging station is located on the west side of Franklin, north of 4th. This station is not operating due to maintenance issues. Additional charging stations may be desired downtown.

Priority 7: Pavement reconstruction

  - Streets classified as poor or very poor generally have severe alligator cracking which indicates base failure and the need for full depth reconstruction. These areas include:
    - Adams - 6th to 7th
    - 7th - Adams to Birch
    - Franklin - 4th to 5th

- Franklin - 6th to 7th
- Birch – 6th to 7th

- 4th from Adams to Everett shows signs of wear and cracking due to age, frequent street sweeping, and significant utility pavement cuts. Surface conditions indicate the subbase and subgrade are likely in fair condition and that a grind and inlay would suffice. That being said, we do not recommend investments to improve pavement condition, other than pavement preservation, without first rehabilitating or replacing underground utilities. Trenching for utility replacements would likely drive the need for full street section reconstruction due to the significant amount of pavement cuts required.

2.3.3. Additional Studies Needed

Additional studies and investigations that are likely need to support infrastructure improvements include:

- Street Tree Replacement Master Plan;
- Sanitary and Storm Smoke Testing/Video Inspection (see project P-6);
- Water System Leak Testing (note: City staff noted previous leak testing was completed but the results/reports were not readily available at the time of this study)
- Traffic Study to warrant signalized crossings or other pedestrian crossing safety upgrades;
- Geotechnical investigations

3. Capital Improvement Plan

3.1. Introduction

Based on inventory and analysis findings, MacKay Sposito has categorized and prioritized recommended projects to be completed in the downtown study area. Each project identified is accompanied by a rough order of magnitude cost estimate, project description, and a map depicting project locations where applicable. This information is intended for use as a planning tool, and is organized to serve as an extension of the overall City of Camas CIP that is specific to upgrades within the downtown area.

3.2. Project Categorization

The recommended projects identified within this study are general in nature. They are designed to represent typical or standard examples of projects and costs that can be applied at multiple locations. For example, Pedestrian Crossing Safety Upgrades may occur in multiple locations within the downtown, but the same project description and cost applies to a single location. The following is a list that makes up the project categorization:

- P-1 Isolated Sidewalk, ADA Ramp, Tripping Hazards Replacement – Downtown Core
- P-2 Isolated Sidewalk, ADA Ramp, Tripping Hazards Replacement – Outside Core

- Full Block Sidewalk and ADA Ramp Replacement - Downtown Core
- Full Block Sidewalk and ADA Ramp Replacement – Outside Core
- Pedestrian Crossing Safety Upgrades
- Smoke Testing/Video Inspection – Sanitary and Storm Sewer Systems
- Downspout Separation
- Event/Festival Electrical Upgrades
- Hazard Tree Removal and Replacement Program
- Curb to Curb Pavement and Utilities Reconstruction – Downtown Core
- Curb to Curb Pavement and Utilities Reconstruction – Outside Core
- Pavement Preservation

3.3. Cost Estimating Assumptions

High-level cost estimates were developed for each project utilizing average unit prices from recent publicly-bid projects, and through discussions with engineers and construction contractors. All costs are in April 2020 dollars and each estimate includes contingency factors, general conditions and overhead, engineering & planning, and City administration. Given the planning-level nature of this analysis, additional, more detailed design and cost estimating will be needed for project implementation.

3.4. CIP Project Sheets (description, map, estimate)

The following project sheets describe each project and provide a rough order of magnitude cost estimate, and map depicting the project locations where applicable.

4. Summary

In summary, the historic downtown Camas area is a vibrant, unique, and valuable community asset. While the downtown has a storied history and bright future, substantial public infrastructure investments are needed to improve safety, avoid future property damage (flooding, danger trees, utility failure), and upgrade existing roads and utilities to maintain access and reliability.

Document References

- Water System Plan Update (2019)
- ADA Transition Plan for the Public Right of Way (2015)
- Pavement Management Program Budget Options Report (2016)
- Six Year Street Priorities 2016-2021 (2015)
- Tree Inventory – Downtown Camas (2017)
- Downtown Stormwater Maps and As-builts (varied dates)
- General Sewer Plan (2007, Amended 2010)
- Downtown Design Manual (2008)

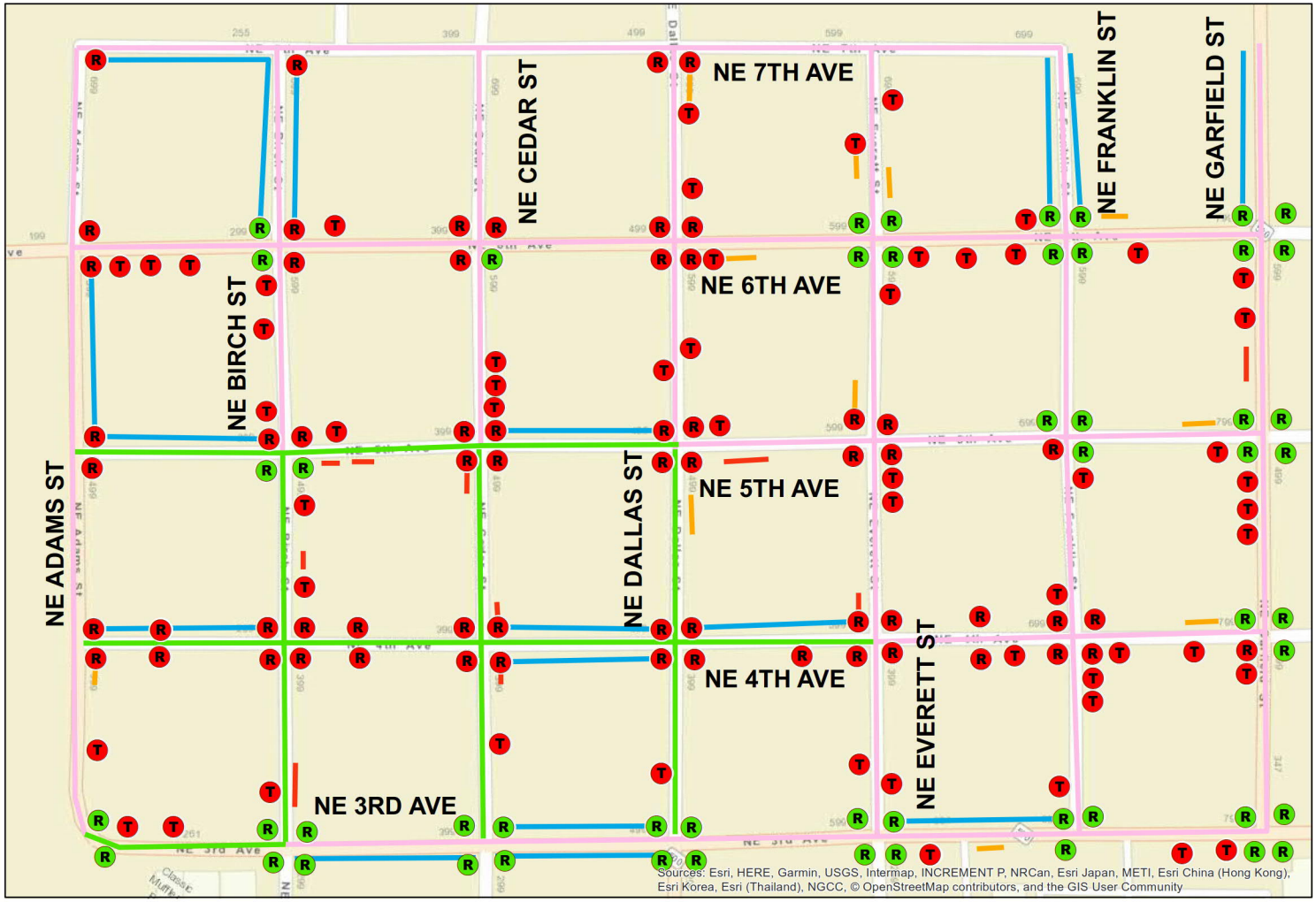
For questions or additional information please contact:

Jason Irving, MacKay Sposito, (360)-334-5118 or jirving@mackaysposito.com.

City of Camas
Downtown Infrastructure Analysis

MacKay Sposito

Analysis Area Map



Existing Legend

- Tripping Hazard - Repair
- Ramp - Repair
- Ramp - General Compliant
- Outside Core
- Downtown Core
- Full Block Sidewalk Replacement
- Severe Cracking
- Exposed Aggregate

City of Camas
Downtown Infrastructure Analysis

Project Identification: P-1
Project Name: Isolated Sidewalk, ADA Ramp, and Tripping Hazards Replacement – Downtown Core

Project Description:
The project includes removing and replacing isolated sections of sidewalk to replace existing exposed aggregate sidewalks and address severe cracking and tripping hazards. The project also includes constructing new ADA compliant curb ramps to address safety concerns and accessibility deficiencies within the Downtown Core. The limits of this work are from the right-of-way or building face to back of existing curb. The project includes addressing all areas in the Downtown Core that do not meet the >25% criteria and assumes the work will be completed in a single project. See project P-2 for similar improvements outside of the Downtown Core. The project assumes that design and construction will meet the City's Downtown Design Manual guidelines. Examples of removal/replacement include:
• Exposed aggregate sidewalks
• Severely cracked or lifted sidewalks, including panels around existing tree wells
• Installing ADA compliant curb ramps where none currently exist
• Replacing existing curb ramps that are out of compliance
Because this project focuses on isolated locations it does not include installation of new electrical. Tree removal and replacement will be required in some locations. Please see below for an estimated quantity and refer to P-9 for tree removal and replacement project.

Project Element	Quantity	Unit	Unit Cost ($/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
Ramp	51	Each	$3,500	$53,550	$44,625	$35,700	$17,850	$330,225
Cement Concrete Removal and Replacement	450	S.Y.	$120	$16,200	$13,500	$10,800	$5,400	$99,900

Total Project Cost	$430,125

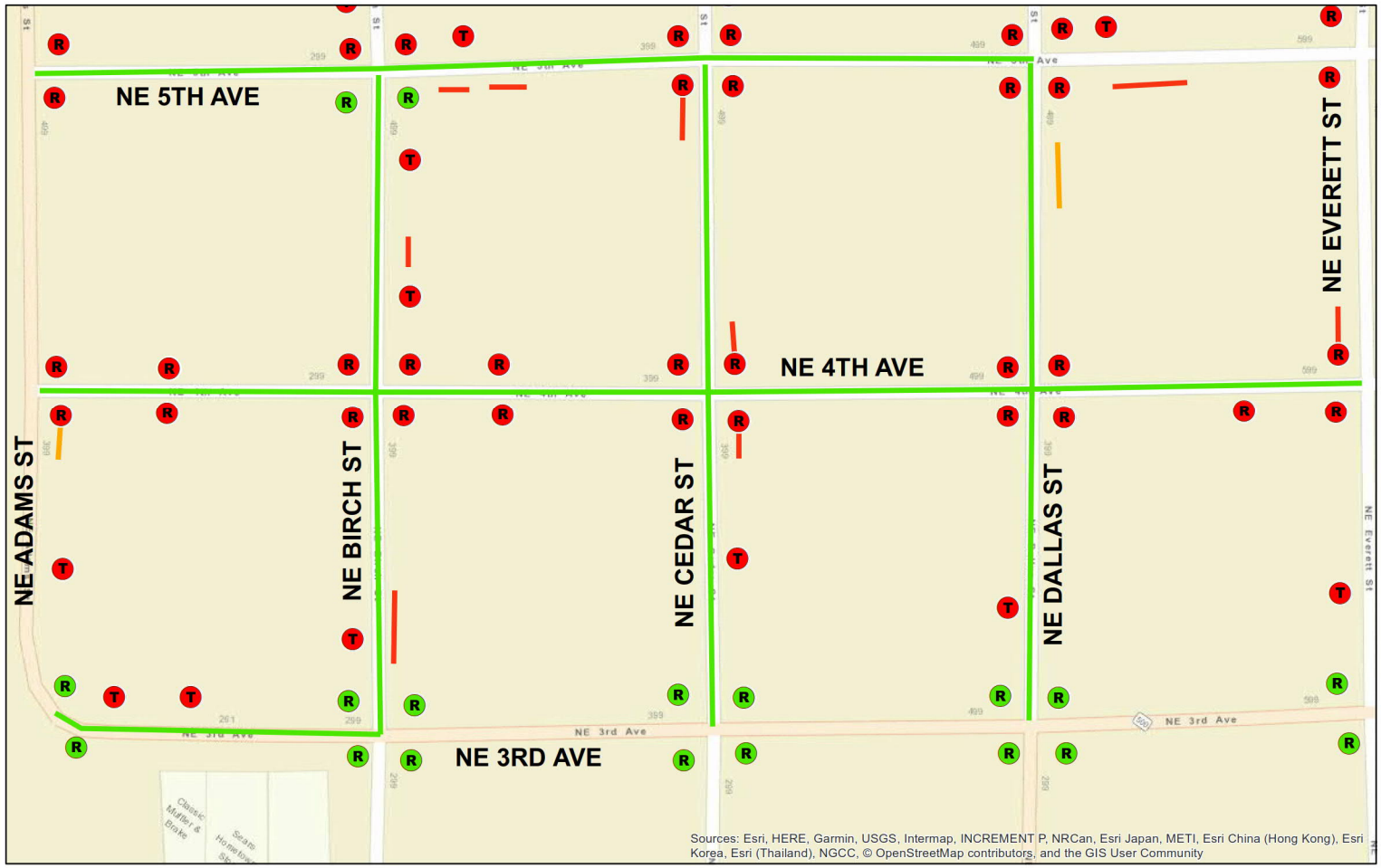
Related Considerations:

• Ramp includes:
  o Installing new ramp
  o Replacing ramp due to:
    - Lack of level landing
    - Obstructions or severe damage
    - Ramp throat exceeding 1:12 slope
    - A half of an inch or more lip at the gutter
    - No detectable warning patterns
• Cement Concrete Removal and Replacement includes:
  o Severe cracking sidewalk 20 S.Y.
  o Exposed aggregate sidewalk 230 S.Y.
  o Tripping hazards 200 S.Y.
• Tripping hazards assumed:
  o Repaired by removing and replacing sidewalk panels.
• Tree removal and replacement costs:
  o Approximately 10 trees need to removed and replaced for this project.
  o See project P-9

City of Camas
Downtown Infrastructure Analysis

MacKay Sposito

P-1 Isolated Sidewalk, ADA Ramp, and Tripping Hazards Replacement - Downtown Core



Existing Legend

- Downtown Core
- Severe Cracking
- Exposed Aggregate
- Tripping Hazard - Repair
- Ramp - Repair
- Ramp - General Compliant

City of Camas
Downtown Infrastructure Analysis

Project Identification: P-2
Project Name: Isolated Sidewalk, ADA Ramp, and Tripping Hazards Replacement – Outside Core

Project Description:

The project includes removing and replacing isolated sections of sidewalk to replace existing exposed aggregate sidewalks and address severe cracking and tripping hazards. The project also includes constructing new ADA compliant curb ramps to address safety concerns and accessibility deficiencies outside the Downtown Core area. The limits of this work are from the right-of-way or building face to back of existing curb. The project includes addressing all areas outside the Downtown Core that do not meet the >25% criteria and assumes the work will be completed in a single project. Examples include:

- Exposed aggregate sidewalks
- Severely cracked or lifted sidewalks, including areas around existing tree wells
- Installing ADA compliant curb ramps where none currently exist
- Replacing existing curb ramps that are out of compliance

Because this project focuses on isolated locations it does not include installation of new electrical. Tree removal and replacement will be required in some locations. Please see below for an estimated quantity and refer to P-9 for tree removal and replacement project.

Project Element	Quantity	Unit	Unit Cost ($/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
Ramp	50	Each	$3,500	$52,500	$43,750	$35,000	$17,500	$323,750
Cement Concrete Removal and Replacement	510	S.Y.	$110	$16,830	$14,025	$11,220	$5,610	$103,785

Total Project Cost	$427,535

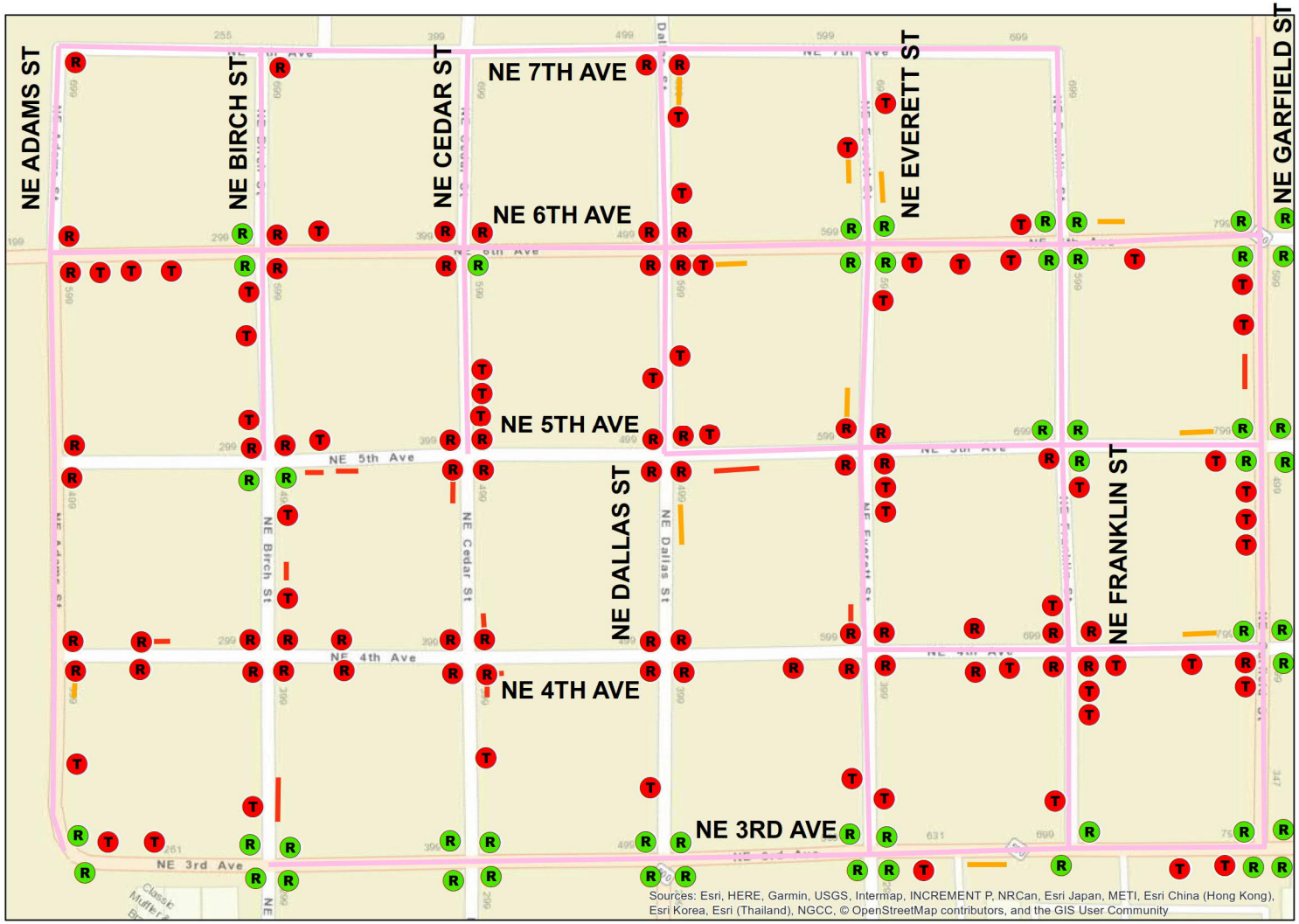
Related Considerations:

- Ramp includes:
  - o Installing new ramp
  - o Replacing ramp due to:
    - Lack of level landing
    - Obstructions or damaged sidewalks
    - Ramp throat exceeding 1:12 slope
    - A half of an inch or more lip at the gutter
    - No detectable warning patterns
- Cement Concrete Removal and Replacement includes:
  - o Severe cracking sidewalk 100 S.Y.
  - o Exposed aggregate sidewalk 10 S.Y.
  - o Tripping hazards 400 S.Y.
- Tripping hazards assumed:
  - o Be repaired by removing and replacing sidewalk panels.
- Tree removal and replacement costs:
  - o Approximately 25 trees need to removed and replaced for this project.
  - o See project P-9

City of Camas
Downtown Infrastructure Analysis

MacKay Sposito

P-2 Isolated Sidewalk, ADA Ramp, and Tripping Hazards Replacement – Outside Core



Existing Legend

- Outside Core
- Severe Cracking
- Exposed Aggregate
- T — Tripping Hazard - Repair
- R — Ramp - Repair
- R — Ramp - General Compliant

City of Camas
Downtown Infrastructure Analysis

Project Identification: P-3
Project Name: Full Block Sidewalk and ADA Ramp Replacement – Downtown Core

Project Description:

This sample project includes removing and replacing a single side of one full block of sidewalk, and replacing or installing new ADA compliant curb ramps to address safety concerns and accessibility deficiencies within the block. The limits of this work are from the right-of-way or building face to back of existing curb between the block. The project includes areas that meet the >25% sidewalk replacement criteria. The project assumes that design and construction will meet the City's Downtown Design Manual guidelines. The existing furnishings will be preserved and protected during construction of this project including:

- Benches
- Drinking fountains
- Trash Receptacles
- Bike Racks
- Natural stones
- Water features
- Sculptures
- Accent lighting

The project includes removing and replacing existing trees when adjacent to severely cracked or lifted sidewalk panels. Refer to P-9 for tree removal and replacement project and P-8 for new electrical project.

Project Element	Quantity	Unit	Unit Cost ($/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
Ramp	5	Each	$3,500	$5,250	$4,375	$3,500	$1,750	$32,375
Cement Concrete Removal and Replacement	200	S.Y.	$120	$7,200	$6,000	$4,800	$2,400	$44,400

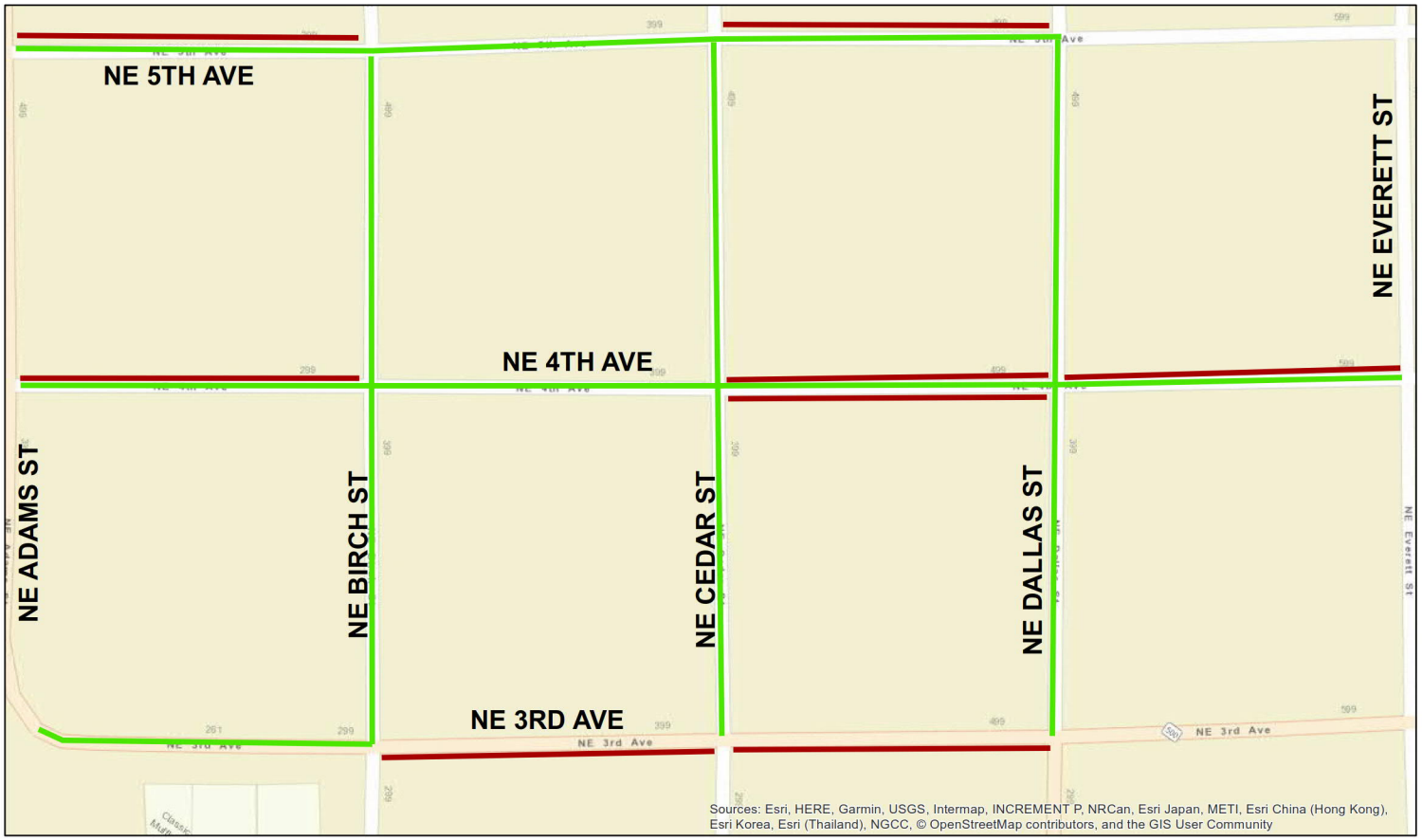
Total Project Cost	$76,775

Related Considerations:

- Ramp:
  - o Both ramps at the returns and a mid-block ramp will be replaced on a single side of one full block.
  - o Ramps at the returns are also included in the quantities and costs for project P-1 and ramps will be duplicated in quantities and costs if two Full Block Sidewalk and ADA Ramp Replacement projects intersect each other.
  - o Replace ramp due to:
    - Lack of level landing
    - Obstructions or damaged sidewalks
    - Ramp throat exceeding 1:12 slope
    - A half of an inch or more lip at the gutter
    - No detectable warning patterns
- Cement Concrete Removal and Replacement assumes:
  - o Typical full block length 200 ft
  - o Typical sidewalk width 9 ft
- Tree removal and replacement costs:
  - o Approximately 4 trees need to removed and replaced for this project.
  - o See project P-9
- New electrical costs:
  - o See project P-8

City of Camas
Downtown Infrastructure Analysis

P-3 Full Block Sidewalk and ADA Ramp Replacement – Downtown Core



N

Existing Legend

- Downtown Core
- Full Block Sidewalk Replacement

City of Camas
Downtown Infrastructure Analysis

Project Identification: P-4
Project Name: Full Block Sidewalk and ADA Replacement – Outside Core

Project Description:

The project includes removing and replacing a single side of the street for full block sections of sidewalk, and replacing or installing new ADA compliant curb ramps to address safety concerns and accessibility deficiencies within the block. The project also includes constructing sidewalks where none currently existing to improve connectivity. The limits of this work are from the right-of-way or building face to back of existing curb. The project meets the >25% sidewalk replacement criteria. The project includes removing and replacing existing trees when adjacent to severely cracked or lifted sidewalk panels. Refer to P-9 for tree removal and replacement project and P-8 for new electrical project.

Project Element	Quantity	Unit	Unit Cost ($/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
Ramp	4	EA	$3,500	$4,200	$3,500	$2,800	$1,400	$25,900
Cement Concrete Removal and Replacement	120	S.Y.	$110	$3,960	$3,300	$2,640	$1,320	$24,420

Total Project Cost	$50,320

Related Considerations:

- Ramp:
  - o Both ramps at the returns will be replaced on a single side of one full block.
  - o Ramps at the returns are also included in the quantities and costs for project P-2 and ramps will be duplicated in quantities and costs if two Full Block Sidewalk and ADA Ramp Replacement projects intersect each other.
  - o Replace ramp due to:
    - Lack of level landing
    - Obstructions or damaged sidewalks
    - Ramp throat exceeding 1:12 slope
    - A half of an inch or more lip at the gutter
    - No detectable warning patterns
- Cement Concrete Removal and Replacement assumes:
  - o Typical full block length 200 ft
  - o Typical sidewalk width 5 ft
- Tree removal and replacement costs:
  - o Approximately 4 trees need to removed and replaced for this project.
  - o See project P-9
- New electrical costs:
  - o See project P-8

City of Camas
Downtown Infrastructure Analysis

MacKay Sposito

P-4 Full Block Sidewalk and ADA Replacement – Outside Core

N

Existing Legend

- Outside Core
- Full Block Sidewalk Replacement

City of Camas
Downtown Infrastructure Analysis

Project Identification: P-5
Project Name: Pedestrian Crossing Safety Upgrades

Project Description:

The project consists of design and installation of pedestrian safety crossing upgrades within the downtown area to improve pedestrian safety. The project assumes a total of three crossing upgrades, one each on NE 3rd, NE Adams and NE Garfield. Additional traffic and engineering analysis is needed to determine specific crossing locations. The recommended upgrades include installation of a complete Rectangular Rapid Flashing Beacon (RRFB) crosswalk system complying with MUTCD Standards. For the purpose of budget estimation, each proposed RRFB system is anticipated to consist of (2) mono-directional RRFBs preceding the crossing location, (2) bi-directional RRFB installations at the crosswalk, crosswalk striping, addition of (2) ADA ramps, and MUTCD standard regulatory sign installations. The project assumes solar power electrical.

Project Element	Quantity	Unit	Unit Cost ($/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
ADA Ramps	2	EA	$3,700	$2,220	$1,850	$1,480	$740	$13,690
Sidewalk Replacement	10	S.Y.	$110	$330	$275	$220	$110	$2,035
MUTCD Regulatory Signs	4	EA	$250	$300	$250	$200	$100	$1,850
RRFB System Installations	1	LS	$50,000	$15,000	$12,500	$10,000	$5,000	$92,500

Cost Per RRFB Location	$96,385
Quantity of RRFBs	3
Total Project Cost	$289,155

City of Camas
Downtown Infrastructure Analysis

Project Identification: P-6
Project Name: Smoke Testing/Video Inspection - Sanitary and Storm Sewer Systems

Project Description:

This project includes completing smoke testing for the sanitary sewer collection and conveyance system and video inspection for both the storm and sanitary sewer collection and conveyance systems. Currently, there is very little condition and mapping information available for these systems in the downtown area. It is also likely that cross connections exist with the storm and sanitary sewer. For example, roof downspouts may be connected to basement drains and the sanitary sewer system, which can contribute to basement flooding and increased sanitary sewer flows. This project will identify cross connections through smoke testing and provide the City with valuable sanitary and storm sewer mapping and condition information to assist with future replacement needs, methods, and costs. Estimate assumes cleaning and video inspection of storm and sanitary mainline and lateral piping.

Project Element	Quantity	Unit	Unit Cost ($/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
Smoke Testing - Sanitary Sewer	12500	LF	$1	$3,750	$3,125	$2,500	$1,250	$23,125
Video Inspection - Sanitary Lateral	200	EA	$75	$4,500	$3,750	$3,000	$1,500	$27,750
Video Inspection - Sanitary Main	12500	LF	$2	$7,500	$6,250	$5,000	$2,500	$46,250
Video Inspection - Storm Sewer	12500	LF	$2	$7,500	$6,250	$5,000	$2,500	$46,250

Total Project Cost	$143,375

City of Camas
Downtown Infrastructure Analysis

Project Identification: P-7
Project Name: Downspout Separation

Project Description:
This project includes separating roof downspouts that are currently connected to the sanitary sewer system and redirecting and connecting to the storm sewer system. Downspouts that collect roof runoff and are connected to a property's sanitary sewer lateral may also be connected to the same piping system as a basement drain. This can cause basement flooding during heavy rain events as well as increased sanitary sewer flow which impacts conveyance and treatment capacity and costs. Project P-6 identifies cross connection locations through smoke testing and video inspection. This project includes excavating the cross connection location, disconnecting from the sanitary sewer system, and installing new piping to connect to the nearest storm sewer catch basin, manhole or mainline. The estimate includes costs for addressing a single cross connection location and an assumed number of cross connections within the downtown area.

Project Element	Quantity	Unit	Unit Cost ($/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
6-Inch Storm Sewer Piping	50	LF	$70	$1,050	$875	$700	$350	$6,475
Storm Sewer Cleanout	1	EA	$600	$180	$150	$120	$60	$1,110
Connection to Existing Storm Sewer Main or Structure	1	EA	$1,500	$450	$375	$300	$150	$2,775

Subtotal Downspout Separation Cost (EA)	$10,360
Assumed Quantity of Cross Connections	20
Total Project Cost	$207,200

City of Camas
Downtown Infrastructure Analysis

Project Identification: P-8
Project Name: Event/Festival Electrical Upgrades

Project Description:
This project includes installing new electrical service to support events in the downtown area. Examples include Camas Days, First Fridays, the Farmer's Market, Holiday Festivals, and a variety of other events. Currently electrical service is provided through receptacles at street lighting, extension chords from private property, or gas powered generators. Street lighting receptacles were intended for holiday lighting and do not have the capacity to support electrical needs for vendors, which often include electric cooking appliances and other high power uses. This causes frequent tripping of circuit breakers. The use of extension chords and generators is a safety hazard and contributes to noise and air pollution. This project will install new conduit, junction boxes, receptacles and wiring to provide increased access and capacity to electrical service. The estimate assumes upgrades to both sides of the street for a single block.

Project Element	Quantity	Unit	Unit Cost ($/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
Service Drop/Pedestal/Meter	1	EA	$10,000	$3,000	$2,500	$2,000	$1,000	$18,500
Service Location, Complete*	10	EA	$2,000	$6,000	$5,000	$4,000	$2,000	$37,000

Subtotal Cost Per Block	$55,500
Assumed Quantity of Blocks	7
Total Project Cost	$388,500

*"Service Location, Complete " includes conduit, wiring, junction box, receptacle, etc. for each location for where electrical service is provided. Estimate assumes a single service location can support two vendors and twenty vendors per block (ten services total per block). Estimate also assumes that conduits will be installed under the sidewalk and work will take place in conjuction with complete sidewalk replacement within a given block.

Project Identification: P-9
Project Name: Hazard Tree Removal and Replacement Program

Project Description:

This project includes removing and replacing a hazardous trees within the downtown area as recommended in the 2017 arborist report for Downtown Camas. Base on the recommendations there are 41 trees identified in the report that consist of all 34 Maple trees inventoried along with 1 Oak, 1 Sweet Gum, 1 Prunus and 4 Ash trees. It is intended that the costs established for this project can be used for a standalone project or integrated into larger projects such as full block sidewalk replacements (minus the Sidewalk Repair/Replacement cost shown). The project assumes the following: tree removal; partial removal and repair of sidewalk; expanded tree pit; installation of a tree grate; root barrier; new tree planting and temporary irrigation for establishment. * Temporary Irrigation is assume to be a tree watering bag that is maintained for a period of 5 months.

Project Element	Quantity	Unit	Unit Cost ($/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
Tree Removal	1	EA	$500	$150	$125	$100	$50	$925
Sidewalk Repair/Replacement	5	S.Y.	$110	$165	$138	$110	$55	$1,018
New Tree Pit Installation	1	EA	$500	$150	$125	$100	$50	$925
Tree Grate Installation	1	EA	$2,000	$600	$500	$400	$200	$3,700
Root Barrier Installation	24	LF	$4	$29	$24	$19	$10	$178
New Tree Installation	1	LS	$500	$150	$125	$100	$50	$925
Temporary Irrigation*	1	LS	$400	$120	$100	$80	$40	$740

Unit Tree Replacement Cost	$8,410
Arborist Recommended Tree Replacement	41
Total Project Cost	$344,814

Related Considerations:

• This project does not include the cost for completing an overall redesign of the downtown street tree plantings to serve as a prioritized and phased guide for implementing the tree removal and replacement as recommended in the City of Camas – Tree Inventory prepared by New Day Arborist in October, 2017. However, it is strongly recommended that this effort be completed prior to moving forward with the removal and replacement projects, so as to ensure the goals and standards established in the City's Downtown Design Manual are being met.

• Prioritization of tree removal should be given to those trees that pose most immediate risk to the public safety as recommended in the City of Camas Tree Inventory.

• Per the Downtown Design Manual, trees and plantings should be irrigated. In addition to preparing a Street Tree Master Plan, it is recommended that an Irrigation System Mater Plan be developed to guide the phased infrastructure and installation of a permenant irrigation system as larger projects are being completed.

City of Camas
Downtown Infrastructure Analysis

Project Identification: P-10
Project Name: Curb to Curb Pavement and Utilities Reconstruction – Downtown Core

Project Description:

The project includes complete reconstruction of the street section, curb, water, sewer and storm utilities for a single block within the Downtown Core area as previously defined. Areas where this project applies are based on streets identified as "poor" or "very poor" in the City's "Pavement Management Program Budget Options Report" dated December 2016. Street sections identified in the report as "fair" or better are included in project P-12 Pavement Preservation. The limits of this work are from back of curb to back of curb. The estimate assumes the City's Local Street Section, detail 04C. Utility project elements include all piping, structures, services, valves, fittings, etc.

Project Element	Quantity	Unit	Unit Cost ($/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				40%*	25%	20%	10%	
Roadway Reconstruction	7,200	SF	$10	$28,800	$18,000	$14,400	$7,200	$140,400
Cement Concrete Curb and Gutter	400	LF	$30	$4,800	$3,000	$2,400	$1,200	$23,400
12-Inch Storm Sewer**	200	LF	$200	$16,000	$10,000	$8,000	$4,000	$78,000
8-Inch Potable Water**	200	LF	$270	$21,600	$13,500	$10,800	$5,400	$105,300
8-Inch Sanitary Sewer**	200	LF	$250	$20,000	$12,500	$10,000	$5,000	$97,500

Total Project Cost	$444,600

*Contingency increased from 30% to 40% to account for higher construction costs in downtown core area

**Street sections that orient north and south have a lower utility reconstruction cost due to mains typically running west and east

City of Camas
Downtown Infrastructure Analysis

Project Identification: P-11
Project Name: Curb to Curb Pavement and Utilities Reconstruction – Outside Core

Project Description:
The project includes complete reconstruction of the street section, water, sewer and storm utilities for a single block outside Downtown Core area as previously defined. It is assumed that 50 percent of curb on either side of the street will be replaced based on its current condition. Areas where this project applies are based on streets identified as "poor" or "very poor" in the City's "Pavement Management Program Budget Options Report" dated December 2016. Street sections identified in the report as "fair" or better are included in project P-12 Pavement Preservation. The limits of this work are from back of curb to back of curb. The estimate assumes the City's Local Street Section, detail 04C. Utility project elements include all piping, structures, services, valves, fittings, etc.

Project Element	Quantity	Unit	Unit Cost ($/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
Roadway Reconstruction	7,200	SF	$10	$21,600	$18,000	$14,400	$7,200	$133,200
Cement Concrete Curb and Gutter	400	LF	$30	$3,600	$3,000	$2,400	$1,200	$22,200
12-Inch Storm Sewer*	200	LF	$200	$12,000	$10,000	$8,000	$4,000	$74,000
8-Inch Potable Water*	200	LF	$270	$16,200	$13,500	$10,800	$5,400	$99,900
8-Inch Sanitary Sewer*	200	LF	$250	$15,000	$12,500	$10,000	$5,000	$92,500

Total Project Cost	$421,800

*Street sections that orient north and south have a lower utility reconstruction cost due to mains typically running west and east

City of Camas
Downtown Infrastructure Analysis

Project Identification: P-12
Project Name: Pavement Preservation

Project Description:
The project includes pavement restoration in the downtown and outside core. This is a general project for street conditions of very good, good non-load related, and good load related. The limits of this work are from curb to curb. For this project, refer to the Pavement Management Program Budget Options Report for street condition, functional class and treatment.

Project Element	Quantity	Unit	Unit Cost ($/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
Crack Seal	200	LF	$1	$60	$50	$40	$20	$370
Slurry Seal	200	LF	$2	$120	$100	$80	$40	$740

Total Project Cost	$1,110

Staff Report – Meeting Item

I-205 Toll Project Participation
Presenter: Steve Wall, Public Works Director

Phone	Email
360.817.7899	swall@cityofcamas.us

INTRODUCTION: Oregon House Bill 2017 directed the Oregon Transportation Commission (OTC) to seek approval from the Federal Highway Administration (FHWA) to develop a congestion relief fund and implement tolling (also referred to as value pricing or congestion pricing) on the Interstate 5 (I-5) and Interstate 205 (I-205) corridors to reduce traffic congestion in the Portland metro area.

In 2018, the OTC and the Oregon Department of Transportation (ODOT) recommended implementing tolls on all lanes of I-205 on or near the Abernethy Bridge as a potential funding strategy and for congestion management. The purpose of the I-205 Toll Project is to manage congestion on I-205 between Stafford Road and Oregon Route 213 (OR 213) and raise revenue to fund congestion relief projects through the application of variable-rate tolls. In January 2019, FHWA provided guidance to move into the next phase of evaluation and study.

The Project is entering the environmental review phase. FHWA and ODOT are in the process of preparing an Environmental Assessment (EA) consistent with National Environmental Policy Act (NEPA) regulations for a proposed tolling project on I-205 and they will be requesting input and review from area agencies and Tribes. Agency, Tribal, and public input will help to finalize the range of alternatives and the areas of concern to be studied in the EA. Resources potentially affected during construction or operation include traffic, air quality, economics, energy, environmental justice populations, noise, social and community resources, visual quality, and others.

The attached letter dated August 3, 2020 from FHWA to Council Member Smith invites the City of Camas to be a "Participating Agency" in the EA process. Participating Agencies are responsible for identifying issues of concern regarding the Project's potential environmental, social, or economic impacts that could substantially delay or prevent an agency from granting a permit or other approval that is needed for the Project. The intent is to ensure that agencies are fully engaged in the development of the Project and that the decisions regarding alternatives are evaluated in detail.

Staff has been following the Toll Project in general and has reviewed the attached information provided with the August 3 letter. The proposed alternatives are south on I-205 over 14 miles

from the Columbia River and out of the City's jurisdictional authority (i.e. Camas has no permit authority). Additionally, the Regional Transportation Council and Clark County will both be Participating Agencies. For these reasons, staff does not believe we can add much value to the EA process. However, we will continue coordinating and tracking the project and assisting ODOT to keep Camas residents updated. Also, the City is still able to submit comments throughout the process and citizens are also still able to comment and participate.

Action Requested: Staff recommends the City Council discuss the information provided and provide staff with direction on the level of participation in the I-205 Toll Project.

U.S. Department of Transportation
Federal Highway Administration

Oregon Division

530 Center Street NE, Suite 420
Salem, Oregon 97301
503-399-5749
Oregon.FHWA@dot.gov

August 3, 2020

In Reply Refer To:
HDA – OR

Ms. Melissa Smith
Councilor
City of Camas
616 NE 4th Ave
Camas, WA 98607

Subject: I-205 Toll Project
Location: Clackamas County, Oregon
Action: Preparation of an Environmental Assessment

RE: Request for Participating Agency Designation

Dear Ms. Smith:

The Federal Highway Administration (FHWA), with the Oregon Department of Transportation (ODOT) as a joint lead agency, seeks to coordinate with agencies and Tribes in association with the preparation of an Environmental Assessment (EA) consistent with National Environmental Policy Act (NEPA) regulations for a proposed tolling project on Interstate 205 (I-205). ODOT sent FHWA a letter initiating the project on July 14, 2020. The purpose of the I-205 Toll Project (Project) is to manage congestion on I-205 between Stafford Road and Oregon Route 213 (OR 213) and raise revenue to fund congestion relief projects in compliance with House Bill 2017. The attached draft Purpose and Need Statement provides additional detail on why the Project is proposed.

The Project is entering the environmental review phase. We will be requesting agency and Tribal review and input on the following:

- Agency Coordination Plan
- Purpose and Need Statement
- Range of alternatives
- Identification of the preferred alternative
- Impact assessment methodologies related to your area(s) of jurisdiction
- Potential environmental or socioeconomic impacts related to your area of jurisdiction
- Environmental Assessment

Agency, Tribal, and public input will help to finalize the range of alternatives and the areas of concern to be studied in the EA. Resources potentially affected during construction or operation include traffic, air quality, economics, energy, environmental justice populations, noise, social and community resources, visual quality, and others.

With this letter, we extend an invitation to you to become a Participating Agency with the FHWA in the development of the EA. Pursuant to 23 U.S.C. Section 139, Participating Agencies are responsible for identifying, as early as practicable, any issues of concern regarding the Project's potential environmental, social, or economic impacts that could substantially delay or prevent an agency from granting a permit or other approval that is needed for the Project. The intent is to ensure that agencies are fully engaged in the development of the Project and that the decisions regarding alternatives are evaluated in detail in the National Environmental Policy Act (NEPA) analysis. We suggest that your agency's role in the development of the Project should include the following as they relate to your area of expertise or environmental issues of concern to your jurisdiction:

1. Provide meaningful and early input on defining the purpose and need, determining the range of alternatives to be considered, and the methodologies and level of detail required in the alternatives analysis.
2. Participate in coordination meetings and joint field reviews as appropriate.
3. Provide timely review and comment on the pre-draft environmental documents to reflect the views and concerns of your agency on the adequacy of the document, alternatives considered, and the anticipated impacts and mitigation.

We look forward to your response to this request and your agency's role as a Participating Agency on the Project. Although it does not appear that greater involvement as a Cooperating Agency will be needed on this project, if you feel your agency should have this larger role, please indicate this in your response along with an explanation of any special expertise or jurisdiction by law your agency may have over potential resource impacts. **The FWHA respectfully requests that you respond to this invitation in writing by September 4, 2020**. Your written response may be transmitted electronically to Emily Cline, FHWA Environmental Program Manager, at emily.cline@dot.gov or by mail to 530 Center Street NE, Suite 420, Salem, OR 97301.

If your agency does not respond to this invitation by the date listed above, we will consider that you have declined to serve as a Participating Agency. Your agency may still review documents and submit comments during formal public comment periods.

If you plan to serve as a participating agency or you wish to learn more about the Project, please join us for a virtual agency coordination meeting on August 12, 2:00 - 4:00 p.m (details below). At the meeting, we will provide an overview of the Project and an opportunity for questions, input, and discussion. The agency coordination meeting will be held via Zoom:

I-205 Toll Project Participating Agency Coordination Meeting
August 12, 2020, 2:00-4:00pm

Zoom Meeting
Join from PC, Mac, Linux, iOS or Android:
https://wspusa.zoom.us/j/97684399594?pwd=ZWZyb2VCOXZoa0xNcUIzbnV0c1l2dz09
Password: 416183

Or Telephone:
Dial: 404-469-0482 or 877-829-8910 (Toll Free)
Conference code: 476552

As part of early public engagement for NEPA, we will also be hosting an online open house and a series of webinar public open houses on August 12, 18, and 20, 2020 (see www.OregonTolling.org for details).

If you have any questions or would like to discuss the Project in more detail, please contact Lucinda Broussard, Toll Program Director, ODOT at (503) 979-5171, Lucinda.Broussard@odot.state.or.us; or contact Emily Cline, Environmental Program Manager, FHWA at (503) 316-2547, emily.cline@dot.gov. After all Participating Agencies have been identified, we will prepare and circulate a project schedule for the full NEPA process. A project website will also be maintained to facilitate information sharing with agencies and the public: www.OregonTolling.org.

Thank you in advance for your interest and participation in the Project.

Sincerely,

PHILLIP A DITZLER Digitally signed by PHILLIP A DITZLER
Date: 2020.08.03 11:28:12 -07'00'

Phillip A. Ditzler
Division Administrator

Enclosures: Draft Purpose and Need Statement, Draft Agency Coordination Plan, Draft Comparison of Screening Alternatives Report and Executive Summary

cc: Lucinda Broussard, ODOT Toll Program Director
Steve Wall, City of Camas

I-205 Toll Project

PURPOSE AND NEED STATEMENT

Draft 7/15/2020

INTRODUCTION

In 2016, the Governor's Transportation Vision Panel held a series of regional forums across the state to better understand how the transportation system affects local economies. The negative effect of congestion in the Portland metro area was consistently identified as one of three key themes across Oregon. Congestion in the Portland metropolitan region affects commuters and businesses, as well as producers who move their products across the state.

In response to the input from stakeholders across the state, House Bill (HB) 2017 Section 120 directed the Oregon Transportation Commission (OTC) to seek approval from the Federal Highway Administration (FHWA) to develop a congestion relief fund and implement tolling (also referred to as value pricing or congestion pricing) on the Interstate 5 (I-5) and Interstate 205 (I-205) corridors to reduce traffic congestion in the Portland metro area.

In 2018, the OTC and the Oregon Department of Transportation (ODOT) conducted the Portland Metro Area Value Pricing Feasibility Analysis to study how and where congestion pricing could be applied. Substantial public input and a Policy Advisory Committee informed the final recommendations. For I-205, the Policy Advisory Committee recommended implementing tolls on all lanes of I-205 on or near the Abernethy Bridge as a potential funding strategy and for congestion management. In December of 2018, the OTC submitted a proposal to the Federal Highway Administration outlining the findings of the feasibility analysis and seeking approval to continue the process of implementing tolls on I-5 and I-205 (ODOT 2018a). In January 2019, FHWA provided guidance to move into the next phase of evaluation and study (FHWA 2019).

PURPOSE

The purpose of the I-205 Toll Project is to manage congestion on I-205 between Stafford Road and Oregon Route 213 (OR 213) and raise revenue to fund congestion relief projects through the application of variable-rate tolls.[1]

NEED FOR THE PROPOSED ACTION

Traffic congestion results in unreliable travel

A 3.3 percent population increase in the Portland metro area from 2015 to 2017 and strong economic growth during these years resulted in a 20.1 percent increase in vehicle hours of delay

[1] Variable-rate tolls are user fees that vary in amount based on certain conditions (e.g. time of day, day of the week, direction of travel). Variable-rate tolls can occur on a fixed schedule that is known to travelers.

and 13.4 percent increase in hours of congestion on the highway and regional corridor system. Daily vehicle hours of delay for I-205 increased by 25 percent in each direction from 2015 to 2017, indicating that the extent and duration of congestion in the corridor continues to increase and that travel continues to become less and less reliable (ODOT 2018b).

In 2018 more than 100,000 vehicles used the section of I-205 between Stafford Road and OR 213 each day (ODOT 2019). Northbound I-205 from I-5 to the Abernethy Bridge has been identified as one of the region's top recurring bottlenecks during the evening commute. In 2017 this section of I-205 experienced 3.5 hours of congestion in the evening, from 2:45 p.m. to 6:15 p.m. Southbound I-205 from OR 212 to the Abernethy Bridge experienced over 3 hours of congestion in the morning from 6:00 a.m. to 9:15 a.m. (ODOT 2018b). In total, the section of I-205 between Stafford Road and OR 213 experienced approximately 6.75 hours of congestion daily.[2]

The population of the Portland metro region is expected to grow from 2.5 million residents in 2018 to over 3 million in 2040 (23 percent) and over 3.5 million in 2060 (43 percent), further exacerbating existing congestion problems (Census Reporter 2018; Metro 2016b).

Traffic congestion impacts freight movement

Movement of people and goods is critical to support a growing economy. Freight tonnage in the Portland region is expected to double by 2040, with 75 percent of total freight tonnage moved by truck (Metro 2018). I-205 is a designated north-south interstate freight route in a roadway network that links Canada, Mexico and major ports along the Pacific Ocean. Trucks represent 6 to 9 percent of total traffic on I-205 (ODOT 2018b).

Congestion on I-205 affects the ability to deliver goods on time, which results in increased costs and uncertainty for businesses. The cost of congestion on I-205 increased by 24 percent between 2015 and 2017, increasing to nearly half a million dollars each day in 2017 (ODOT 2018b). Increasing congestion and demand for goods will result in more delay, costs, and uncertainty for all businesses that rely on I-205 for freight movement.

Traffic congestion contributes to climate change

Greenhouse gas emissions from cars and trucks have been rising since 2013 and represented 39 percent of total statewide emissions in 2016 (Oregon Global Warming Commission 2018). Idling vehicles sitting in congestion conditions contribute to these emissions. In March 2020, the Governor signed an executive order to reduce greenhouse gas emissions 45 percent below 1990 levels by 2035 and 80 percent below 1990 levels by 2050.

Critical congestion relief projects need construction funding

Available funding for transportation has not kept pace with the cost of maintaining our transportation system or the cost of construction of new transportation and congestion relief

[2] The coronavirus pandemic (COVID-19) has dramatically altered current traffic levels. Future traffic volumes on I-205 are unknown, but as the risks of COVID-19 are reduced, traffic congestion is expected to return.

projects. ODOT revenue comes from a mix of federal and state sources, including fuels taxes, taxes on heavy vehicles, and driver and vehicle licensing and registration fees. The federal gas tax has not been adjusted since October of 1993 and the share of federal contributions to state transportation projects has greatly decreased. On the state level, escalating expenditures to maintain aging infrastructure, the need to perform seismic upgrades for state's bridges, and rising construction costs have greatly increased financial needs.

Compounding this problem is a substantial increase in travel demand as the state experiences strong population growth, particularly in the Portland metro area. ODOT must explore every possible method for getting the most out of its existing infrastructure, funding congestion relief projects to ease congestion, and planning for increased earthquake resiliency. ODOT has identified the I-205 Improvements Stafford Road to OR 213 Project as part of the strategy to improve mobility on I-205 and seismically upgrade the Abernethy Bridge. The project is included in the 2018 Region Transportation Plan and is expected to benefit the Portland metro region and the state. The I-205 Improvements Project and the I-205 Toll Project have independent utility, as either one could be implemented independent of the other project; both have logical termini; and neither restrict consideration of alternatives for future transportation improvements. The I-205 Improvements Project has already received NEPA clearance and is in the process of obtaining permits; however, there is currently no funding source identified for construction of this project. Tolls collected on I-205 are anticipated to be used to fund congestion relief projects in the corridor, including, but not limited to, the I-205 Improvements Project.[3, 4]

GOALS AND OBJECTIVES

Project goals and objectives are desirable outcomes of the project beyond the purpose and need statement. The following goals and objectives reflect input collected from the Value Pricing Feasibility Analysis Policy Advisory Committee, partner agencies, the Project equity team, and other Project stakeholders; these goals and objectives will be considered when comparing alternatives.

- Goal: Provide equitable benefits for all users
  - Acknowledge and consider populations who use or live near the segment of I-205 between Stafford Road and OR 213 and have been historically underserved and underrepresented or negatively impacted by transportation projects
  - Engage people from historically underserved communities to participate throughout the project design, development, implementation, monitoring, and evaluation processes

[3] Net toll revenue for capital projects represents the available cash flow from tolling after covering an allowance for revenue leakage, the costs of toll collection operations and maintenance (O&M), and the costs of roadway facility O&M. Net toll revenues may be used to pay for capital improvement directly and/or they may be used to pay the principal and interest on borrowed (financed) funds.

[4] HB 2017 established a Congestion Relief Fund which would receive any net proceeds from tolling. The Oregon Constitution (Article IX, Section 3a) specifies that revenues collected from the use or operation of motor vehicles is spent on roadway projects, which could include construction or reconstruction of travel lanes, as well as bicycle and pedestrian facilities or transit improvements in or along the roadway.

  - Maximize benefits and minimize burdens to historically underserved and underrepresented communities
  - Provide equitable and reliable access to job centers and other important community places, such as grocery stores, schools, and gathering places
  - Support equitable and reliable access to health promoting activities (e.g. parks, trails, recreation areas) and health care facilities
- Goal: Limit additional traffic diversion from I-205 to adjacent roads and neighborhoods
  - Design toll system to limit rerouting from tolling
  - Design toll system to minimize additional noise impacts from traffic rerouting
- Goal: Support safe travel regardless of mode of transportation
  - Enhance vehicle safety on I-205 by reducing congested conditions
  - Ensure multi-modal travel (e.g. pedestrians, bicycles, and transit) does not become less safe on local roadways affected by tolling on I-205
- Goal: Improve air quality and reduce contributions to climate change effects
  - Reduce vehicle air pollutants and greenhouse gas emissions through improved travel efficiency
  - Reduce localized air pollutants through reduced congestion and improved travel efficiency, particularly in community areas where pollutants are concentrated
- Goal: Support multi-modal transportation choices
  - Support shifts to higher occupancy vehicles (including carpooling) and other modes of transportation (transit, walk, bike, telework)
  - Collaborate with transit providers to enhance availability and access to transit service in underserved and underrepresented areas along the tolled segment of the I-205 corridor
- Goal: Support regional economic growth
  - Provide for reliable and efficient movement of goods and people through the I-205 corridor
- Goal: Support travel demand management
  - Design toll system to improve efficient use of roadway infrastructure and improve travel reliability
- Goal: Maximize integration with future toll systems
  - Design a toll system that can be expanded in scale, integrated with tolling on other regional roadways, or adapted to future toll system applications
- Goal: Maximize interoperability with other transportation systems
  - Design a toll system that is interoperable with other transportation systems (e.g. transit, parking, etc.) in the region

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I-205 Toll Project

DRAFT Executive Summary

Date	July 7, 2020
To	Lucinda Broussard, Oregon Toll Program Director
From	I-205 Toll Project Consultant Team
Subject	Executive Summary: Comparison of I-205 Screening Alternatives Technical Report
CC	Chi Mai, ODOT R1 Major Projects Alex Bettinardi, ODOT Transportation Planning and Analysis Unit

PURPOSE

This report summarizes the recommendations for alternatives to carry into the National Environmental Policy Act (NEPA) analysis for the I-205 Toll Project and highlights key findings supporting those recommendations.

OVERVIEW

Table 1 summarizes the overall assessment of screening alternatives based on evaluation categories. Alternatives 3 and 4 are the initial alternatives recommended for advancement to the NEPA process.

Table 1: Overall Assessment of Alternatives by Evaluation Category

Evaluation Category	Alt 1 & Alt 2	Alt 3	Alt 4	Alt 5
Transportation System Demand	◔	◑	◑	◕
I-205 Traffic	◑	◑	◔	◕
Diversion Effects	◑	◑	◑	◑
Cost and Revenue	◔	◕	●	◑
Implementation and Operations	◑	●	◕	○
Recommendation	**Do Not Advance**	**Advance for Further Evaluation**	**Advance for Further Evaluation**	**Do Not Advance**

Substantially worse outcomes than other alternatives	**Worse** outcomes than other alternatives	**Average** or typical outcomes among alternatives	**Better** outcomes than other alternatives	**Substantially better** outcomes than other alternatives
○	◔	◑	◕	●

WSP evaluated five alternatives for tolling I-205 between the Stafford Road and OR 213 interchanges. These alternatives constitute geographic location options where tolls will be charged (toll gantries) and different structure for assessing tolls (e.g., single point, segment-based, and zonal).

Table presents the list of screening alternatives, the rationale behind their development, and a brief assessment of each.

Table 2: I-205 Screening Alternatives Under Consideration for Further Evaluation

Alt.	Description	Development Rationale	Assessment	Recommendation
1	Abernethy Bridge Toll (Concept E from the 2018 Value Pricing Feasibility Analysis)	Recommendation of the Value Pricing Feasibility Analysis, simple to implement	Manages demand on I-205 around the Abernethy Bridge but results in significant traffic increases near the Arch Bridge and in downtown Oregon City	Not recommended for further evaluation
2*	Abernethy Bridge Toll with Off-Bridge Gantries	Modification of Alternative 1 to limit rerouting in downtown Oregon City	Manages demand on I-205 around the Abernethy Bridge but results in significant traffic increases near the Arch Bridge and in downtown Oregon City	Not recommended for further evaluation
3	Bridge Tolls - Abernethy Bridge and Tualatin River Bridge	Tolling a second bridge reduces the cost of crossing the Abernethy Bridge, which reduces the incentive for some trips to take alternative toll-free routes	Manages demand on I-205 at the Abernethy Bridge and between Stafford Road and 10th Street, traffic increases on nearby routes are less concentrated	Recommended for further evaluation
4	Segment-Based Tolls - Between Stafford Road and OR 213	Tolling multiple roadway segments lowers the average toll cost and reduces the incentive for some trips to take alternative toll-free routes	Manages demand on I-205 between Stafford Road and OR 213 without resulting in concentrated traffic increases, offers significant flexibility to limit rerouting and manage traffic operations	Recommended for further evaluation
5	Single-Zone Toll – Between Stafford Road and OR 213	Single toll rate applied for any travel within the tolled area, intended to reduce the incentive for regional trips to use alternative toll-free routes	Manages demand on I-205 between Stafford Road and OR 213, results in traffic increases on the edges of the toll zone, limited ability to better manage demand and scale the system to the region	Not recommended for further evaluation

*Note: Alternative 1 and Alternative 2 perform the same in all model-based performance measures, as the regional travel demand model does not provide significant differentiation between these alternatives.

All the alternatives considered could provide a tolling system on I-205 that would both manage congestion and raise revenue. However, there are tradeoffs among the alternatives, and no single alternative scores the best on all criteria. In general, alternatives were evaluated based on their ability to manage demand on I-205 and limit rerouting to nearby roadways (taking

different roads to avoid the toll) while generating similar levels of revenue to fund congestion relief projects.

The screening analysis is focused on evaluating five potential configurations for the I-205 Toll Project. The analysis compares the alternatives against one another considering key evaluation criteria and performance measures. The technical analysis is the basis for recommending which alternatives be advanced for further study in the NEPA process. In the NEPA analysis, the technical analysis tools and models are expected to be refined to better assess local impacts and a wider range of performance measures.

Initial Screening Criteria

Alternatives were assessed in five evaluation categories with 12 qualitative and quantitative performance measures. Alternatives were assessed relative to one another on these performance measures, with quantitative measures based on results from the Metro regional travel demand model. General performance of each alternative in these categories was summarized in Table 1, while Table 3 provides additional detail by performance measure.

The criteria and their associated performance measures are as follows:

- **Transportation System Demand** – Assesses the extent to which tolling affects vehicle travel by estimating the impact of each alternative on total vehicle miles travelled (VMT) and vehicle hours of travel (VHT) in the regional transportation system. The alternatives generally shift vehicle demand away from freeways to non-freeways but result in an overall decrease in demand on the regional system.
- **I-205 Traffic** – Assesses the extent to which tolling changes the volume of vehicles using I-205 by estimating the change in vehicular throughput between Stafford Road and OR 213. Tolling is expected to decrease daily vehicle volume and improve traffic flow on I-205.
- **Diversion Effects** – Assesses the extent to which drivers avoid the toll by either switching their travel mode or switching their route. Modal switch is assessed in terms of trips shifted from single-occupancy vehicles (SOV) to high-occupancy vehicles (HOV), transit, and active modes like biking or walking. Rerouting is assessed by changes in travel volume on various regional roadways and facilities and communities near the alternatives. While shifts in mode are generally small and consistent across all alternatives, the location of rerouting effects can vary substantially between alternatives.
- **Cost and Revenue** – Assesses the net revenue potential after accounting for operations and maintenance costs, and capital costs. Alternatives are assessed relative to one another with values, indexed to Alternative 1 as it represents the original recommendation from the Value Pricing Feasibility Analysis. All alternatives were developed with the intention of generating similar net revenues.
- **Implementation Criteria** – Assesses various issues associated with implementation of tolling including difficulty of implementation, scalability to a regional tolling system, flexibility for managing traffic operations, and eligibility under federal tolling authorization

programs. Unlike the other evaluation criteria and performance measures, this assessment was qualitative in nature.

Table 1: Assessment of Alternatives by Performance Measure

Evaluation Category	Performance Measure Assessment	Alt 1 & ALT 2	Alt 3	Alt 4	Alt 5
Transportation System Demand	Reduce VMT on freeways and non-freeways	◑	◑	◑	◑
	Reduce VHT on freeways and non-freeways.	◔	◑	◑	◕
I-205 Traffic	Higher vehicle throughput on I-205 segments between Stafford Road and OR 213	◑	◑	◔	◕
Diversion Effects	Person-trips shifting away from SOV travel to other modes (e.g., HOV, transit, active)	◑	◑	◑	◑
	Limit increased traffic due to rerouting on non-tolled regional roads	◑	◑	◑	◕
	Limit increased traffic due to rerouting on local and adjacent roadways	◔	◑	◑	◑
Cost and Revenue	Higher net toll revenue (adjusted gross toll revenue collected less operations and maintenance costs)	◔	◕	●	◑
	Lower capital costs for physical toll infrastructure and procuring toll vendor services	◕	◑	◔	◑
Implementation and Operations	Difficulty of implementation	◕	◕	◑	◑
	Flexibility for managing traffic operations	◔	◕	●	◑
	Scalability to a future regional tolling system	◑	◕	●	○
	Eligibility under federal tolling authorization programs	◕	◕	◑	◑

Substantially worse outcomes than other alternatives	**Worse** outcomes than other alternatives	**Average** or typical outcomes among alternatives	**Better** outcomes than other alternatives	**Substantially better** outcomes than other alternatives
○	◔	◑	◕	●

Recommendations

Federal tolling authority is provided under Title 23, Section 129 of the U.S. Code, and projects that are eligible under this code provide greater certainty of implementation because no further approvals are required. Alternatives 1, 2, and 3 are likely eligible under Section 129. It is possible that neither Alternative 4 nor 5 would be eligible under Section 129 and that federal tolling authority would instead be required under the Value Pricing Pilot Program (VPPP). The VPPP allows for a wider range of configurations but requires discretionary approval of the U.S. Secretary of Transportation and entails a significant amount of uncertainty regarding when approval can be expected. Advancing at least one alternative that is eligible under Section 129 federal tolling authority is recommended.

Alternative 3 and Alternative 4 are **recommended** for advancement. Both effectively manage traffic on I-205 while generating revenue. While these alternatives do result in rerouting from vehicles avoiding the toll, the rerouted traffic would be distributed along the I-205 corridor so that no one particular facility or community receives the full impact. Because it has more tolled segments, Alternative 4 offers added flexibility in terms of using variable toll rates to manage traffic on I-205 while limiting rerouting effects. Both alternatives can be readily scaled to other regional facilities.

Alternatives 1 and 2 are **not recommended**. Both would result in significant traffic increases in Downtown Oregon City, on the Oregon City Arch Bridge, and near the OR 43 interchange with I-205 as a result of traffic rerouting to avoid a toll. Furthermore, these alternatives would be less effective at managing traffic along I-205 beyond the Abernethy Bridge.

Alternative 5 is **not recommended**. While the single-zone toll approach of this alternative would be effective at limiting rerouting of through trips on I-205, it would not be as effective at managing traffic patterns for trips entering and exiting I-205 near the tolled zone and would potentially result in concentrated rerouting effects. Because there would be one toll rate for all trips regardless of distance travelled, the alternative would have limited flexibility to manage traffic operations and would be difficult to scale to other facilities in the region as currently structured.

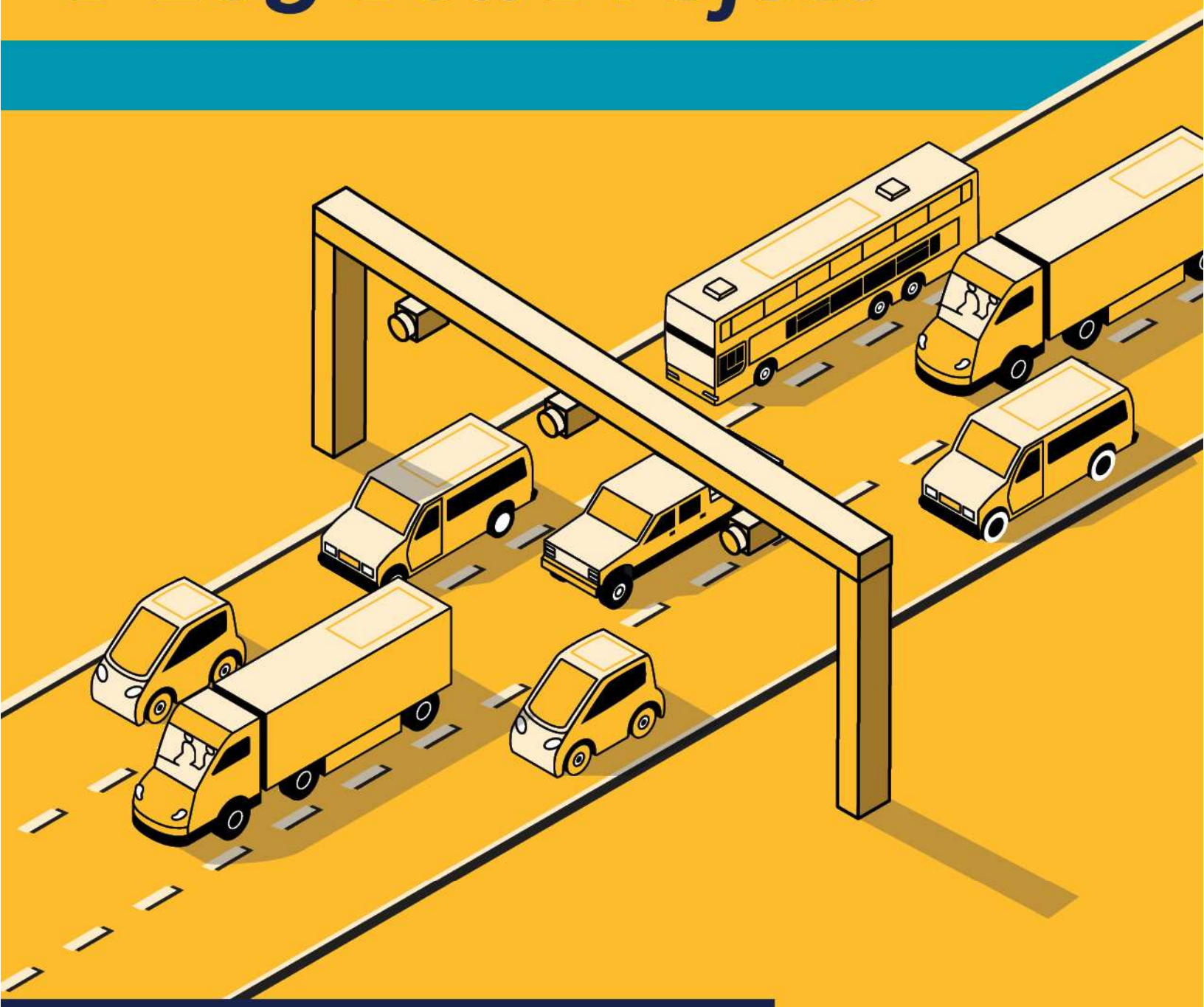
Limitations

The initial recommendations above are intended for ODOT consideration. To date, the technical evaluation and recommendations have not been reviewed by technical working groups or agency stakeholders.

The technical analysis is focused on comparison of the alternatives against one another using a limited set of evaluation criteria that do not fully assess the potential impacts the I-205 Toll Project. Full consideration of environmental and social impacts will be assessed in the NEPA analysis.

The analysis relies heavily on outputs from the Metro regional travel demand model for 2027 scenarios. The technical analysis tools, models, and assumptions are expected to be refined to better assess local impacts and a wider range of performance measure in the NEPA analysis.

I-205 Toll Project



DRAFT Comparison of Screening Alternatives

July 2020

Oregon Department of Transportation

DRAFT

COMPARISON OF SCREENING ALTERNATIVES

Prepared for:

Oregon Department of Transportation

Prepared by:

WSP USA
851 SW 6th Ave, Suite 1600
Portland, OR 97204

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Figures

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Appendices

ACRONYMS AND ABBREVIATIONS

ALT	Alternative
BOS	Back office system
CSC	Customer service center
DTA	Dynamic Traffic Assignment
FHWA	Federal Highway Administration
HOV	High-occupancy vehicle
NEPA	National Environmental Policy Act
O&M	Operation and maintenance
ODOT	Oregon Department of Transportation
OR 213	Oregon Route 213
OTC	Oregon Transportation Commission
RTS	Roadway toll system
SOV	Single-occupancy vehicle
VHT	Regional vehicle hours traveled
VMT	Regional vehicle miles traveled
VPFA	Value Pricing Feasibility Analysis
VPPP	Value Pricing Pilot Program

INTRODUCTION

This report summarizes the evaluation of initial screening alternatives for the Interstate 205 (I-205) Toll Project (Project). For the purposes of this report, the alternatives constitute different geographic locations where tolls will be charged (toll gantries) and different structures for assessing tolls (e.g., single point, segment-based, and toll-zone based). The objective of the evaluation is to narrow the number of alternatives using available quantitative and qualitative data on evaluation criteria and performance measures to identify those alternatives that appear best suited to advance into more detailed analysis under the National Environmental Policy Act (NEPA).

The report is structured as follows:

1. Overview of the alternatives evaluated
2. Summary of the evaluation criteria and performance measures used in conducting the evaluation
3. Identification of toll rate assumptions used in the modeling
4. Summary of how each alternative performed in the evaluation
5. Detailed technical assessment based on the evaluation criteria and associated performance measures
6. Recommendations on alternatives that should be advanced for further study during the NEPA process.

The report will make use of recurring technical terminology as follows:

- **Through-trip**: Trips that require travel along the entire length of the tolled area on I-205
- **Local-trip**: Trips that enter or exit I-205 at points within the tolled area and do not travel the full length of the tolled area
- **Diversion**: Avoidance of tolls by either changing route, destination, mode of travel, or time of travel
- **Rerouting**: A subset of diversion where an alternative route is selected rather than taking the tolled route

1.0 ALTERNATIVES

Tolling on I-205 is intended to manage congestion on I-205 between Stafford Road and Oregon Route 213 (OR 213) and generate revenues to fund congestion relief projects. Starting from the Value Pricing Feasibility Analysis (VPFA) and its recommended strategy for tolling on I-205 on or near the Abernethy Bridge (known as "Concept E"), a series of "build alternatives" were developed. These alternatives test how different toll structures and gantry locations affect I-205 and regional travel and assess potential traffic rerouting to alternative local and regional routes off of I-205 while generating similar levels of net revenue. Additional information on the development of screening alternatives can be found in the I-205 Initial Range of Alternatives Technical Memorandum (dated February 28, 2020).

The alternatives developed are shown in Table 1 below. Although different in construction and location effects, Alternatives 1 and 2 operate in the same way from the perspective of the Portland Metro regional travel demand model, which was used to generate the data for the performance measures utilized in the evaluation; thus, Alternative 2 can be thought of as an operational variant of Alternative 1 and, as such, does not receive separate discussion in this report.

Table 1: I-205 Toll Project Alternatives

Alternative	Description
Alt 1	Abernethy Bridge Toll (Concept E from VPFA)
Alt 2	Abernethy Bridge Toll with Off-Bridge Gantries
Alt 3	Bridge Tolls - Abernethy Bridge and Tualatin River Bridge
Alt 4	Segment-Based Tolls - Between Stafford Road and OR 213
Alt 5	Single Zone Toll – Between Stafford Road and OR 213

1.1 Alternative 1: Abernethy Bridge Toll (Concept E from VPFA)

Under Alternative 1, vehicles would be assessed a toll to cross the Abernethy Bridge in any direction, as shown in Figure 1. This configuration relies on a single mainline toll gantry at the bridge and is the simplest alternative. During the peak hours, toll rates vary on the bridge based on the direction of travel. More information on the toll rates assumed for each alternative is provided in the next section.

Figure 1: Alternative 1

1.2 Alternative 2: Abernethy Bridge Toll with Off-Bridge Gantries

Alternative 2 comprises tolling points on approaches to the Abernethy Bridge (south of OR 43 and north of OR 99E) and on the bridge itself, as shown in Figure 2. Vehicles would be assessed a single toll for crossing the bridge. Vehicles would not be assessed separate tolls upon passing each gantry; rather, the additional gantries located on the approaches would determine if a vehicle has traversed the bridge or made a trip that would have otherwise occurred on the bridge (i.e., the vehicle exited I-205 at OR 43 or OR 99E, crossed the Oregon City Arch Bridge, and then got back on I-205 on the other side of the Willamette River).

Figure 2: Alternative 2

This approach is intended to limit the incidence of I-205 through trips rerouting via the Oregon City Arch Bridge to avoid the toll, as some drivers may be expected to do without dramatically increasing the distance travelled. Alternative 2 represents a refinement of Alternative 1 that reduces undesirable rerouting of through trips around the toll point. As previously discussed, the regional travel demand model does not substantially differentiate between Alternative 1 and Alternative 2, so separate results are not presented for Alternative 2 in this report.

1.3 Alternative 3: Bridge Tolls - Abernethy Bridge and Tualatin River Bridge

Alternative 3 is a segment-based approach to tolling where I-205 would be tolled between Stafford Road and 10th Street as well as between OR 43 and OR 99E, as shown in Figure 3. Vehicles would be assessed a toll for each segment traveled. This alternative relies on mainline toll gantries on the Abernethy Bridge (over the Willamette River) and the I-205 bridge over the Tualatin River. This alternative would charge half the total toll assessed for through trips at two tolling points and is intended to reduce the likelihood of vehicles rerouting onto the Oregon City Arch Bridge (as seen under Alternative 1).

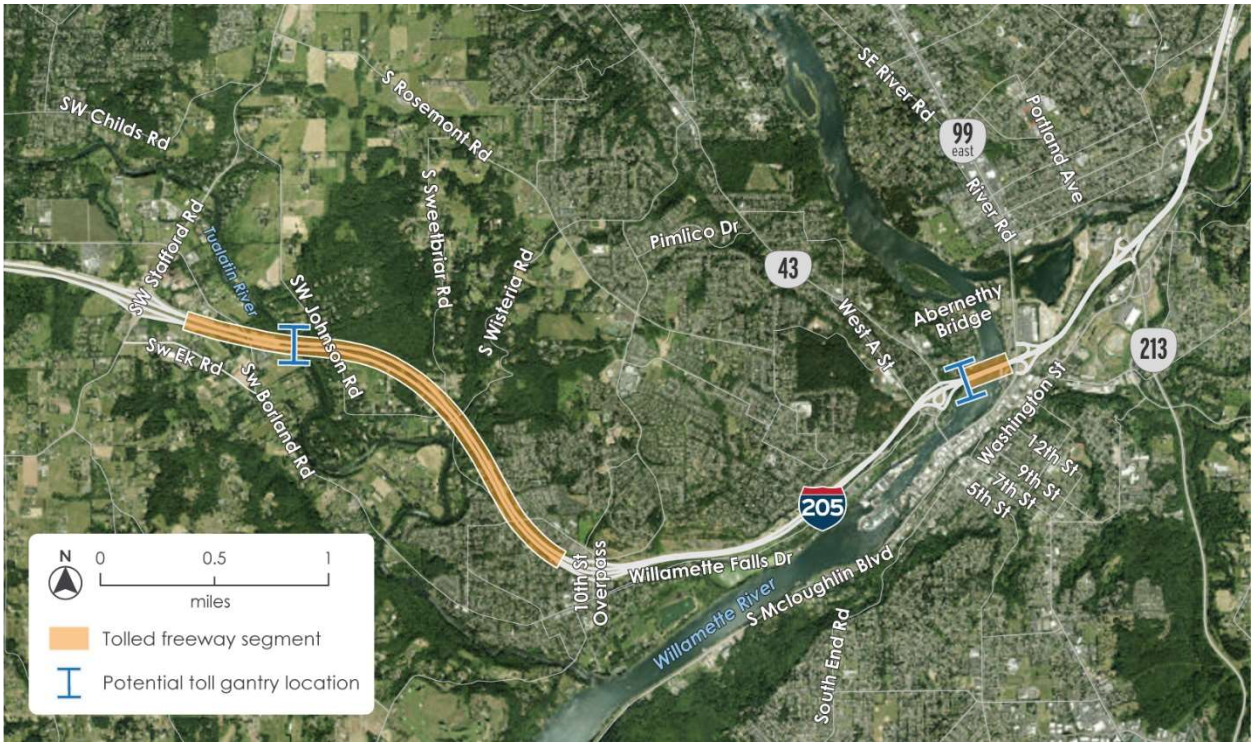

Figure 3: Alternative 3

Toll amounts would be split equally between the two bridges, making the toll on the Abernethy Bridge half of what it would be in Alternative 1. Therefore, users entering or exiting I-205 at the 10th Street or OR 43 interchanges would generally pay half the toll amount assessed for a through trip on I-205.[1]

1.4 Alternative 4: Segment-Based Tolls - Between Stafford Road and OR 213

Like Alternative 3, Alternative 4 is a segment-based approach to tolling. The four tolled segments in this alternative include I-205 between Stafford Road and 10th Street, 10th Street and OR 43, the Abernethy Bridge (between OR 43 and OR 99E), and OR 99E to OR 213, as shown in Figure 4. Vehicles are assessed a toll for each segment traveled for a total of up to four segments. This alternative relies on mainline toll gantries and is intended to distribute the total toll assessed for trips over multiple tolling points. This should mitigate the effect of rerouting relative to the full toll being assessed on the Abernethy Bridge only.

[1] Unlike in Alternative 1, where peak hour toll rates vary slightly by direction of travel, the peak tolls in Alternative 3 are assumed to be the same for each segment regardless of the direction of travel.

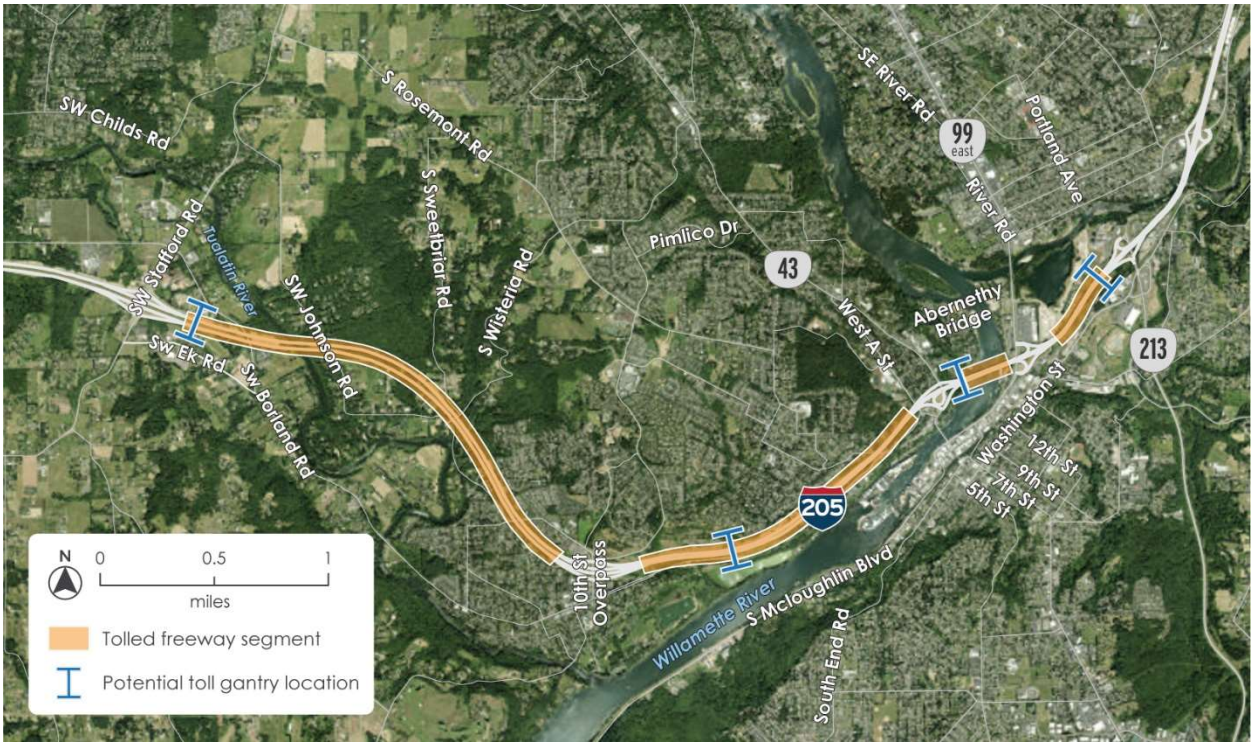

Figure 4: Alternative 4

Equivalent toll amounts would be applied on each segment and in each direction, as in Alternative 3. Therefore, those who use fewer segments would pay a proportionally lower toll amount[2].

1.5 Alternative 5: Single Zone Toll – Between Stafford Road and OR 213

Alternative 5 is a single-zone toll, where any vehicles entering the tolled zone on I-205 would be assessed the full amount of the toll regardless of distance traveled. The tolled zone extends between the Stafford Road and OR 213 interchanges, as shown in Figure 5. Alternative 5 could include mainline toll gantries as well as ramp-based gantries, such that the gantries would be located at each entry point within the toll zone. This strategy is aimed at minimizing undesirable rerouting patterns by removing the financial incentive for some vehicles to exit I-205 earlier (or enter later) in their trip than they otherwise might with a toll in place.

[2] Relative to Alternatives 1 through 3, the off-peak toll rates are up to one-third higher for through trips. This was done to keep the minimum off-peak single segment toll sufficiently high to cover the per-unit cost of collection and contribute to net toll revenues.

Figure 5: Alternative 5

Alternative 5's single toll for using any of the highway in the toll zone offers a lower price for through trips and a higher price for shorter distance trips, relative to Alternative 4.

1.6 Assumed Toll Rates

The Oregon Transportation Commission (OTC) will ultimately determine toll rates prior to project implementation. While ODOT or the OTC have not at this time decided on tolling policies and rates, initial assumptions are necessary for the assessment of screening alternatives. Specifically, toll rate assumptions must be included within the Portland Metro regional travel demand model, the primary tool used to provide quantitative performance measures identified for the assessment.

Initial toll rate assumptions for modeling are summarized in Table 2. Segment-based tolling alternatives (Alternatives 3 and 4) vary total toll amounts depending on the number of I-205 segments traveled; Table 2 compares the total toll amount paid for a through trip (not per segment). Rates were based on those used for modeling Concept E (pricing on the Abernethy Bridge) in the VPFA with minor refinements as translated to Alternatives 3, 4, and 5. The original Concept E tolls at the Abernethy Bridge attempted balance throughput and revenue-generating objectives. During peak times, the tolls are closer to the minimum values required to manage demand for maximum throughput when congestion delays would otherwise be prevalent. During off-peak times when demand is lower, the toll rates are also lower, though now more tailored toward generating revenue. Rates used in the current screening and evaluation are therefore a function and tool of the modeling and do not necessarily reflect at

what levels future toll rates might actually be set. They are thus presented as percentages indexed to the set of through trip toll rates most commonly applied in each time period (Alternative 3). Discussion on how rates were determined for each alternative is provided below.

Table 2: Through Trip Toll Rate Schedule Summary

Time Period	Alt 1	Alt 3	Alt 4	Alt 5
Overnight Toll (11 P.M. to 5 a.m.)	No toll	No toll	No toll	No toll
Off-peak Toll (5 to 6 a.m., 10 a.m. to 2 p.m., and 7 p.m. to 11p.m.)	100%	100%	133%	67%
Shoulder Toll (6 to 7 a.m., 9 to 10 a.m., 2 to 3 p.m. and 6 to 7 p.m.)	100%	100%	100%	67%
Peak Toll (7 to 9 a.m. and 3 to 6 p.m.)	100%/ 117%*	100%	100%	67%

*Varies by direction of travel

Differences in the toll rate assumptions by alternative were designed with the goal of all alternatives generating similar levels of net revenue, allowing for a better assessment of rerouting effects. Since each alternative has a different geographic coverage of I-205 and would thus serve differing numbers of toll trips, each alternative requires different toll rates to generate the same amount of net toll revenue after operating expenditures. Furthermore, each alternative creates incentives for through trips and shorter trips differently, requiring further differentiation in rates.

For example, Alternative 5 covers the same larger portion of the I-205 corridor as Alternative 4, but under Alternative 5, the cost of a through trip on I-205 would be the same as that for a local trip. As such, the average toll across all trip lengths is lowest under Alternative 5. In addition, whereas Alternative 1 tolls only trips crossing the Abernethy Bridge, Alternatives 4 and 5 essentially toll all trips traveling anywhere on I-205 between Stafford Road and OR 213. Tolling more trips under equivalent toll rates will yield higher gross revenues. More toll points (gantries) requires additional maintenance expenditures and more transactions increases toll collection operating costs. As a result, net revenues may not vary as much as gross revenues across the alternatives. Therefore, the development of assumed toll rate differentials took into consideration the number of potential users, the share of users who pay the full toll amount regardless of distance traveled, and the potential for shorter distance trips (e.g., those traveling on a single tolled segment) to pay a toll without generating revenue (due to transaction costs), with the goal of producing similar net revenues. Additional information on the assumptions supporting toll rate development can be found in the I-205 Toll Policy Assumptions Technical Memorandum (dated April 3, 2020).

1.7 Performance Measures and Evaluation Criteria

Alternatives advanced for further evaluation in the NEPA process will undergo very detailed analysis and additional assessments of impacts before the preferred alternative[3] is identified. A broad list of evaluation criteria and performance measures will be developed and applied in these subsequent rounds of project work. This initial round of analysis is focused on a more limited subset of key measures. This initial assessment relies on quantitative measures derived from the Metro regional travel demand model and qualitative measures as assessed by the project team where appropriate.

While the alternatives are compared to one another for the purposes of evaluation, the model-derived performance measures for each alternative were calculated based on future-year (2027) regional travel demand model results relative to the No Build Alternative. The No Build Alternative is consistent with the financially constrained improvements identified in the Regional Transportation Plan with three modifications noted below:

- Heavy trucks were prohibited from using the Oregon City Arch Bridge, consistent with the weight restrictions applied at the bridge.
- A roadway connection was added between Interstate 5 (I-5) and OR 99E in the southern extent of the model network, approximately near Ehlen Road in Aurora, Oregon.
- The No Build Alternative does not include the widening of I-205 between the Stafford Road interchange at the south end and the OR 213 interchange at the north end (I-205 Widening and Seismic Improvements Project) because this project is not funded and does not have an anticipated construction date.
- The No Build Alternative does not assume tolling.

The model results represent average weekday conditions within the identified reporting time period (unless noted otherwise). The time periods for reporting were selected to represent peak and off-peak conditions and include:

- Morning (a.m.) peak: 7 to 8 a.m.
- Afternoon off-peak: 2 to 3 p.m.
- Afternoon (p.m.) peak: 5 to 6 p.m.
- Evening off-peak: 8 to 9 p.m.
- Daily: 24 hours

Table 3 summarizes the evaluation criteria and associated performance measures that were used in the evaluation of the alternatives. Results are summarized in succeeding sections.

[3] A preferred alternative is expected to be identified for implementation after evaluation in the NEPA process.

Table 3: Performance Measures and Evaluation Criteria for Initial Screening of Alternatives

CATEGORY	EVALUATION CRITERIA	PERFORMANCE MEASURES
Transportation System Demand	• Change in regional system vehicle travel demand and performance	• Regional vehicle miles traveled (VMT) for freeway and non-freeway travel • Regional vehicle hours traveled (VHT) for freeway and non-freeway travel
I-205 Traffic	• Change in vehicle throughput on I-205	• Vehicle throughput on I-205 segments between Stafford Road and OR 213
Diversion Effects	• Mode shift to high-occupancy vehicles (HOV), transit and active transportation, bus, pedestrians, and bike	• Regional person trips by mode
	• Change in volume on non-tolled roads (rerouting)	• Qualitative level of rerouting • Change in average weekday daily traffic volume on selected major roadways
Cost and Revenue	• Adjusted gross toll revenue collected	• Annual gross toll revenue less estimated revenue leakage in 2027
	• Toll operating and maintenance (O&M) costs	• Cost associated with toll collections (roadway equipment maintenance, back office systems software, customer service center operations, banking fees, financial reporting, and management / administrative activities)
	• Net toll revenues	• Adjusted gross toll revenue collected less toll O&M costs and highway O&M costs
	• Initial toll system capital and procurement costs	• Capital costs associated with implementing the physical toll infrastructure and procuring toll vendor services
Implementation and Operations	• Difficulty of implementation	• Qualitative – Relative effort associated with implementation
	• Operational Flexibility	• Qualitative – Ability to react to differing traffic conditions in the Project vicinity
	• Scalability to a future tolling system	• Qualitative – Potential to integrate with future tolling system including other regional roadways
	• Federal program eligibility	• Qualitative – Eligibility under current federal tolling authority

Note: Changes refer to comparisons between the build alternatives and the No Build Alternative

2.0 GENERAL ASSESSMENT

All of the alternatives considered could provide a tolling system on I-205 that would both manage congestion and raise revenue. However, as this report will show, there are tradeoffs among the alternatives, and there is no single alternative that scores best in all criteria. This section provides a general overview of the performance of each alternative within the major evaluation categories.

Relative performance summarized in Table 4 refers to performance effectiveness in comparison to the other build alternatives within each category. The summary is based on the professional judgment of the project team taking into consideration the results of multiple evaluation criteria and performance measures.

Table 4: Performance Comparison Summary

Category	Alt 1	Alt 3	Alt 4	Alt 5
Transportation System Demand	**Worse** outcomes than other alternatives	**Average** or typical outcomes among alternatives	**Average** or typical outcomes among alternatives	**Better** outcomes than other alternatives
I-205 Traffic	**Average** or typical outcomes among alternatives	**Average** or typical outcomes among alternatives	**Worse** outcomes than other alternatives	**Better** outcomes than other alternatives
Diversion Effects	**Average** or typical outcomes among alternatives	**Average** or typical outcomes among alternatives	**Average** or typical outcomes among alternatives	**Average** or typical outcomes among alternatives
Cost and Revenue	**Worse** outcomes than other alternatives	**Better** outcomes than other alternatives	**Substantially Better** outcomes than other alternatives	**Average** or typical outcomes among alternatives
Implementation and Operations	**Average** or typical outcomes among alternatives	**Substantially Better** outcomes than other alternatives	**Better** outcomes than other alternatives	**Substantially Worse** outcomes than other alternatives

2.1 Common Findings

Several findings and observations are consistent across the alternatives. For example, all of the alternatives can be expected to meet the project purpose of managing congestion on I-205 and generating revenue. Improved performance on I-205 is due to the addition of travel lanes relative to the No Build Alternative as well managing demand through tolling. Furthermore, all of the alternatives would result in relatively small changes in various regional performance measures. For example, each alternative is expected to slightly reduce regional VMT, VHT, and single-occupancy vehicle (SOV) travel. Mode shift for any of the alternatives is generally small, with reductions in SOVs and increases in HOVs constituting the majority of the shift. All of the alternatives generally produce similar regional rerouting effects with slight increases or decreases in traffic volumes on roadways spread throughout the region. These volume changes are typically higher in the off-peak periods of the day than during peak periods. None of the

alternatives significantly increase traffic volumes on I-5 or other major regional freeway routes and have negligible effect on peak period congestion levels on these roadways.

2.2 Alternative 1: Single Point Toll – Abernethy Bridge

Summary: This represents a relatively straightforward tolling configuration that reduces traffic volume on the Abernethy Bridge and I-205 while resulting in concentrated rerouting effects in Oregon City.

2.2.1 Traffic on I-205

Of all the alternatives, Alternative 1 results in the largest potential reduction in vehicle throughput (volume) on any single segment of I-205. Traffic volume decreases on the Abernethy Bridge could approach 50 percent compared to the No Build Alternative (baseline), which is indicative of a large rerouting effect in the area of the bridge. Rerouting would be concentrated near the bridge and lower volume reductions would be seen elsewhere on the I-205 corridor.

2.2.2 Local effects

Alternative 1 would cause substantial rerouting effects across the Oregon City Arch Bridge and in downtown Oregon City with daily volume increases of up to 90 percent or more in places. Changes in local circulation would occur as travelers shift between adjacent interchanges (OR 43 and OR 99E) to access or exit from I-205. There is potential for sustained rerouting effects throughout the day in Oregon City. Furthermore, Alternative 1 could result in off-peak volume increases of up to 60 percent on OR 99E in Canby.

2.2.3 Other assessments

Alternative 1 is the least difficult alternative to implement in terms of complexity with its single toll point. Alternative 1 is also likely to be eligible for approval under Federal tolling authority (Title 23, Section 129). However, it is the least effective alternative in reducing regional VHT and creates the greatest increase in VHT on non-freeways. It also has the lowest net revenue-generation potential among the alternatives.

2.3 Alternative 3: Bridge Tolls - Abernethy and Tualatin River Bridges

Summary: Alternative 3 represents a relatively straightforward tolling approach in terms of implementation and operation. However, it results in rerouting effects on alternative routes to I-205 via Borland Road/Willamette Falls Drive and through downtown Oregon City.

2.3.1 Traffic on I-205

Alternative 3 substantially reduces volume on the segment of I-205 between Stafford Road and 10th Street where a second toll point is applied. However, this alternative results in the lowest amount of volume reduction between OR 99E and OR 213 just north of Abernethy Bridge.

2.3.2 Local effects

While the effect is smaller than in Alternative 1, Alternative 3 results in daily volume increases of up to 40 percent across the Oregon City Arch Bridge and in downtown Oregon City. In addition, tolling the I-205 segment between Stafford Road and 10th Street could result in the doubling of daily vehicle volumes on Borland Road between Stafford Road and West Linn. However, locations in West Linn that are east of 10th Street generally would not see significant volume increases as I-205 would remain untolled between 10th Street and OR 43. Alternative 3 could result in off-peak volume increases of up to 60 percent on OR 99E in Canby.

2.3.3 Other assessments:

Alternative 3 is likely to be eligible for approval under Federal tolling authority (Title 23, Section 129). The segment-based approach to tolling is scalable to other roadways or the regional network, although the untolled segment between 10th Street and OR 43 could encourage some travelers to get on and off I-205 to avoid paying tolls.

2.4 Alternative 4: Segment-Based Tolls - Between Stafford Road and OR 213

Summary: Alternative 4 represents a tolling approach that could be expanded to the region. It results in rerouting along the entire segment of I-205 between Stafford Road and OR 213. However, effects are more dispersed and, in general, less likely to be concentrated on specific routes or locations than under other alternatives.

2.4.1 Traffic on I-205

Alternative 4, because of its geographic coverage, both captures the largest number of potential toll trips and results in the greatest diversion off of I-205 in terms of overall volume change along the corridor. This is in part due to the assumption of relatively higher off-peak toll rates for through trips in Alternative 4 so as to keep the single segment minimum toll above the unit cost of collection.

2.4.2 Local Effects

Rerouting under Alternative 4 could impact some West Linn roadways. Daily traffic volume could increase by more than 50 percent on Willamette Falls Drive between West Linn and Oregon City. Traffic volumes on some roadways in Gladstone could also increase by up to 80 percent. Oregon City would also see volume increases due to rerouting though the scale of shift is less than in Alternatives 1 through 3.

2.4.3 Other assessments

Alternative 4 captures the largest number of trips on I-205 and therefore has the highest potential gross and net toll revenues (before repair and replacement costs). The tolling configuration is highly scalable to a larger regional tolling system focused on congestion management and is adaptable to future changes in technology or travel behavior.

Alternative 4 may not be eligible under Federal tolling authority under the allowances of Section 129; in this case, application and approval would be required under the Federal Value Pricing Pilot Program (VPPP). Approval under VPPP is a discretionary action of the U.S. Secretary of Transportation.

Finally, Alternative 4 has the greatest potential increase in regional rerouting and non-freeway VMT increase. As noted above, this potential outcome is affected by the assumption of higher off-peak toll rates for through trips in Alternative 4. Revised toll rate schedule assumptions could be considered to improve this outcome; Alternative 4 offers the most flexibility among the alternatives tested for refining tolls by location/distance traveled, time of day, and travel direction. As such, Alternative 4 offers the greatest degree of flexibility for managing traffic operations near the project area.

2.5 Alternative 5: Single Zone Toll - Between Stafford Road and OR 213

The tolling configuration proposed in Alternative 5 would be the most challenging to adapt to manage congestion at the regional scale. It features lower assumed toll rates for through trips on I-205, which limits regional rerouting as well as some of the more local rerouting patterns observed in other alternatives.

2.5.1 Traffic on I-205

Alternative 5 has the least volume reduction on I-205, meaning that it is the most effective at retaining traffic volumes on I-205 and limiting rerouting effects. This is accomplished through the single-zone toll structure, which has the effect of discouraging short trips on I-205 while encouraging longer trips and through trips to stay on I-205. This is because of the lower (relative to other alternatives) toll rates for those trips and higher relative toll rates for shorter trips.

2.5.2 Localized effects

While Alternative 5 reduces regional rerouting, there are more concentrated rerouting patterns near the outermost tolled segments on I-205. For example, daily traffic volumes in Gladstone could potentially double as vehicles accessing OR 99E could attempt to cut through central Gladstone. Borland Road between Stafford Road and 10th Street could also potentially see daily volumes double. Alternative 5 has the lowest impact on the Oregon City Arch Bridge and through downtown Oregon City, though daily traffic volume could still increase up to 30 percent.

2.5.3 Other assessments

Alternative 5 generally produces the strongest regional outcomes, including the greatest improvement to regional VHT and the lowest increase in non-freeway VHT. However, it creates concentrated rerouting effects east of Stafford Road and in Gladstone. Net toll revenues for Alternative 5 are lower than any alternative besides Alternative 1. In addition, the zone tolling concept would be more challenging to scale to other segments of I-205 or other state highways and still effectively manage congestion. Finally, Alternative 5 would not likely be eligible under

Section 129 Federal tolling authority, in which case, application and approval would be required under the Federal VPPP.

3.0 ALTERNATIVES EVALUATION

This section presents the detailed results of the alternatives evaluation. Evaluation results are presented for the following evaluation categories:

- Transportation System Demand
- Changes in I-205 Traffic
- Diversion Effects
- Cost and Revenue
- Implementation and Operations

In general, most of the performance results are summarized at the daily level. Cost and revenue measures apply annually. More detailed information on performance during peak and off-peak periods can be found in the Appendix.

3.1 Transportation System Demand

The evaluation looks at how changes in the vicinity of I-205 could affect vehicle demand over the entire Portland Metropolitan Area, which includes Clark County and the city of Vancouver in southwest Washington.[4] The performance measures used to assess the change in transportation system demand include:

- Regional VMT for freeway and non-freeway travel
- Regional VHT for freeway and non-freeway travel

3.1.1 Change in VMT

As shown in Table 5, all of the alternatives slightly reduce regional VMT, with the greatest decline occurring in Alternative 4 followed by Alternative 3. All alternatives also result in a shift in vehicle travel demand away from freeways to non-freeway routes. Overall, Alternative 5 results in the smallest shift in vehicle demand from freeways to non-freeways and has the lowest overall VMT reduction.

Table 5: Change in Regional Daily VMT (2027)

Type of VMT	Alt 1	Alt 3	Alt 4	Alt 5
Freeway	-338,000	-413,000	-463,000	-213,000
Non-Freeway	+117,000	+179,000	+185,000	+94,000
Total	-221,000	-234,000	-278,000	-119,000

While these numbers can appear significant, it is important to note that the scale of the shift for all alternatives reflects a very low percentage (less than 1 percent) of overall regional VMT. A

[4] Specifically, the area covered by the Portland Metro regional travel demand model.

significant part of this change is likely occurring nearer to the Abernethy Bridge rather than farther away. As such, the effect of these changes is captured in other criteria, specifically in the I-205 Traffic criterion and the Diversion Effects criterion. For this reason, regional impacts on VMT are not a differentiating factor in the evaluation of alternatives. Additional results for specific peak and off-peak hours are included in the appendix. The daily patterns identified above generally apply to peak/off-peak changes as well; however, peak period results show some potential to reduce VMT on both freeways and non-freeways.

3.1.2 Change in VHT

As shown in Table 6, all of the alternatives would result in a slight decline in regional VHT with the highest decline occurring under Alternative 5 followed by Alternative 4. All would reduce daily freeway VHT while increasing non-freeway VHT. The highest increase in non-freeway VHT and the lowest decrease in total VTH would occur under Alternative 1.

Table 6: Change in Regional Daily VHT (2027)

Type of VHT	Alt 1	Alt 3	Alt 4	Alt 5
Freeway	-11,400	-13,300	-14,300	-10,200
Non-Freeway	+10,300	+8,900	+9,300	+5,000
Total	-1,100	-4,400	-5,000	-5,200

As with VMT, the scale of the shift for the alternatives reflects a very low percentage (less than 1 percent) of overall regional VHT. While the changes reported would not substantially affect regional VHT, the relative performance of Alternatives would vary in the vicinity of the Project.

Additional results for specific peak and off-peak hours are included in Appendix B. Unlike VMT, there are some notable changes in VHT performance depending on time of day. During off-peak hours there is potential the alternatives, as currently structured, may slightly worsen traffic conditions. For example, the alternatives increase non-freeway VHT from between 600 (Alternative 5) and 1,100 (Alternative 1) vehicle hours between 2 p.m. and 3 p.m. and from 400 (Alternative 5) to 600 (Alternative 4) vehicle hours from 8 p.m. to 9 p.m. These increases in non-freeway VHT offset decreases in freeway VHT during in all alternatives. These changes are small relative to total regional VHT and are not necessarily enough to substantially differentiate alternatives from one another.

In contrast, the alternatives show the potential to improve traffic conditions in the transportation system during peak hours. While all alternatives show an overall VHT reduction due to travel time savings on the freeway, Alternatives 4 and 5 also show the potential to slightly reduce non-freeway VHT during peak hours. Alternatives 3, 4 and 5 generally result in the lowest overall VHT increases during off-peak hours and show the largest VHT decreases during peak hours.

3.2 Changes in I-205 Traffic

All alternatives are expected to reduce vehicle throughput on tolled segments of I-205 because of the toll diversion. Tolling causes some drivers to divert their trips to other routes (rerouting) or destinations, other modes (mode shift), or other times of day. As shown in Table 7, all alternatives reduce daily traffic volumes on all segments of I-205 relative to the No Build Alternative due to this diversion.[5] As expected, the scale of diversion on I-205 varies by both alternative and roadway segment.

Table 7: Change in I-205 Daily Vehicular Volumes (Relative to 2027 Baseline)

I-205 Segment	Alt 1	Alt 3	Alt 4	Alt 5
Stafford Road to 10th Street	-17%	-36%	-31%	-17%
10th Street to OR 43	-23%	-24%	-36%	-11%
OR 43 to OR 99E	-48%	-33%	-33%	-17%
OR 99E to OR 213	-28%	-19%	-40%	-30%

Additional tables providing detail on changes in throughput during specific hours of the day can be found in Appendix C. As the tables show, volume reductions during the a.m. and p.m. peak periods are less than the reductions observed during the off-peak periods or for the overall day, meaning that diversion is worse (on a percentage basis) during the off-peak hours. This is likely due to more traffic congestion during the peak hour on other roads, making them less attractive as an alternate route. Thus, even with higher tolls during peak hours, I-205 would retain a greater percentage of traffic volume during the peak periods because travel times are likely longer on available alternatives. Two of the alternatives, Alternatives 1 and 5, show a small increase in volume on some sections of I-205 during peak hours, which may be due to improved traffic conditions on the freeway because of the toll and the assumption of additional capacity available from the I-205 Widening and Seismic Improvements Project, which is included in the modeling of all build alternatives.

3.3 Diversion Effects

The changes in travel behavior that constitute diversion away from I-205 include increases in travel via other modes or vehicle trips using alternative routes. This section summarizes the scale of mode shifts and rerouting changes. Rerouting changes are summarized for key locations on regional roadways, where changes are generally the same across alternatives, and on local roadways near the tolled portion of I-205, where changes vary substantially between alternatives.

3.3.1 Mode shift

Mode shift was assessed based on change in regional person trips by mode as summarized in Table 8. All of the build alternatives perform at very similar levels in terms of changing regional

[5] The current regional travel demand model maintains a constant number of total daily person trips across all alternatives. While potential changes in mode and destination are represented, the model has limited sensitivity to potential time of day shifts due to tolling.

share of person trips by mode. Each alternative has the primary effect of reducing SOV travel, though when considering the Portland region as a whole, these shifts are very small: less than 0.1 percent of regional person trips would change. These model results indicate that the potential for any of the alternatives to meaningfully shift travel modes at the regional level is small.

The limited shifts identified are primarily from SOV to HOV mode. The potential shift to transit is very small; perhaps only a few hundred person trips per day. Trips converted to active modes are likely to have been local trips, as opposed to freeway based through trips, since active modes of transportation (bicycle and pedestrian travel) are not permitted on interstate facilities.

Table 8: Change in Daily Person Trips by Mode (2027)

Type of trip	Alt 1	Alt 3	Alt 4	Alt 5
SOV	-6,000	-5,500	-6,500	-4,500
HOV	+4,000	+4,500	+5,000	+4,000
Transit	+500	<+500	<+500	<+500
Active (Bicycle, Pedestrian)	+1,500	+1,000	+1,500	+500

Note: Values rounded to nearest 500

3.3.2 Rerouting

Rerouting refers to changes in vehicle routing from tolled segments of I-205 to non-tolled roadways. Tolling on I-205 is likely to cause rerouting as some travelers will choose to use an alternate route to avoid the toll rather than changing other behavior (such as travel using another mode). This preliminary analysis of rerouting effects is based on a qualitative assessment of the change in average weekday daily traffic volume on selected major roadways. As such, discussion is broken down into two primary categories:

- Regional-level impacts: Assessment of rerouting on major regional roadways outside of the vicinity of I-205 and the Abernethy Bridge including I-5
- Local-level impacts: Assessment of rerouting on roadways and areas within the vicinity of I-205 from Stafford Road to OR 213

Each area discussed has specific locations for the analysis using intersections, road segments, or "screenlines," which summarize the effects on multiple parallel roadways that could serve similar rerouting options.

Additional and more detailed analysis on rerouting effects will be undertaken on alternatives advancing from this screening. Alternatives will be analyzed using a Dynamic Traffic Assignment (DTA) model that provides more granularity than the regional travel demand model.

3.3.2.1 Regional Rerouting

The scale of regional rerouting is evident in the volume changes at two locations on I-205 outside the geographic limits of the proposed alternatives: at I-205 just east of the interchange with I-5 and at I-205 north of 82nd Drive overcrossing of I-205 in Gladstone. Both of these locations lie just outside of the extents of the proposed alternatives and would serve regional through trips. Daily volume reductions at these two locations are shown in Table 9 below. Additional information on volume changes at select I-205 locations can be found in Appendix D.

Table 9: Daily Percentage Change in Volume at Select I-205 Locations (2027)

I-205 Locations	Alt 1	Alt 3	Alt 4	Alt 5
I-205 between I-5 and Stafford Road	-10 to -20%	-20 to -30%	-20 to -30%	-10 to -20%
I-205 north of 82nd Drive Overcrossing	-5 to -10%	-5 to -10%	-10 to -20%	-5 to -10%

As seen in Table 9, all of the alternatives result in some level of volume reduction on I-205 outside of any tolled segments. While nearby (local) rerouting is more directly tied to the diversion from tolled segments, regional rerouting effects are better understood by considering the scale of diversion on the segments located outside of the tolled area.

In terms of daily volume changes, Alternatives 3 and 4 generally result in larger volume reductions (more regional diversion) than Alternatives 1 and 5. This is likely due to the smaller tolled area in Alternative 1 and the assumption that through trips would pay a lower toll with the zone-toll approach of Alternative 5. Alternatives 3 and 4 would reduce volumes on I-205 west of Stafford Road by approximately 20 to 30 percent, while Alternatives 1 and 5 would result in a slightly smaller decrease of 10 to 20 percent. North of the 82nd Drive overcrossing, the percent change is smaller with most alternatives resulting in a 5 to 10 percent decrease in daily traffic volume.

The percentage of traffic volume diverted from I-205 and the resulting rerouting onto other regional roadways are generally far more significant during off-peak hours. For example, Alternative 4 could result in up to 60 percent traffic volume reduction on the I-205 segment west of Stafford Road from 8 p.m. to 9 p.m. but less than a five percent decrease during the a.m. peak hour from 7 a.m. to 8 a.m. Additional results for specific peak and off-peak hours are included in Appendix D.

Reductions at these locations do not correspond to an equivalent increase onto other highways or adjacent routes during the same hours. Some trips would shift to other modes (such as transit or carpooling), travel to a different destination, and some may choose to travel at different times of the day. Furthermore, rerouting changes may be spread across multiple routes that do not show a single concentrated rerouting effect. By examining volume changes on other roadways in multiple locations, the aggregate effects of rerouting can be better assessed.

The following subsections describe rerouting effects on regional roadways and key locations outside of the general vicinity of the Project. The differences between the alternatives at the regional level are generally small. Areas discussed include:

- I-5
- Other regional highways
- Portland area bridges

I-5

Locations along I-5 assessed for rerouting effects are shown in Figure 7 and include north of Interstate 405 (I-405), at the Marquam Bridge, east of Terwilliger Boulevard, north of OR 217, north of I-205, and at the Boone Bridge.

Tolling I-205 could result in small changes to daily volumes on I-5, as shown in Table 10. The percentage increases to I-5 from rerouting are smaller during the peak periods than for the daily period values shown in Table 10 (see Appendix E for peak and other time periods).

Other Regional Highways

Other regional highways evaluated for rerouting effects are shown in Figure 9. These include:

- U.S. 26 west of Skyline Blvd and Scholls Ferry Rd
- OR 217 north of 99W
- OR 217 east of I-5
- I-84 east of I-5
- I-205 north of I-84

All of the alternatives would have only minor impacts on other regional highways, as demonstrated in Table 12. The scale of shift is smaller during peak hours than off-peak hours, as shown in more detailed results for each location provided in Appendix G.

Portland Bridges

Portland bridges for which rerouting effects were individually assessed include two bridges over the Willamette River nearest to the alternatives (the Sellwood Bridge and the Ross Island Bridge) and a downtown bridge screenline that compiles effects on the Steel Bridge, Broadway Bridge, Burnside Bridge, Morrison Bridge, and Hawthorne Bridge, as shown in Figure 8**Error! Reference source not found.**.[6] None of the alternatives are anticipated to result in a significant rerouting effect on these bridges. However, the Sellwood Bridge, as the next Willamette River crossing to the north of I-205, could see increases in volume, particularly during off-peak

[6] The I-5 Marquam Bridge was included in the I-5 assessment and is therefore not included in the screenline for downtown bridges.

periods. More detailed results for specific peak and off-peak hours for each location are provided in Appendix F.

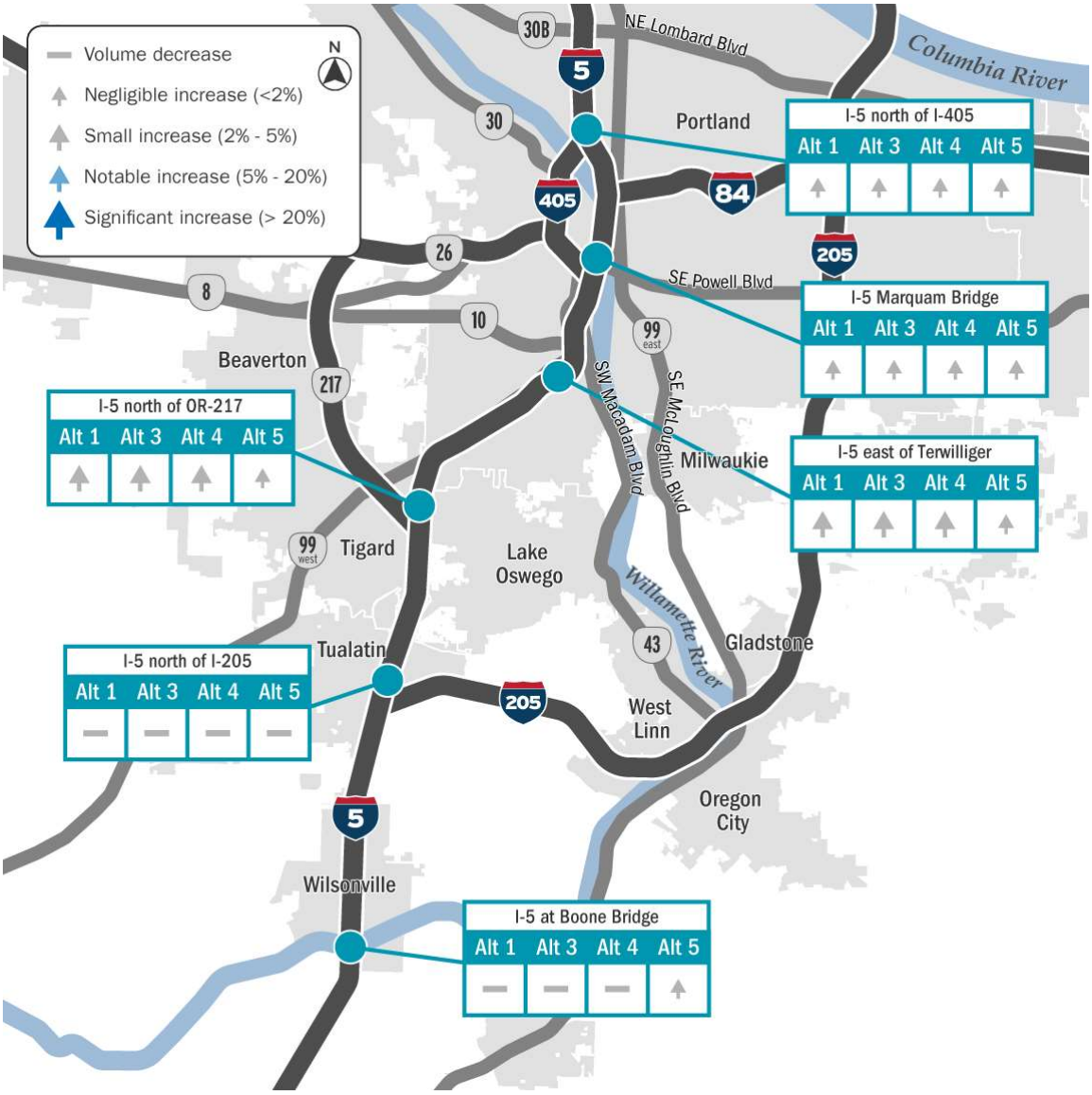

Figure 6: Locations Assessed for Rerouting Effects on I-5

Table 10: Percentage Change in Daily Volume on I-5

Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
I-5 north of I-405	0 to +2%	0 to +2%	0 to +2%	0 to +2%
I-5 Marquam Bridge	0 to +2%	0 to +2%	0 to +2%	0 to +2%
I-5 east of Terwilliger Blvd	+2 to +5%	+2 to +5%	+2 to +5%	0 to +2%
I-5 north of OR 217	+2 to +5%	+2 to +5%	+2 to +5%	0 to +2%
I-5 north of I-205	-0 to -2%	-2 to -5%	-2 to -5%	-2 to -5%

I-5 at Boone Bridge	-2 to -5%	-2 to -5%	-2 to -5%	0 to +2%

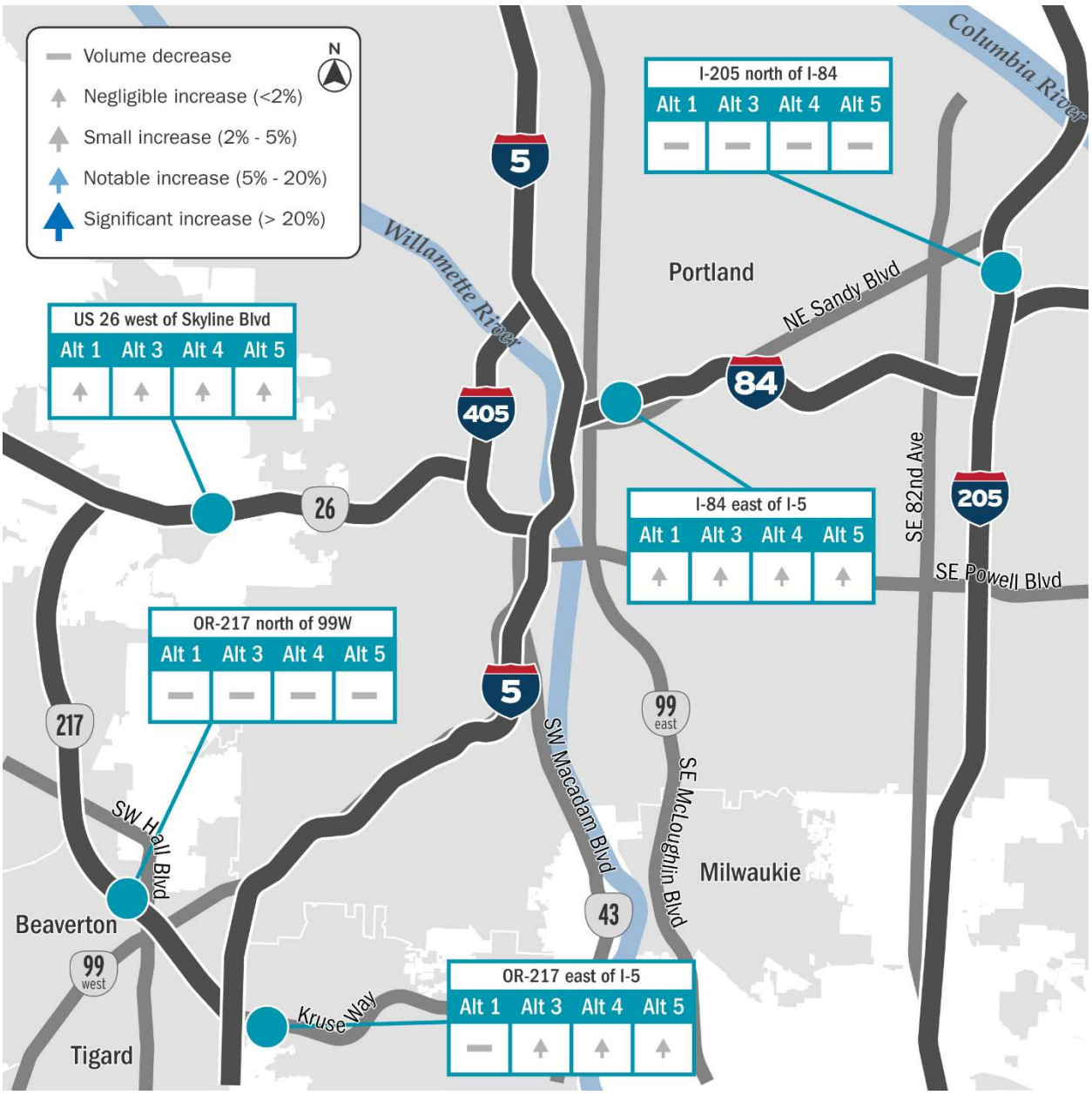

Figure 7: Other Regional Highways Assessed for Rerouting Effects

Table 11: Percentage Change in Daily Volume on Other Regional Highways

Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
U.S. 26 west of Skyline Blvd and Scholls Ferry Rd	0 to +2%	0 to +2%	0 to +2%	0 to +2%
OR-217 north of 99W	0 to -2%	0 to -2%	-2 to -5%	0 to -2%
OR-217 east of I-5	0 to -2%	0 to +2%	0 to +2%	0 to +2%
I-84 east of I-5	0 to +2%	0 to +2%	0 to +2%	0 to +2%
I-205 north of I-84	0 to -2%	0 to -2%	0 to -2%	0 to -2%

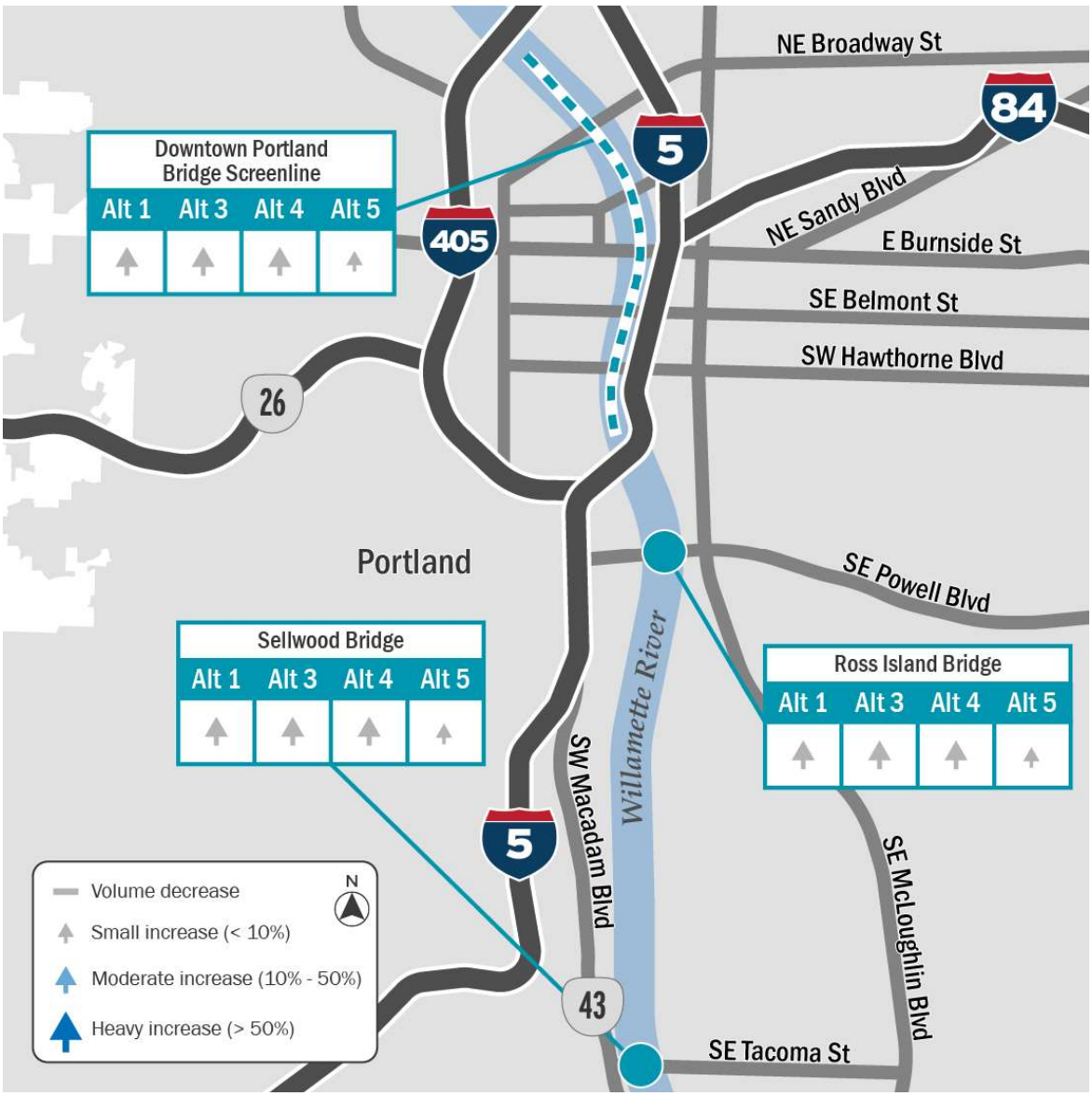

Figure 8: Portland Bridges Assessed for Rerouting Effects

Table 12: Percentage Change in Daily Volume on Portland Bridges

Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
Downtown Portland Bridges Screenline	+2 to +5%	+2 to +5%	+2 to +5%	<+2%
Ross Island Bridge	+2 to +5%	+2 to +5%	+2 to +5%	+2 to +5%
Sellwood Bridge	+5 to +10%	+5 to +10%	+5 to +10%	+2 to +5%

3.3.2.2 Local and Adjacent Rerouting

This section discusses rerouting effects on roadways within areas and communities near the segment of I-205 between Stafford Road and OR 213. Areas assessed include:

- Roadways near the alternatives
- Oregon City
- West Linn
- Gladstone

Roadways Near the Alternatives

Roadways near I-205 that could be used as alternative routes were assessed for potential rerouting effects are shown in Figure 10**Error! Reference source not found.** and include:

- OR 43 south of Terwilliger Boulevard
- Borland Road east of Stafford Road
- Borland Road east of SW 65th Avenue
- Stafford Road south of Ek Road
- Stafford Road east of SW 65th Avenue
- OR 99E through Downtown Canby

These roadways could see significant changes in volume: both increases and decreases. This is not surprising as roadways closer to the proposed toll section or on potential alternative routes should be affected more by the change than more distant regional roads overall.

Alternatives 3 and 5 show the greatest potential to affect the identified locations north of I-205. On OR 99E in Canby, Alternatives 1 through 4 show a potential to increase daily traffic volume by as much as 40 percent while Alternative 5 shows the lowest potential effect. Other locations, such as Stafford Road south of I-205 show a potential decrease in traffic volume under all alternatives.

In general, these changes in volume, both increases and decreases, would occur largely during off-peak hours rather than during peak hours. Daily percent changes are shown in Table 14**Error! Reference source not found.**. These changes as well as peak and off-peak changes are shown in Appendix H.

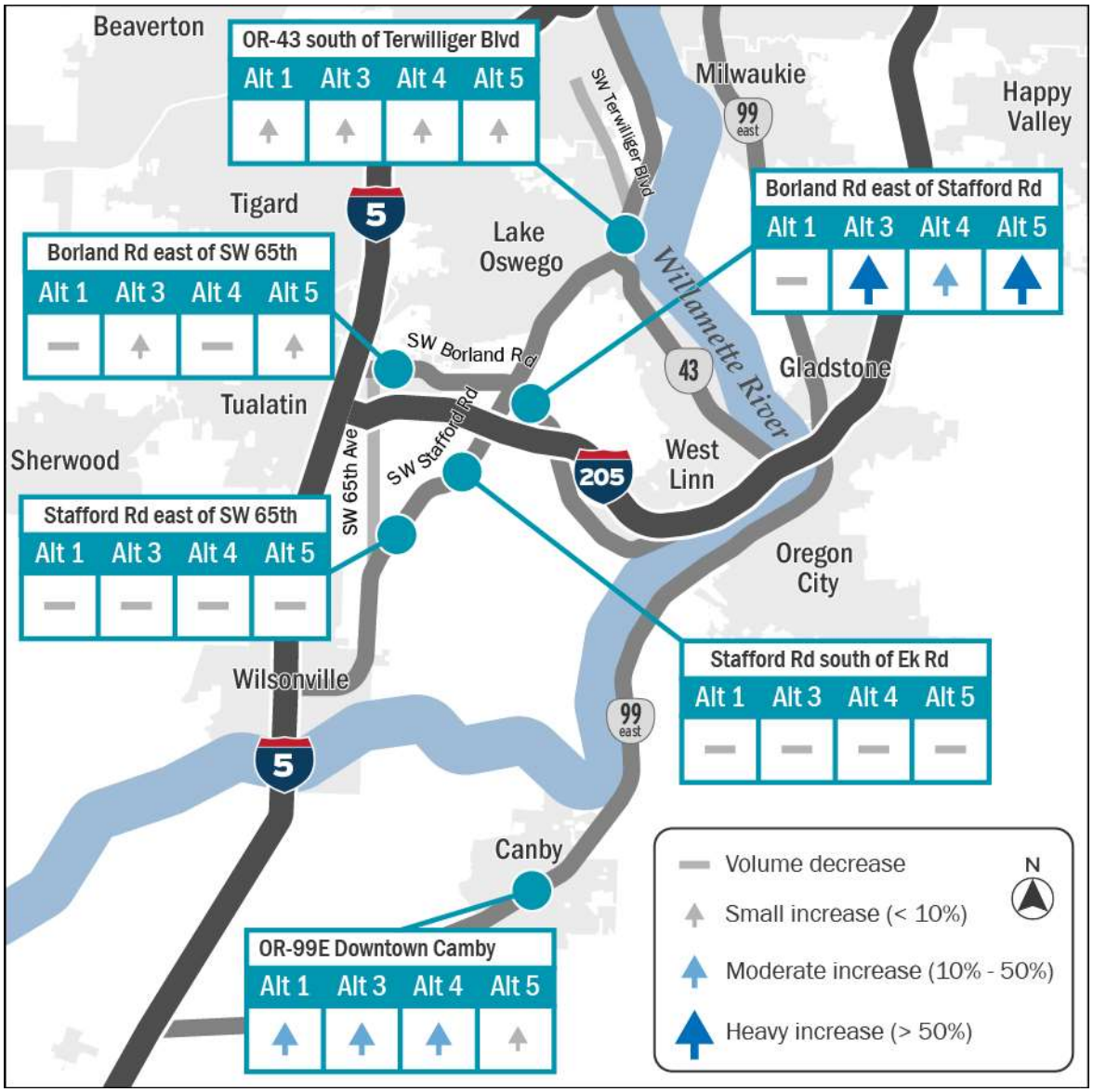

Figure 9: Roadways Near the Alternatives Assessed for Rerouting Effects

Table 13: Percentage Change in Daily Volume on Nearby Roadways

Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 43 south of Terwilliger Blvd	+5 to +10%	+5 to +10%	+5 to +10%	+5 to +10%
Borland Rd east of Stafford Rd	-40 to -50%	+90 to +100%	+30 to +40%	+90 to +100%
Borland Rd east of SW 65th Ave	-10 to -20%	<+2%	-5 to -10%	+5 to +10%
Stafford Road south of Ek Rd	-10 to -20%	-10 to -20%	-10 to -20%	-5 to -10%
Stafford Road east of SW 65th Ave	-10 to -20%	-10 to -20%	-10 to -20%	-2 to -5%
OR 99E Downtown Canby	+30 to +40%	+30 to +40%	+20 to +30%	+2 to +5%

Oregon City

The locations for the assessment of rerouting in Oregon City are shown in Figure 10**Error! Reference source not found.**, which include:

- OR 213 south of the I-205 interchange
- OR 99E near the Oregon City south city limits
- Oregon City Arch Bridge

The Oregon City rerouting assessment also includes two screenlines:

- Downtown Oregon City screenline (east of the Oregon City Arch Bridge/7th Street) includes:
  - OR 99E McLoughlin Boulevard
  - Main Street
  - Railroad Avenue
- North Oregon City Screenline (west of OR 213) includes:
  - Washington Street
  - Abernethy Road
  - S. Anchor Way

Roadways in Oregon City could see significant changes in traffic circulation resulting in both increases and decreases in traffic volume. The larger changes are increases, particularly related to travel through downtown Oregon City and the I-205 interchange with OR 43. The most concentrated and significant impact evident in Alternative 1. Alternatives 4 and 5 would have a more significant increase in traffic volume on roadways included in the north Oregon City screenline (west of OR 213). OR 213 south of I-205 could see decreases in volume under all alternatives except Alternative 5.

Traffic volume increases tend to be less during peak hours than off-peak hours. In addition to volumes compared to the baseline, there are also significant differences in volume changes between alternatives. Daily changes in volume are shown in Table 14 with other hours shown in Appendix I.

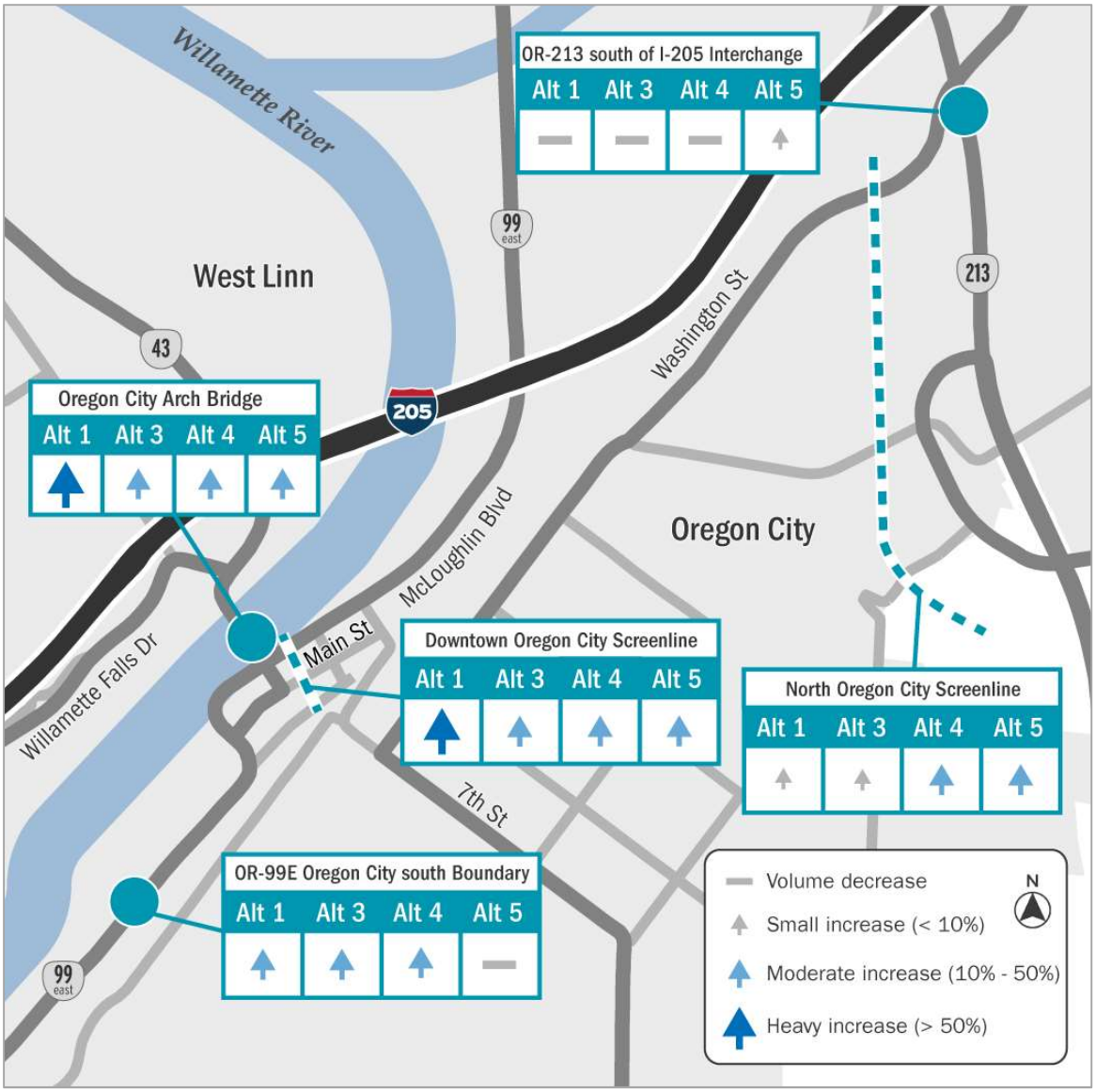

Figure 10: Oregon City Rerouting Assessment Locations

Table 14: Percentage Change in Volume in Oregon City

Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 213 south of I-205 Interchange	-5 to -10%	-5 to -10%	-5 to -10%	+5 to +10%
OR 99E Oregon City South Boundary	+20 to +30%	+20 to +30%	+10 to +20%	-5 to -10%
Oregon City Arch Bridge	+80 to +90%	+30 to +40%	+30 to +40%	+20 to +30%
Downtown Oregon City Screenline	+80 to +90%	+40 to +50%	+30 to +40%	+10 to +20%
North Oregon City Screenline	+5 to +10%	+2 to +5%	+30 to +40%	+20 to +30%

West Linn

The locations for rerouting assessment in West Linn, as shown in Figure 11, include the following roadways:

- OR 43 south of Glenmorrie Drive
- Willamette Falls Dr east of A Street
- Sunset Avenue west of Willamette Falls Drive (over I-205)
- Rosemont Road north of Santa Anita Drive
- Salamo Road east of 10th Street
- Willamette Falls Drive east of 10th Street

The West Linn assessment also includes the following screenline locations (located just north of I-205):

- OR 43
- A Street

Roadways in West Linn could see significant changes in traffic circulation, both increases and decreases in volume depending on the roadway, alternative, and time of day. Alternative 4 has the greatest potential rerouting effect in most of West Linn. Changes in traffic volume tend to be less during peak hours than during off-peak hours. Daily changes are shown in Table 15. Peak hour changes as well as off-peak changes are shown in Appendix J.

Gladstone

Locations selected for rerouting assessment in Gladstone, as shown in Figure 12, include OR 99E at the Clackamas River and a screenline including several roadways west of Oatfield Road near the I-205 interchange at 82nd Drive such as East Gloucester Street, East Dartmouth Street, and E. Arlington St.

Roadways in Gladstone could see significant changes in volume, both increases and decreases depending on location and alternative, and taken as a whole, there would generally be increases in traffic volumes in Gladstone along the roads studied. Changes in traffic volume tend to be less during peak hours than during off-peak hours. In addition to volumes compared to the baseline, there are also significant differences in volume changes between alternatives, as Gladstone would be substantially more affected by rerouting in Alternatives 4 and 5. Daily changes in volume are shown in Table 16. Peak hour and off-peak changes are shown in Appendix K.

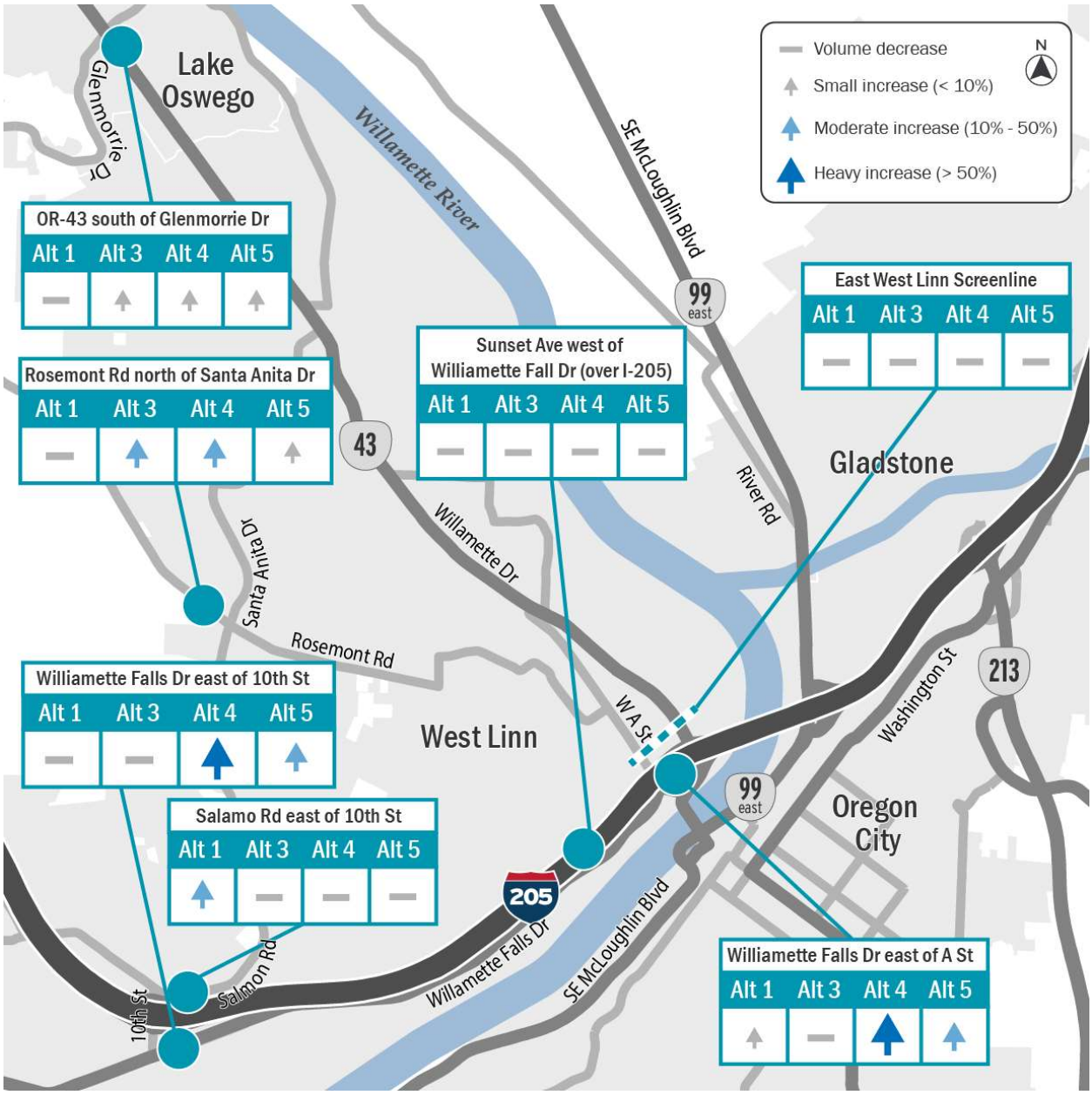

Figure 11: West Linn Rerouting Assessment Locations

Table 15: Percentage Change in Volume in West Linn

Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 43 south of Glenmorrie Dr	-10 to -20%	+2 to +5%	+2 to +5%	<+2%
Willamette Falls Dr east of A St	+2 to +5%	-5 to -10%	+50 to +60%	+10 to +20%
East West Linn Screenline	-20 to -30%	-10 to -20%	-5 to -10%	-10 to -20%
Sunset Ave west of Willamette Falls Dr (over I-205)	<+2%	-5 to -10%	-5 to -10%	-10 to -20%
Rosemont Rd north of Santa Anita Dr	-40 to -50%	+10 to +20%	+10 to +20%	+5 to +10%
Salamo Rd east of 10th St	+30 to +40%	-40 to -50%	-10 to -20%	-30 to -40%
Willamette Falls Dr east of 10th St	-10 to -20%	-40 to -50%	+90 to +100%	+10 to +20%

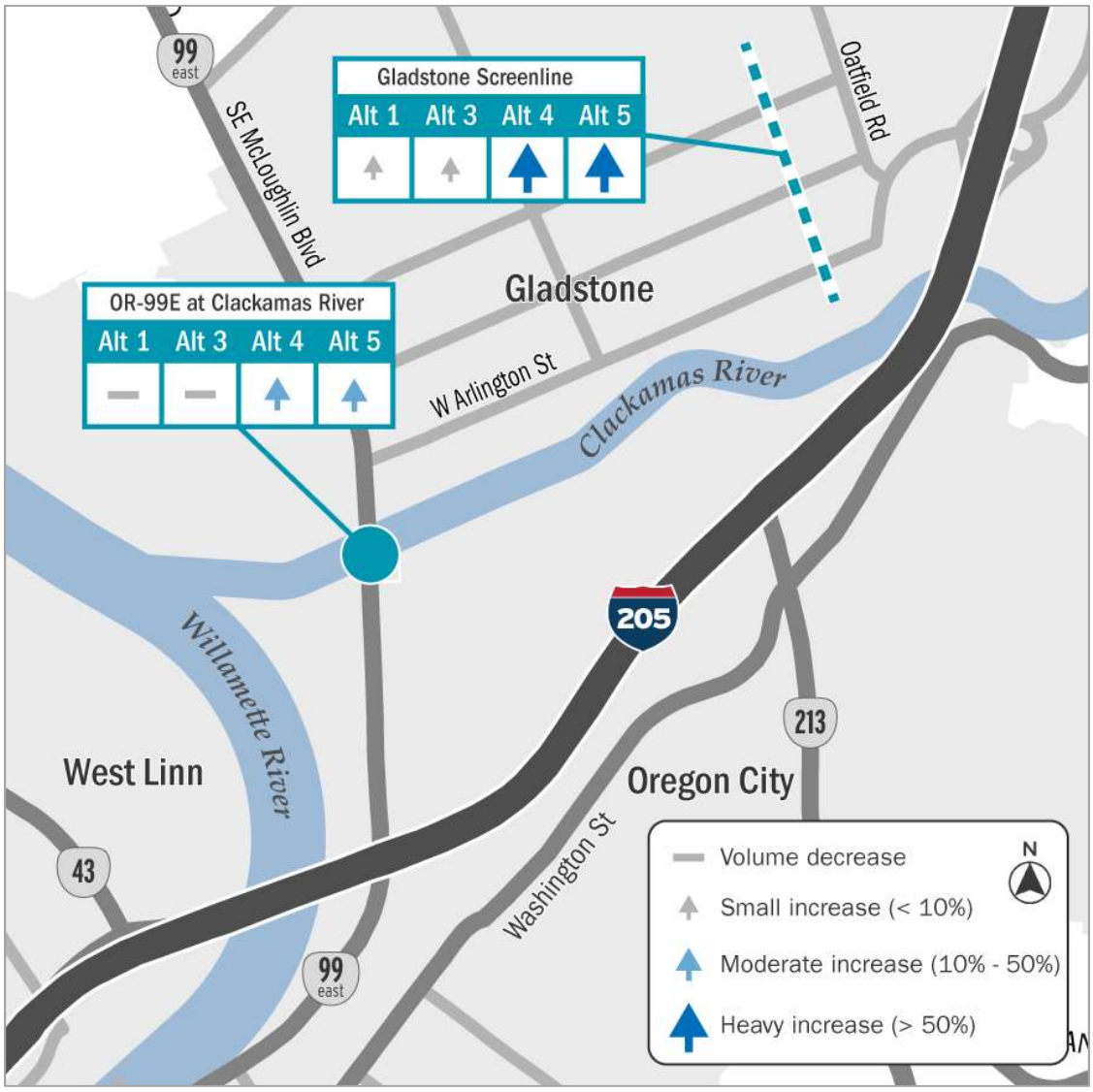

Figure 12: Gladstone Rerouting Assessment Locations

Table 16: Percentage Change in Volume in Gladstone

Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 99E at Clackamas River	-5 to -10%	-5 to -10%	+10 to +20%	+20 to +30%
Gladstone Screenline	+5 to +10%	+2 to +5%	+70 to +80%	>+100%

3.4 Cost and Revenue

Cost and revenue performance measures for each alternative[7] are indexed relative to Alternative 1, as this was the baseline recommendation from the VPFA. Annual adjusted gross toll revenues, as well as toll collection operating and maintenance (O&M) costs, were estimated for the opening year of 2027.[8] In addition, the capital costs needed to implement tolling were estimated and similarly indexed relative to Alternative 1. Indexed values and metrics related to cost and revenue are summarized in Table 17**Error! Reference source not found.** and discussed below. The two most critical measures for this assessment are net toll revenue and toll implementation capital costs.

Table 17: Summary of Indexed Cost and Revenue Metrics and Criteria

	Alt 1	Alt 3	Alt 4	Alt 5
Unique Toll Trips	100%	152%	183%	165%
Adjusted Gross Toll Revenues	100%	114%	126%	110%
Toll Collection O&M Costs	100%	130%	154%	136%
Net Toll Revenue	**100%**	**109%**	**118%**	**102%**
Toll Implementation Capital Costs	**100%**	**136%**	**209%**	**141%**

3.4.1 Unique toll trips

The number of unique toll trips is a key driver in estimating toll collection O&M costs. Table 17 shows the relative levels of unique trips that would be tolled for the four alternatives in 2027, indexed against Alternative 1. Alternative 4 would serves the largest number of toll trips or customers: 83 percent higher than Alternative 1.

The geographic extent of tolling across the alternatives closely correlate with the differences in unique toll trips in each alternative. Tolling in Alternatives 4 and 5 would capture all travel on I-205 between Stafford Road and OR 213, whereas toll trips for Alternative 1 only capture trips crossing the Abernethy Bridge, and Alternative 3 captures only trips crossing the Abernethy Bridge and/or the Tualatin River Bridge. As a result, the differences in unique toll trips do not directly correlate to differences in traffic volumes at any one location.

3.4.2 Adjusted gross toll revenue

The adjusted gross toll revenue (projected for 2027) represents the potential annual toll collections minus the adjustments for the estimated revenue leakage across the alternatives.[9] Leakage refers to the percentage of trips for which tolls will not be collected and is assumed to

[7] Cost and revenue measures do not apply to the 2027 No Build Alternative as a basis of comparison.

[8] The toll revenue, O&M, and capital costs estimations are subject to change depending on the underlying assumptions of the regional travel demand model as well as current assumptions regarding the tolling concepts of operations.

[9] Revenue leakage results from occasional electronic toll collection technology issues, unreadable license plates, invalid vehicle owner address for mailing a toll bill to a non-account customer, and non-payment of toll bills mailed to customers without an account

be constant across the alternatives. The leakage varies only by the number of toll trips and the level of the associated tolls that are not collected.

3.4.3 Annual toll collection O&M costs

The indexed values for toll collection O&M costs summarized in Table 17 represent the relative differences across the four alternatives in 2027. Toll collection O&M costs include:

- Roadway toll system (RTS) toll equipment maintenance (both vendor and ODOT)
- Back office system (BOS) software operations and support
- Customer service center (CSC) operations including account management, toll bill mailings, and staffing at retail locations and call centers
- Fees for processing bank card (credit/debit) payments
- ODOT and consultant staffing, including management, marketing, accounting and administrative functions

Some of the toll collection cost components vary with the number of toll locations or the number of toll trips. As such, Alternative 4 has the highest annual toll collection O&M costs, owing to both the highest number of lanes with toll points and the highest number of unique toll trips.

3.4.4 Net toll revenue

While adjusted gross toll revenues and toll collection O&M costs are both key evaluation measures, net revenues provide an evaluation measure that combines these two measures along with roadway facility O&M costs. Roadway maintenance costs are not assumed to vary across the alternatives (and thus not evaluated separately) but are necessary to capture all the costs that would likely be paid from tolls to provide a complete assessment of relative net toll revenues.

The percentages shown in Table 17 compare 2027 annual net toll revenues across the alternatives. This net revenue measure illustrates how the revenue differences among alternatives more than offset the effect of differing operating costs, as the rank order of alternatives by net revenue matches that for adjusted gross toll revenues. Alternative 4 yields the highest net revenues, despite having the highest toll collection (and overall) O&M costs.

3.4.5 Toll implementation capital costs

Table 17 shows indexed capital costs for implementing tolling for each alternative. These preliminary estimates include acquiring the RTS vendor and equipment, the BOS software vendor, and CSC operations vendor. The RTS elements include gantries at each toll point, tag readers and cameras on the gantries for each lane including shoulders, fixed and dynamic messaging signage, and related telecommunications hardware and equipment, plus the RTS vendor contract procurement costs. BOS and CSC capital costs are captured in the procurement of these vendors. The differences shown are due primarily to lane system (RTS) hardware

requirements according to the number of both mainline and on-ramp lanes with toll points in each direction.

3.5 Implementation and Operations

The evaluation of alternatives for tolling on I-205 also considered qualitative implementation-related criteria that includes the difficulty of implementation, flexibility for managing traffic operations, scalability to a regional toll system, and federal program eligibility. The assessment of alternatives on these criteria is provided in Table 18**Error! Reference source not found.** below. Discussion on these assessments follow.

Table 18: Summary of Implementation Assessment

Implementation and Operations	Alt 1	Alt 3	Alt 4	Alt 5
Difficulty of implementation	Low	Low	Medium	Medium
Operational Flexibility	Low	Medium	High	Low
Scalability to a regional system	Medium	Medium	High	Low
Federal program eligibility	High	High	Medium	Medium

3.5.1 Difficulty of implementation

The project team assessed the relative effort of implementing each of the alternatives, basing it on their engineering judgement, and incorporated several factors including:

- Overall complexity of the tolling approach
- Complexity of trip-building (determining the correct toll for drivers who are in multiple toll segments in a single trip)
- Difficulty in communicating the concept with the public
- Complexity of communicating toll rates to the public

Having a "low" level of difficulty is most desirable for this evaluation. As Table 18 shows, Alternatives 1 and 3 are the least complex to deploy as single point tolls on one or two bridges along I-205, with Alternative 1 as the overall least difficult with only one single toll on the Abernethy Bridge. Note that none of the alternatives are expected to be particularly difficult to implement.

3.5.2 Operational Flexibility

Operational Flexibility refers to the system's ability to influence traffic operations and congestion on the interstate network to improve the overall efficiency of the transportation system. In general, this requires more tolling points or zones compared with alternatives with fewer. With a single tolling point, Alternative 1 can influence traffic operations in a relatively small area. Alternative 5 can influence traffic operations over a larger area; however, since only a single toll can be applied to the entire tolled area, it cannot be "fine-tuned" to specific locations, and it is possible that a toll change needed to improve traffic operations in one area

could be detrimental in another. This could happen in situations where volume on one segment is too high and should be reduced while additional capacity exists on another segment in the toll zone. Alternatives 3, with two tolling points, and Alternative 4 with four tolling points would perform better in this criterion.

3.5.3 Scalability to a regional tolling system

This project is part of a larger ODOT Toll program; it is therefore necessary to have the potential to expand the tolling system to other interstate and state highways (controlled-access highways). The VPFA noted that the extension of tolling along the entirety of the I-5 and I-205 corridors and to other regional highways (e.g., I-84 and I-405) may be desirable in the future to manage congestion. Considerations for assessing this criterion include the complexity of the configuration at a regional scale and the potential of each configuration to effectively manage regional congestion.

The single-point tolling systems proposed under Alternatives 1 and 3 have a moderate level of scalability as it would be relatively easy to operate a network of single point tolls. However, it may be more difficult to effectively manage congestion and less likely to demonstrate a multi-segment toll system as originally envisioned in the VPFA. Alternative 4 has high applicability for a regional system, as segment-based tolling is already used frequently on congestion-priced express lanes and managed lanes networks in the U.S. Alternative 5 has a low level of applicability as it is unlikely a single zone would be as effective at managing congestion over a larger geographic area, and even a system based on larger multiple-zones throughout the region would limit flexibility for optimal traffic management. Operating multiple zones could be more effective at managing congestion but would be much more complex to operate relative to single point tolls or segment-based tolling. Furthermore, it could create undesired rerouting patterns concentrated near the extents of the zones.

3.5.4 Federal program eligibility

This criterion assesses the likely eligibility of each alternative under potential federal tolling authorization programs: Section 129 "mainstream tolling" authority or the Value Pricing Pilot Program (VPPP). Section 129 is an easier and more predicable process for states to undertake but has more restrictions on where and how tolling can occur. The VPPP allows for a wider range of configurations but requires discretionary approval of the U.S. Secretary of Transportation and entails a significant amount of uncertainty regarding when approval can be expected. The assessment of alternatives with regard to federal program eligibility is based on the engineering judgement of the project team.

Section 129 allows tolling to occur on reconstructed bridges. As such, Alternatives 1 and 3, which place tolls on bridges that are to be reconstructed, are both very likely to be eligible under both Section 129 and are rated "high." Section 129 furthermore allows for some leeway in tolling on the approaches to bridges, so it is possible that Alternatives 4 and 5 would be eligible, but this would require interpretation of the relevant statutes and concurrence from the Federal Highway Administration (FHWA). All alternatives are likely eligible under the VPPP, although

the FHWA would have to confirm and formally approve of any alternatives advancing under the VPPP.

4.0 CONCLUSIONS AND PRELIMINARY RECOMMENDATIONS

All of the alternatives considered could provide a tolling system on I-205 that would both manage congestion and raise revenue. As demonstrated in this report, there are tradeoffs among the alternatives, and there is no single alternative that scores best in all criteria.

In terms of impacts to the Portland region as a whole, no alternative produces major regional impacts, particularly during congested peak hours. There are not expected to be major changes to traffic patterns away from the tolled segment of I-205 or major changes in mode choice related to tolling under 2027 modeled conditions. While limited in scale, there may be some positive changes in shifting SOV to HOV and reducing VMT and VHT in the regional transportation system.

Perhaps the largest single concern in evaluating alternatives is the effect on roadways in the vicinity of I-205 tolling due to local rerouting. While the complete effect on rerouting cannot be precisely identified by the regional model (especially when also considering the potential for shifts in the time of trips or changes in destination to avoid tolls), the influence of these factors is likely to positively affect traffic operations on I-205. Specific local congestion effects (e.g., key intersection traffic performance relative to jurisdictional mobility standards) will be assessed through the NEPA evaluation of impacts. Additional study on the effects of rerouting on local roadways will be part of subsequent analysis using the DTA modeling tool, which will provide much more detail on rerouting impacts for use in analyzing alternatives and ultimately identifying the preferred alternative.

Based on the evaluation presented in this report, the technical team's preliminary recommendation is that the following alternatives advance for further development and analysis in the NEPA process:

- **Alternative 3 (Individual tolls on the Abernethy and Tualatin River Bridges)** – This alternative is effective at managing traffic congestion on I-205 and generating revenue. It reduces the potential for a concentrated rerouting pattern resulting through Oregon City compared to Alternative 1. The segment-based approach could be scaled to other future tolling applications in the region. Notably, Alternative 3 is likely eligible under Section 129 federal tolling authority.
- **Alternative 4 (Segment-based tolls between Stafford Road and OR 213)** – This alternative covers the greatest portion of I-205 and therefore offers the most flexibility and adaptability to manage demand on I-205. Alternative 4 retains the most users and offers motorists the option of a lower toll if they are travelling locally (entering or existing I-205 so as not to use all tolled segments). Furthermore, because of its significant coverage of the I-205 network and higher number of segments, localized rerouting effects are less concentrated on any particular route or area such as the Arch Bridge, downtown Oregon City or West Linn. With

the highest potential net toll revenue of any alternative, and the greatest flexibility in application, toll rates and associated schedules can be readily developed to limit rerouting to adjacent communities and roadways. Finally, the segment-based approach of this alternative can be most readily scaled to future tolling applications in the region.

The technical team recommends that the following alternatives do not proceed to further analysis in the NEPA processes at this time:

- **Alternative 1 (Abernethy Bridge toll)** – This alternative is very simple to implement and would be eligible under Section 129 federal tolling authority; however, it performs poorly in several performance measures and potentially results in concentrated impacts to nearby roadways in Oregon City. In addition, it has the lowest net revenue potential of all the alternatives.
- **Alternative 2 (Abernethy Bridge toll, with off-bridge tolling gantries)** – Although this alternative is designed to address the rerouting effects, it is relatively undifferentiated from Alternative 1, as the regional travel demand model results indicate most rerouting would be due to circulation changes in the I-205 interchange access rather than toll avoidance by through trips getting on and off I-205 on the same trip. The general performance and outcomes are expected to be fairly similar to Alternative 1.
- **Alternative 5 (Single zone toll between Stafford Road and OR 213)** – The zone-based approach of this alternative prices through trips (that traverse the entirety of the tolled area) the same as local trips (that only traverse a portion of the tolled area), effectively underpricing longer trips and overpricing shorter trips, relative to the other Alternatives, especially Alternative 4. Alternative 5 performs well in terms of limiting regional rerouting, although it does result in some concentrated local impacts at the outer extents of the toll zone, such as in Gladstone. By making a trip within the zone the same cost regardless of trip length, through trips are incentivized to stay on I-205 do to lower costs. Conversely, there is a cost (compared to other alternatives) for some local trips that could cause congestion on adjacent facilities. While Alternative 5 performs well on through trip rerouting and regional performance due to its zone tolling approach, Alternative 4 is flexible enough to accommodate a segment-based approach that could perform similarly. Furthermore, the zone tolling approach would present a challenge for future integration with tolling on I-5 or other regional roadways.

Appendices

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TABLE A- A. Change in Regional VMT Detail

Change in regional daily VMT relative to the baseline				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
Freeway	-338,000	-413,000	-463,000	-213,000
Non-Freeway	+117,000	+179,000	+185,000	+94,000
Total	-221,000	-234,000	-278,000	-119,000
Change in VMT during the a.m. peak (7 a.m. to 8 a.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
Freeway	-8,000	-11,000	-8,000	+2,000
Non-Freeway	-4,000	0	-4,000	-5,000
Total	-12,000	-11,000	-12,000	-3,000
Change in VMT during the p.m. peak (5 p.m. to 6 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
Freeway	-11,000	-14,000	-12,000	-1,000
Non-Freeway	-2,000	+2,000	-3,000	-3,000
Total	-13,000	-12,000	-15,000	-4,000
Change in VMT during the afternoon off-peak (2 p.m. to 3 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
Freeway	-30,000	-37,000	-36,000	-19,000
Non-Freeway	+15,000	+20,000	+17,000	+10,000
Total	-15,000	-17,000	-19,000	-9,000
Change in VMT during the evening off-peak (8 p.m. to 9 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
Freeway	-20,000	-23,000	-29,000	-16,000
Non-Freeway	+11,000	+13,000	+16,000	+9,000
Total	-9,000	-10,000	-13,000	-7,000

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TABLE A- B. Change in Regional VHT Detail

Change in regional daily VHT				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
Freeway	-11,400	-13,300	-14,300	-10,200
Non-Freeway	+10,300	+8,900	+9,300	+5,000
Total	-1,100	-4,400	-5,000	-5,200
Change in regional VHT in the a.m. Peak (7 a.m. to 8 a.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
Freeway	-1,100	-1,200	-1,200	-1,000
Non-Freeway	+200	0	-200	-300
Total	-900	-1,200	-1,400	-1,300
Change in regional VHT during the p.m. Peak (5 p.m. to 6 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
Freeway	-1,100	-1,200	-1,200	-1,000
Non-Freeway	+300	+100	-100	-100
Total	-800	-1,100	-1,300	-1,100
Change in regional VHT during the afternoon off-peak (2 p.m. to 3 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
Freeway	-700	-900	-900	-600
Non-Freeway	+1,100	+1,000	+900	+600
Total	+400	+100	0	0
Change in regional VHT during the evening off-peak (8 p.m. to 9 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
Freeway	-300	-400	-500	-300
Non-Freeway	+500	+500	+600	+400
Total	+200	+100	+100	+100

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TABLE A- C. Change in I-205 Daily Vehicular Throughput Detail for 2027

Change in I-205 daily vehicular throughput				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
Between Stafford Road and 10th Ave	-17%	-36%	-31%	-17%
Between 10th Ave and OR 43	-23%	-24%	-36%	-11%
Between OR 43 and OR 99E	-48%	-33%	-33%	-17%
Between OR 99E and OR 213	-28%	-19%	-40%	-30%
Change in I-205 daily vehicular throughput during the a.m. peak (7 a.m. to 8 a.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
Between Stafford Road and 10th Ave	+3%	-15%	-3%	+4%
Between 10th Ave and OR 43	-4%	-4%	-5%	+10%
Between OR 43 and OR 99E	-30%	-16%	-12%	-1%
Between OR 99E and OR 213	-16%	-7%	-20%	-18%
Change in I-205 daily vehicular throughput during the p.m. peak (5 p.m. to 6 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
Between Stafford Road and 10th Ave	-2%	-20%	-9%	-1%
Between 10th Ave and OR 43	-10%	-7%	-10%	+6%
Between OR 43 and OR 99E	-33%	-19%	-15%	-3%
Between OR 99E and OR 213	-18%	-9%	-24%	-21%
Change in I-205 daily vehicular throughput during the afternoon off-peak (2 p.m. to 3 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
Between Stafford Road and 10th Ave	-29%	-55%	-42%	-26%
Between 10th Ave and OR 43	-40%	-41%	-48%	-20%
Between OR 43 and OR 99E	-60%	-45%	-42%	-25%
Between OR 99E and OR 213	-37%	-28%	-49%	-36%
Change in I-205 daily vehicular throughput during the evening off-peak (8 p.m. to 9 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
Between Stafford Road and 10th Ave	-40%	-57%	-60%	-41%
Between 10th Ave and OR 43	-47%	-47%	-75%	-36%
Between OR 43 and OR 99E	-81%	-62%	-65%	-39%
Between OR 99E and OR 213	-47%	-38%	-70%	-51%

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TABLE A- D. Change in Volume at Select I-205 Locations Detail for 2027

Daily percentage change in volume at select I-205 locations				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
I-205 between I-5 and Stafford Rd	-10 to -20%	-20 to -30%	-20 to -30%	-10 to -20%
I-205 north of 82nd Dr	-5 to -10%	-5 to -10%	-10 to -20%	-5 to -10%
Percentage change in volume at select I-205 locations (7:00 a.m. to 8:00 a.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
I-205 between I-5 and Stafford Rd	-2 to -5%	-5 to -10%	-2 to -5%	2 to -5%
I-205 north of 82nd Dr	-2 to -5%	-2 to -5%	-2 to -5%	0 to -2%
Percentage change in volume at select I-205 locations (5:00 p.m. to 6:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
I-205 between I-5 and Stafford Rd	-5 to -10%	-10 to -20%	-5 to -10%	-2 to -5%
I-205 north of 82nd Dr	-5 to -10%	-2 to -5%	-5 to -10%	-2 to -5%
Percentage change in volume at select I-205 locations (2:00 to 3:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
I-205 between I-5 and Stafford Rd	-20 to -30%	-40 to -50%	-30 to -40%	-10 to -20%
I-205 north of 82nd Dr	-10 to -20%	-5 to -10%	-10 to -20%	-5 to -10%
Percentage change in volume at select I-205 locations (8:00 to 9:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
I-205 between I-5 and Stafford Rd	-30 to -40%	-40 to -50%	-50 to -60%	-30 to -40%
I-205 north of 82nd Dr	-10 to -20%	-10 to -20%	-20 to -30%	-10 to -20%

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TABLE A- E. Change in Volume on I-5 Detail

Daily percentage change in volume on I-5				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
I-5 north of I-405	0 to +2%	0 to +2%	0 to +2%	0 to +2%
I-5 Marquam Bridge	0 to +2%	0 to +2%	0 to +2%	0 to +2%
I-5 east of Terwilliger Blvd	+2 to +5%	+2 to +5%	+2 to +5%	0 to +2%
I-5 north of OR 217	+2 to +5%	+2 to +5%	+2 to +5%	0 to +2%
I-5 north of I-205	0 to -2%	-2 to -5%	-2-5%	-2 to -5%
I-5 at Boone Bridge	-2 to -5%	-2 to -5%	-2-5%	0 to +2%
Percentage change in volume on I-5 (7:00 a.m. to 8:00 a.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
I-5 north of I-405	0 to +2%	0 to +2%	0 to +2%	0 to +2%
I-5 Marquam Bridge	0 to +2%	0 to +2%	0 to +2%	0 to +2%
I-5 east of Terwilliger Blvd	0 to +2%	0 to +2%	0 to +2%	0 to +2%
I-5 north of OR 217	0 to +2%	0 to +2%	0 to +2%	0 to -2%
I-5 north of I-205	0 to -2%	-2 to -5%	0 to -2%	0 to -2%
I-5 at Boone Bridge	-2 to -5%	-2 to -5%	0 to -2%	0 to +2%
Percentage change in volume on I-5 (5:00 p.m. to 6:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
I-5 north of I-405	0 to +2%	0 to +2%	0 to +2%	0 to +2%
I-5 Marquam Bridge	0 to +2%	0 to +2%	0 to +2%	0 to +2%
I-5 east of Terwilliger Blvd	0 to +2%	0 to +2%	0 to +2%	0 to +2%
I-5 north of OR 217	0 to +2%	0 to +2%	0 to +2%	0 to -2%
I-5 north of I-205	0 to -2%	-2 to -5%	0 to -2%	0 to -2%
I-5 at Boone Bridge	-2 to -5%	-2 to -5%	0 to -2%	0 to +2%
Percentage change in volume on I-5 (2:00 p.m. to 3:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
I-5 north of I-405	0 to +2%	0 to +2%	0 to +2%	0 to +2%
I-5 Marquam Bridge	+2 to +5%	+2 to +5%	+2 to +5%	0 to +2%
I-5 east of Terwilliger Blvd	+2 to +5%	+2 to +5%	+2 to +5%	0 to +2%
I-5 north of OR 217	+5 to +10%	+2 to +5%	+5 to +10%	+2 to +5%
I-5 north of I-205	0 to -2%	-5 to -10%	-2 to -5%	-2 to -5%
I-5 at Boone Bridge	-5 to -10%	-5 to -10%	-5 to -10%	0 to +2%
Percentage change in volume on I-5 (8:00 p.m. to 9:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
I-5 north of I-405	0 to +2%	0 to +2%	0 to +2%	0 to +2%
I-5 Marquam Bridge	+2 to +5%	+2 to +5%	+2 to +5%	+2 to +5%
I-5 east of Terwilliger Blvd	+5 to +10%	+5 to +10%	+5 to +10%	+5 to +10%
I-5 north of OR 217	+5 to +10%	+5 to +10%	+5 to +10%	+5 to +10%
I-5 north of I-205	0 to -2%	-5 to -10%	-5 to -10%	-2 to -5%
I-5 at Boone Bridge	-2 to -5%	-2 to -5%	-2 to -5%	0 to +2%

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TABLE A- F. Change in Volume on Portland Bridges Detail

Daily percentage change in volume on regional bridges				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
Downtown Portland Bridges Screenline	+2 to +5%	+2 to +5%	+2 to +5%	<+2%
Ross Island Bridge	+2 to +5%	+2 to +5%	+2 to +5%	+2 to +5%
Sellwood Bridge	+5 to +10%	+5 to +10%	+5 to +10%	+2 to +5%
Percentage change in volume on regional bridges (7:00 a.m. to 8:00 a.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
Downtown Portland Bridges Screenline	<+2%	<+2%	<+2%	<+2%
Ross Island Bridge	<+2%	<+2%	<+2%	<+2%
Sellwood Bridge	+2 to +5%	<+2%	<+2%	<+2%
Percentage change in volume on regional bridges (5:00 p.m. to 6:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
Downtown Portland Bridges Screenline	<+2%	<+2%	<+2%	<+2%
Ross Island Bridge	<+2%	<+2%	<+2%	<+2%
Sellwood Bridge	+2 to +5%	<+2%	<+2%	<+2%
Percentage change in volume on regional bridges (2:00 p.m. to 3:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
Downtown Portland Bridges Screenline	+2 to +5%	+2 to +5%	+2 to +5%	+2 to +5%
Ross Island Bridge	+5 to +10%	+2 to +5%	+2 to +5%	+2 to +5%
Sellwood Bridge	+10 to +20%	+5 to +10%	+5 to +10%	+5 to +10%
Percentage change in volume on regional bridges (8:00 p.m. to 9:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
Downtown Portland Bridges Screenline	<+2%	<+2%	+2 to +5%	<+2%
Ross Island Bridge	+5 to +10%	+5 to +10%	+10 to +20%	+5 to +10%
Sellwood Bridge	+10 to +20%	+10 to +20%	+10 to +20%	+10 to +20%

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TABLE A- G. Change in Volume on other Regional Highways Detail

Daily percentage change in volume on other regional highways				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
US 26 west of Skyline Blvd & Scholls Ferry Rd	0 to +2%	0 to +2%	0 to +2%	0 to +2%
OR 217 north of 99W	0 to -2%	0 to -2%	-2 to -5%	0 to -2%
OR 217 east of I-5	0 to -2%	0 to +2%	0 to +2%	0 to +2%
I-84 east of I-5	0 to +2%	0 to +2%	0 to +2%	0 to +2%
I-205 north of I-84	0 to -2%	0 to -2%	0 to -2%	0 to -2%
Percentage change in volume on other regional highways (7:00 a.m. to 8:00 a.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
US 26 west of Skyline Blvd & Scholls Ferry Rd	0 to +2%	0 to +2%	0 to -2%	0 to -2%
OR 217 north of 99W	0 to -2%	0 to -2%	0 to -2%	0 to +2%
OR 217 east of I-5	0 to +2%	0 to +2%	0 to +2%	0 to +2%
I-84 east of I-5	0 to +2%	0 to +2%	0 to +2%	0 to -2%
I-205 north of I-84	0 to -2%	0 to -2%	0 to -2%	0 to -2%
Percentage change in volume on other regional highways (5:00 p.m. to 6:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
US 26 west of Skyline Blvd & Scholls Ferry Rd	0 to +2%	0 to +2%	0 to +2%	0 to -2%
OR 217 north of 99W	0 to -2%	0 to -2%	0 to -2%	0 to +2%
OR 217 east of I-5	0 to +2%	0 to +2%	0 to +2%	0 to +2%
I-84 east of I-5	0 to +2%	0 to +2%	0 to +2%	0 to -2%
I-205 north of I-84	0 to -2%	0 to -2%	0 to -2%	0 to -2%
Percentage change in volume on other regional highways (2:00 p.m. to 3:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
US 26 west of Skyline Blvd & Scholls Ferry Rd	0 to +2%	0 to +2%	0 to +2%	0 to +2%
OR 217 north of 99W	-2 to -5%	-2 to -5%	-2 to -5%	0 to -2%
OR 217 east of I-5	0 to -2%	0 to -2%	0 to -2%	0 to +2%
I-84 east of I-5	0 to +2%	0 to +2%	0 to +2%	0 to +2%
I-205 north of I-84	0 to -2%	0 to -2%	0 to -2%	0 to -2%
Percentage change in volume on other regional highways (8:00 p.m. to 9:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
US 26 west of Skyline Blvd & Scholls Ferry Rd	+2 to +5%	0 to +2%	+2 to +5%	0 to +2%
OR 217 north of 99W	-2 to -5%	-2 to -5%	-2 to -5%	-2 to -5%
OR 217 east of I-5	0 to +2%	0 to +2%	0 to +2%	0 to +2%
I-84 east of I-5	+2 to +5%	+2 to +5%	+2 to +5%	+2 to +5%
I-205 north of I-84	0 to -2%	0 to -2%	0 to -2%	0 to -2%

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TABLE A- H. Change in Volume on Roadways Near I-205 Alternatives Detail

Daily percentage change in volume on nearby roadways				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 43 south of Terwilliger Blvd	+5 to +10%	+5 to +10%	+5 to +10%	+5 to +10%
Borland Rd east of Stafford Road	-40 to -50%	+90 to +100%	+30 to +40%	+90 to +100%
Borland Rd east of SW 65th Ave	-10 to -20%	<+2%	-5 to -10%	+5 to +10%
Stafford Road south of Ek Rd	-10 to -20%	-10 to -20%	-10 to -20%	-5 to -10%
Stafford Road east of SW 65th Ave	-10 to -20%	-10 to -20%	-10 to -20%	-2 to -5%
OR 99E Downtown Canby	+30 to +40%	+30 to +40%	+20 to +30%	+2 to +5%
Percentage change in volume on nearby roadways (7:00 a.m. to 8:00 a.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 43 south of Terwilliger Blvd	+5 to +10%	<+2%	<+2%	<+2%
Borland Rd east of Stafford Road	-40 to -50%	+30 to +40%	-5 to -10%	+20 to +30%
Borland Rd east of SW 65th Ave	-10 to -20%	-2 to -5%	-5 to -10%	+10 to +20%
Stafford Road south of Ek Rd	<+2%	-5 to -10%	<+2%	-2 to -5%
Stafford Road east of SW 65th Ave	-5 to -10%	-2 to -5%	-5 to -10%	<+2%
OR 99E Downtown Canby	+10 to +20%	+10 to +20%	+2 to +5%	-5 to -10%
Percentage change in volume on nearby roadways (5:00 p.m. to 6:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 43 south of Terwilliger Blvd	+5 to +10%	+2 to +5%	<+2%	+2 to +5%
Borland Rd east of Stafford Road	-60 to -70%	+30 to +40%	<+2%	+30 to +40%
Borland Rd east of SW 65th Ave	-10 to -20%	-2 to -5%	-5 to -10%	+2 to +5%
Stafford Road south of Ek Rd	-10 to -20%	-10 to -20%	-5 to -10%	-10 to -20%
Stafford Road east of SW 65th Ave	-10 to -20%	-5 to -10%	-5 to -10%	-2 to -5%
OR 99E Downtown Canby	+10 to +20%	+10 to +20%	+5 to +10%	-2 to -5%
Percentage change in volume on nearby roadways (2:00 p.m. to 3:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 43 south of Terwilliger Blvd	+10 to +20%	+5 to +10%	+5 to +10%	+5 to +10%
Borland Rd east of Stafford Road	-40 to -50%	>+100%	+30 to +40%	>+100%
Borland Rd east of SW 65th Ave	-20 to -30%	+2 to +5%	-20 to -30%	<+2%
Stafford Road south of Ek Rd	-10 to -20%	-30 to -40%	-10 to -20%	-10 to -20%
Stafford Road east of SW 65th Ave	-10 to -20%	-10 to -20%	-10 to -20%	-5 to -10%
OR 99E Downtown Canby	+50 to +60%	+50 to +60%	+40 +50%	+5 to +10%
Percentage change in volume on nearby roadways (8:00 p.m. to 9:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 43 south of Terwilliger Blvd	+10 to +20%	+10 to +20%	+10 to +20%	+10 to +20%
Borland Rd east of Stafford Road	+2 to +5%	>+100%	>+100%	>+100%
Borland Rd east of SW 65th Ave	-2 to -5%	+30 to +40%	+20 to +30%	+50 to +60%
Stafford Road south of Ek Rd	-10 to -20%	-20 to -30%	-20 to -30%	-10 to -20%
Stafford Road east of SW 65th Ave	-10 to -20%	-10 to -20%	-10 to -20%	-10 to -20%
OR 99E Downtown Canby	+50 to +60%	+50 to +60%	+40 to +50%	+5 to +10%

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TABLE A- I. Change in Volume in Oregon City Detail

Daily percentage change in volume in Oregon City				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 213 south of I-205 Interchange	-5 to -10%	-5 to -10%	-5 to -10%	+5 to +10%
OR 99E Oregon City South Boundary	+20 to +30%	+20 to +30%	+10 to +20%	-5 to -10%
Oregon City Arch Bridge	+80 to +90%	+30 to +40%	+30 to +40%	+20 to +30%
Downtown Oregon City Screenline	+80 to +90%	+40 to +50%	+30 to +40%	+10 to +20%
North Oregon City Screenline	+5 to +10%	+2 to +5%	+30 to +40%	+20 to +30%
Percentage change in volume in Oregon City (7:00 a.m. to 8:00 a.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 213 south of I-205 Interchange	-5 to -10%	<+2%	<+2%	+5 to +10%
OR 99E Oregon City South Boundary	+10 to +20%	+10 to +20%	<+2%	-5 to -10%
Oregon City Arch Bridge	+50 to +60%	+20 to +30%	+10 to +20%	+5 to +10%
Downtown Oregon City Screenline	+50 to +60%	+20 to +30%	+10 to +20%	+5 to +10%
North Oregon City Screenline	-5 to -10%	-5 to -10%	<+2%	+2 to +5%
Percentage change in volume in Oregon City (5:00 p.m. to 6:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 213 south of I-205 Interchange	-5 to -10%	-2 to -5%	-2 to -5%	+5 to +10%
OR 99E Oregon City South Boundary	+10 to +20%	+10 to +20%	<+2%	-5 to -10%
Oregon City Arch Bridge	+50 to +60%	+20 to +30%	+10 to +20%	+5 to +10%
Downtown Oregon City Screenline	+50 to +60%	+20 to +30%	+10 to +20%	+2 to +5%
North Oregon City Screenline	-5 to -10%	-5 to -10%	+2 to +5%	+5 to +10%
Percentage change in volume in Oregon City (2:00 p.m. to 3:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 213 south of I-205 Interchange	-5 to -10%	-5 to -10%	-5 to -10%	+5 to +10%
OR 99E Oregon City South Boundary	+40 to +50%	+40 to +50%	+30 to +40%	-2 to -5%
Oregon City Arch Bridge	+90 to +100%	+40 to +50%	+30 to +40%	+30 to +40%
Downtown Oregon City Screenline	+90 to +100%	+50 to +60%	+30 to +40%	+20 to +30%
North Oregon City Screenline	+10 to 20%	+10 to 20%	+30 to +40%	+20 to +30%
Percentage change in volume in Oregon City (8:00 p.m. to 9:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 213 south of I-205 Interchange	-10 to -20%	-10 to -20%	-10 to -20%	+5 to +10%
OR 99E Oregon City South Boundary	+30 to +40%	+40 to +50%	+30 to +40%	-5 to -10%
Oregon City Arch Bridge	>+100%	+90 to +100%	+80 to +90%	+50 to +60%
Downtown Oregon City Screenline	>+100%	>100%	+90 to +100%	+40 to +50%
North Oregon City Screenline	+40 to +50%	+30 to +40%	>+100%	+70 to +80%

0.

TABLE A- J. Change in Volume in West Linn Detail

Daily percentage change in volume in West Linn				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 43 south of Glenmorrie Dr	-10 to -20%	+2 to +5%	+2 to +5%	<+2%
Willamette Falls Dr east of A St	+2 to +5%	-5 to -10%	+50 to +60%	+10 to +20%
East West Linn Screenline	-20 to -30%	-10 to -20%	-5 to -10%	-10 to -20%
Sunset Ave west of Willamette Falls Dr (over I-205)	<+2%	-5 to -10%	-5 to -10%	-10 to -20%
Rosemont Rd north of Santa Anita Dr	-40 to -50%	+10 to +20%	+10 to +20%	+5 to +10%
Salamo Rd east of 10th St	+30 to +40%	-40 to -50%	-10 to -20%	-30 to -40%
Willamette Falls Dr east of 10th St	-10 to -20%	-40 to -50%	+90 to +100%	+10 to +20%
Percentage change in volume in West Linn (7:00 a.m. to 8:00 a.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 43 south of Glenmorrie Dr	-10 to -20%	-2 to -5%	-2 to -5%	-2 to -5%
Willamette Falls Dr east of A St	-10 to -20%	-10 to -20%	-2 to -5%	-5 to -10%
East West Linn Screenline	-30 to -40%	-10 to -20%	-10 to -20%	-20 to -30%
Sunset Ave west of Willamette Falls Dr (over I-205)	<+2%	+5 to +10%	+2 to +5%	<+2%
Rosemont Rd north of Santa Anita Dr	-40 to -50%	-10 to -20%	-10 to -20%	-20 to -30%
Salamo Rd east of 10th St	+30 to +40%	-30 to -40%	+2 to +5%	-40 to -50%
Willamette Falls Dr east of 10th St	-40 to -50%	-40 to -50%	-10 to -20%	-10 to -20%
Percentage change in volume in West Linn (5:00 p.m. to 6:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 43 south of Glenmorrie Dr	-5 to -10%	<+2%	<+2%	<+2%
Willamette Falls Dr east of A St	-10 to -20%	-10 to -20%	-2 to -5%	-10 to -20%
East West Linn Screenline	-20 to -30%	-10 to -20%	-10 to -20%	-20 to -30%
Sunset Ave west of Willamette Falls Dr (over I-205)	-2 to-5%	+5 to +10%	-2 to-5%	-2 to -5%
Rosemont Rd north of Santa Anita Dr	-50 to -60%	-10 to -20%	-10 to -20%	-20 to -30%
Salamo Rd east of 10th St	+60 to +70%	-30 to -40%	+5 to +10%	-20 to -30%
Willamette Falls Dr east of 10th St	-30 to -40%	-40 to-50%	-2 to-5%	-10 to -20%
Percentage change in volume in West Linn (2:00 p.m. to 3:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 43 south of Glenmorrie Dr	-10 to -20%	+2 to +5%	+2 to +5%	<+2%
Willamette Falls Dr east of A St	+30 to +40%	+10 to +20%	+50 to +60%	+20 to +30%
East West Linn Screenline	-20 to -30%	-10 to -20%	-2 to -5%	-10 to -20%
Sunset Ave west of Willamette Falls Dr (over I-205)	-2 to -5%	-5 to -10%	-10 to -20%	-10 to -20%
Rosemont Rd north of Santa Anita Dr	-50 to -60%	+20 to +30%	+10 to +20%	+5 to +10%
Salamo Rd east of 10th St	+50 to +60%	-30 to -40%	-10 to -20%	-30 to -40%
Willamette Falls Dr east of 10th St	+50 to +60%	+2 to +5%	>+100%	+60 to +70%
Percentage change in volume in West Linn (8:00 p.m. to 9:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 43 south of Glenmorrie Dr	-5 to -10%	+5 to +10%	+10 to +20%	+10 to +20%
Willamette Falls Dr east of A St	+70 to +80%	+20 to +30%	>+100%	>+100%
East West Linn Screenline	-20 to -30%	-10 to -20%	-5 to -10%	-10 to -20%
Sunset Ave west of Willamette Falls Dr (over I-205)	-2 to -5%	-10 to -20%	-10 to -20%	-10 to -20%
Rosemont Rd north of Santa Anita Dr	-10 to -20%	>+100%*	>+100%*	>+100%*
Salamo Rd east of 10th St	+10 to +20%	-60 to -70%	-60 to -70%	-60 to -70%
Willamette Falls Dr east of 10th St	>+100%*	-20 to -30%	>+100%	>+100%

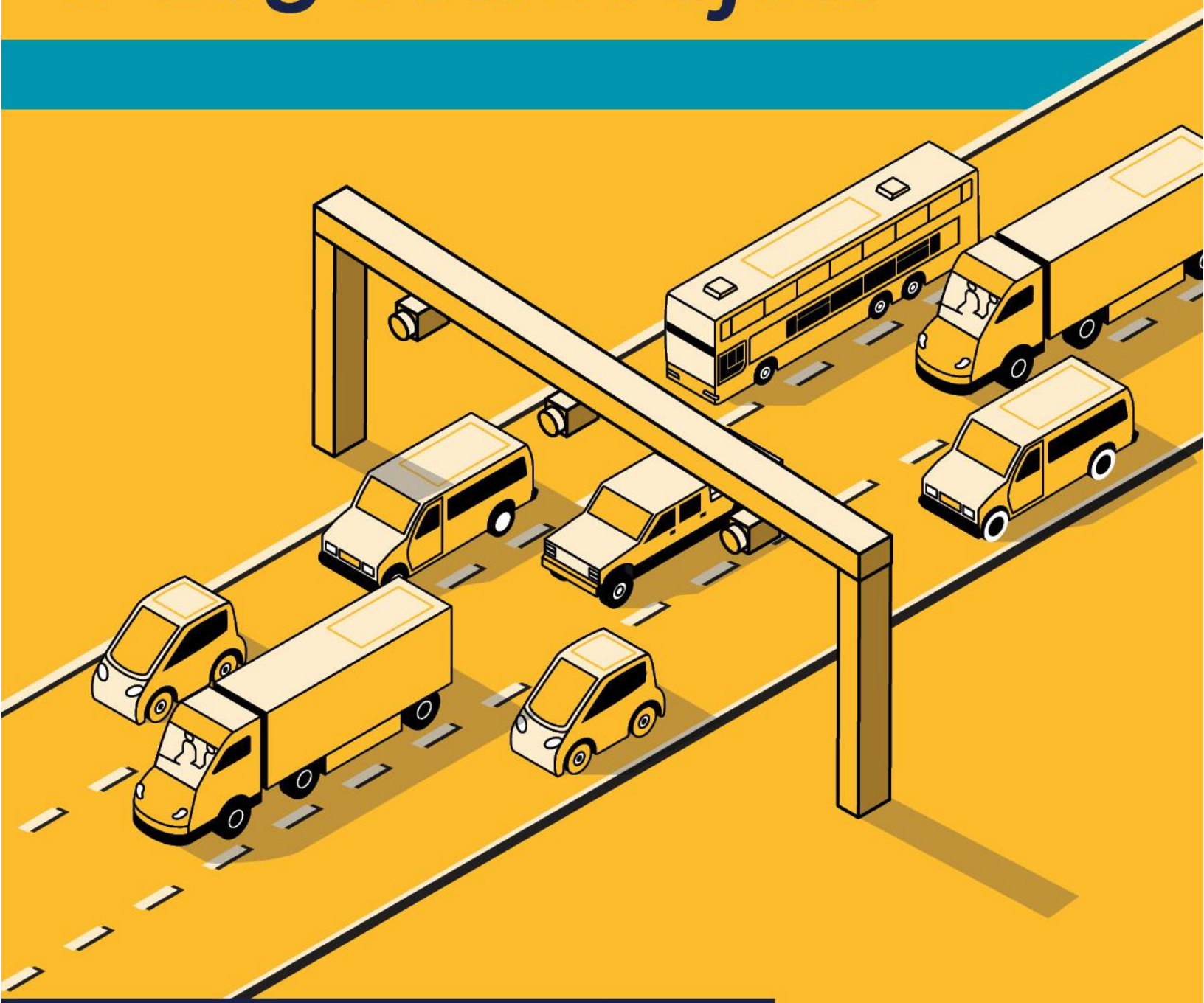
** Represents less than 200 vehicle change*

0.

TABLE A- K. Change in Volume in Gladstone Detail

Daily percentage change in volume in Gladstone				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 99E at Clackamas River	-5 to -10%	-5 to -10%	+10 to +20%	+20 to +30%
Gladstone Screenline	+5 to +10%	+2 to +5%	+70 to +80%	>+100%
Percentage change in volume in Gladstone (7:00 a.m. to 8:00 a.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 99E at Clackamas River	-5 to -10%	-2 to -5%	+10 to +20%	+20 to +30%
Gladstone Screenline	+2 to +5%	<+2%	+60 to +70%	>+100%
Percentage change in volume in Gladstone (5:00 p.m. to 6:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 99E at Clackamas River	-5 to -10%	-2 to -5%	+5 to +10%	+20 to +30%
Gladstone Screenline	+5 to +10%	+5 to +10%	+50 to +60%	>+100%
Percentage change in volume in Gladstone (2:00 p.m. to 3:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 99E at Clackamas River	-10 to -20%	-5 to -10%	+10 to +20%	+20 to +30%
Gladstone Screenline	+10 to +20%	+2 to 5%	>+100%	>+100%
Percentage change in volume in Gladstone (8:00 p.m. to 9:00 p.m.)				
Change Relative to 2027 Baseline	Alt 1	Alt 3	Alt 4	Alt 5
OR 99E at Clackamas River	-5 to -10%	-5 to -10%	+20 to +30%	+10 to +20%
Gladstone Screenline	+2 to 5%	<+2%	+90 to +100%	+60 to +70%

I-205 Toll Project



Draft Agency Coordination Plan

VERSION 1

July 16, 2020

Oregon Department of Transportation

I-205 Toll Project

Draft

Agency Coordination Plan

VERSION 1

Prepared for:

Oregon Department of Transportation

Prepared by:

WSP USA
851 SW 6th Ave, Suite 1600
Portland, OR 97204

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1.0 INTRODUCTION

This plan is being prepared to coordinate agency involvement during preparation of the Environmental Assessment (EA) for the Interstate 205 (I-205) Toll Project (Project) under the National Environmental Policy Act (NEPA). Lead agencies are required by 23 USC 139 (g) to prepare a plan for coordinating public and agency participation in and comment on the environmental review process and a schedule for completion of the environmental review process for the Project.

This plan is intended to identify how agencies and tribes will be engaged by the lead agencies and to identify roles and responsibilities of participating agencies and tribes during environmental review. The coordination plan may be updated periodically to reflect changes to the Project schedule and to note coordination activities over the course of the Project.

2.0 PROJECT BACKGROUND AND DESCRIPTION

A 3.3 percent population increase in the Portland metro area from 2015 to 2017 and strong economic growth during these years resulted in a 20.1 percent increase in vehicle hours of delay and 13.4 percent increase in hours of congestion on the highway and regional corridor system. Daily vehicle hours of delay for I-205 increased by 25 percent in each direction from 2015 to 2017, indicating that the extent and duration of congestion in the corridor continues to increase and that travel continues to become less and less reliable (ODOT 2018).

More than 100,000 vehicles use the section of I-205 between Stafford Road and Oregon Route 213 (OR 213) each day (ODOT 2019). Northbound I-205 from I-5 to the Abernethy Bridge has been identified as one of the region's top recurring bottlenecks during the evening commute. This section of I-205 experiences 3.5 hours of congestion in the evening, from 2:45 p.m. to 6:15 p.m. Southbound I-205 from Oregon Route 212 (OR 212) to the Abernethy Bridge experiences over 3 hours of congestion in the morning from 6:00 a.m. to 9:15 a.m. (ODOT 2018). In total, the section of I-205 between Stafford Road and OR 213 experiences approximately 6.75 hours of congestion daily. Improvements are planned for this same stretch of I-205 as part of ODOT's I-205 Improvements: Stafford Road to OR 213 Project, which would add a third lane in each direction and upgrade Abernethy Bridge and eight other I-205 bridges to withstand a major earthquake.

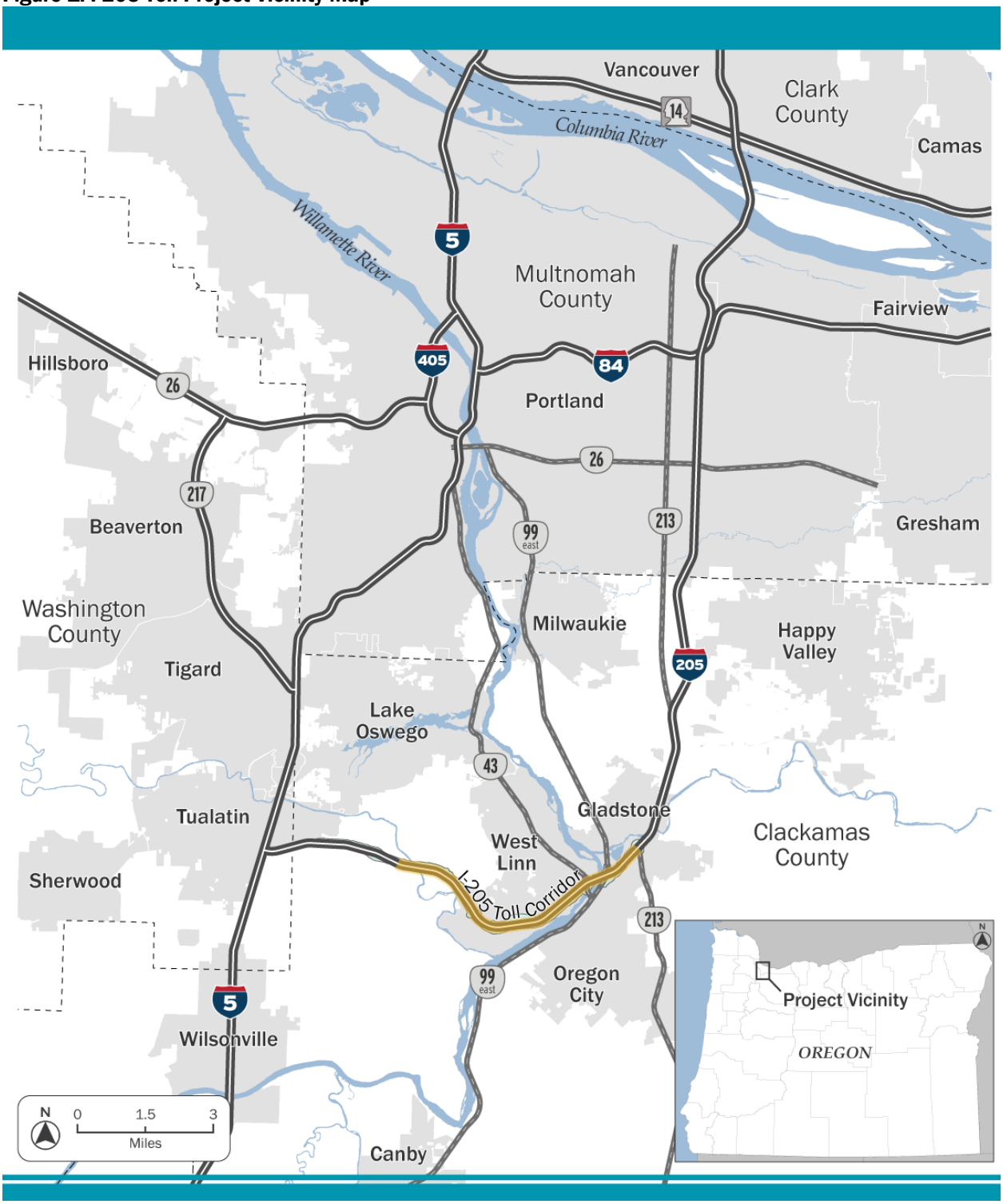
The population of the Portland metro region is expected to grow from 2.5 million residents in 2018 to over 3 million in 2040 (23 percent) and over 3.5 million in 2060 (43 percent), further exacerbating existing congestion problems (Census Reporter 2018; Metro 2016).

The purpose of the Project is to manage congestion on I-205 between Stafford Road and OR 213 and raise revenue through variable-rate tolls to fund congestion relief projects in accordance with HB 2017. The Project would toll all lanes of I-205 on or near the Abernethy Bridge to both improve congestion and raise revenue. Project impacts are primarily anticipated to be associated with changes in travel patterns that could result from the implementation of tolling.

3.0 PROJECT VICINITY MAP

Figure 1 provides a map of the project vicinity.

Figure 1. I-205 Toll Project Vicinity Map



4.0 AGENCY AND PUBLIC PARTICIPATION

4.1 Agency Roles and Responsibilities

Federal regulations (23 USC 139) require that opportunities be provided for federal, state, and local agencies that have jurisdiction by law or a special interest in the project to formally participate in the project's environmental review process. Three categories of agencies are involved:

- **Lead** – FHWA is the lead federal agency for NEPA compliance on the Project. Serving as a joint lead agency with FHWA, ODOT will share in the responsibility to prepare the NEPA document.
- **Cooperating** – A cooperating agency is any federal agency, other than a lead agency, that has jurisdiction by law or special expertise with respect to any environmental impact involved in a proposed project or project alternative. No cooperating agencies have been identified for this Project.
- **Participating** – Participating agencies that are not cooperating agencies are those having a specific interest in the Project. Within this Coordination Plan, the term "participating agencies" includes Tribes with an interest in the Project. These groups also to participate in the development of the EA.

4.2 Agency Coordination

The following sections list the lead and participating agencies and their respective responsibilities for the Project.

4.2.1 Lead Agencies

Lead agencies and their responsibilities have been identified in Table 1.

Table 1. Lead Agencies

Agency	Responsibilities
Federal Highway Administration (FHWA)	• Manage 23 USC 139 process; prepare EA; provide opportunity for public, participating and cooperating agency involvement
Oregon Department of Transportation (ODOT)	• Manage 23 USC 139 process; prepare EA; provide opportunity for public, participating and cooperating agency involvement

4.2.2 Participating Agencies

Agencies invited to serve as participating agencies are listed in Table 2. Copies of the invitation letters and responses are included in Attachment A.

Table 2. Agencies and Tribes Invited to be Participating Agencies

Agency	Responsibilities	Status
Federal		
National Marine Fisheries Service (NMFS)	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency: Water quality and species protected under the Endangered Species Act	Pending
U.S. Environmental Protection Agency (US EPA)	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency: environmental or socioeconomic impacts	Pending
U.S. Fish and Wildlife Service (USFWS)	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency: water quality and species protected under the Endangered Species Act	Pending
Tribes		
Confederated Tribes of the Grand Ronde Community of Oregon	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency: archaeology, history, and tribal interests	Pending
Confederated Tribes of Siletz Indians	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency: archaeology, history, and tribal interests	Pending

Agency	Responsibilities	Status
Confederated Tribes of the Umatilla Indian Reservation	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency: archaeology, history, and tribal interests	Pending
Confederated Tribes of the Warm Springs Reservation of Oregon	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency: archaeology, history, and tribal interests	Pending
Confederated Tribes and Bands of the Yakama Nation	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency: archaeology, history, and tribal interests	Pending
Cowlitz Indian Tribe	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency: archaeology, history, and tribal interests	Pending
Nez Perce Tribe	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency: archaeology, history, and tribal interests	Pending
State		
Oregon Department of Environmental Quality (DEQ)	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency: environmental impacts	Pending

Agency	Responsibilities	Status
Oregon Department of Fish and Wildlife (ODFW)	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency: water quality, fish and wildlife species	Pending
Oregon Department of Land Conservation and Development (DLCD)	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency: land use, statewide land use goals	Pending
Oregon Department of Energy (ODOE)	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency: energy	Pending
Oregon Department of State Lands (DSL)	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency: wetlands and waterways, state-owned lands.	Pending
Oregon State Historic Preservation Office (SHPO)	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency: Historic Resources, Archaeological Resources, and Historic Preservation Act Section 106 compliance	Pending
Oregon Tourism Commission (Travel Oregon)	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency: tourism economics	Pending

Agency	Responsibilities	Status
Washington State Department of Transportation (WSDOT)	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency: transportation and transportation planning	Pending
Regional		
C-TRAN	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency	Pending
Metro	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency	Pending
Port of Portland	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency	Pending
Port of Vancouver	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency	Pending
Southwest Washington Regional Transportation Council (RTC)	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency	Pending

Agency	Responsibilities	Status
TriMet	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies for the following technical topics based on the special expertise or jurisdiction of the agency	Pending
Local		
Clackamas County	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending
Clark County	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending
Marion County	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending
Multnomah County	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending
Washington County	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending

Agency	Responsibilities	Status
City of Camas	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending
City of Canby	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending
City of Durham	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending
City of Gladstone	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending
City of Gresham	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending
City of Happy Valley	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending

Agency	Responsibilities	Status
City of Johnson City	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending
City of Lake Oswego	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending
City of Maywood Park	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending
City of Milwaukie	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending
City of Oregon City	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending
City of Portland	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending

Agency	Responsibilities	Status
City of Rivergrove	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending
City of Tigard	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending
City of Tualatin	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending
City of Vancouver	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending
City of Washougal	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending
City of West Linn	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending

Agency	Responsibilities	Status
City of Wilsonville	• Review EA for sufficiency and provide comments • Identify any issues of concern regarding the Project's potential environmental impacts and provide timely input on unresolved issues • Provide comments on the purpose and need; range of alternatives; and methodologies based on the special expertise or jurisdiction of the agency	Pending

4.2.3 Agency Contact Information

Contact information for each of the lead and participating agencies is provided in Table 3.

Table 3. Agency and Tribal Contact Information

Agency	Staff Contact	Title	Email	Phone	Elected Official/ Executive	Title	Email	Phone
Lead Agencies								
Federal Highway Administration (FHWA)	Nathaniel Price	RBSO Manager	nathaniel.price@dot.gov	(503) 316-2566	Phil Ditzler	Division Administrator	Phillip.Ditzler@fhwa.dot.gov	(503) 399-5749
	Emily Cline	Environmental Program Manager	emily.cline@dot.gov	(503) 316-2547				
Oregon Department of Transportation (ODOT)	Lucinda Broussard	Oregon Tolling Program Manager	Lucinda.BROUSSARD@odot.state.or.us		Rian Windsheimer	Region 1 Manager, ODOT	Rian.M.WINDSHEIMER@odot.state.or.us	(503) 731-8256
					Kris Strickler	Director	kristopher.w.strickler@odot.state.or.us	(503) 986-3452
Participating Agencies: Federal								
National Marine Fisheries Service (NMFS)	Tom Loynes	ODOT Liaison to NMFS	Thomas.M.LOYNES@odot.state.or.us	(503) 986-3742	Marc Liverman	Willamette Branch Chief	Marc.Liverman@noaa.gov	(503) 231-2336
U.S. Environmental Protection Agency (US EPA)	Teresa Kubo	NEPA Reviewer, Oregon Operations Office	kubo.teresa@epa.gov	(503) 326-2856	Jil Nogi	Policy and Environmental Review Chief	nogi.jill@epa.gov	(206) 553-1841
U.S. Fish and Wildlife Service (USFWS)					Chris Allen	Acting Aquatics Division Manager	Chris_allen@fws.gov	(503) 231-6906
Tribes								
Confederated Tribes of the Grand Ronde Community of Oregon	David Harrelson	THPO	thpo@grandronde.org	(503) 879-1630	Cheryle Kennedy	Chairwoman	cheryle.kennedy@grandronde.org	(503) 879-2352
Confederated Tribes of Siletz Indians	Robert Kentta	Cultural Resources Director	rkentta@ctsi.nsn.us	(541) 444-2532 (800) 922-1399 (541) 351-0148(c)	Delores Pigsley	Tribal Chairman	dpigsley@msn.com	(541) 444-8203 (503) 393-6516
	Peter Hatch	Cultural Resources Technician	peterh@ctsi.nsn.us					
Confederated Tribes of the Umatilla Indian Reservation	Catherine Dickson	Principal Investigator, Cultural Resources Protection Program	catherinedickson@ctuir.org	(541) 429-7231	Lindsey X. Watchman	Chairman	generalcouncil@ctuir.org	(541) 429-7378
Confederated Tribes of the Warm Springs Reservation of Oregon	Robert Brunoe	THPO	robert.brunoe@ctwsbnr.org thpo@ctwsbnr.org	(541) 553-2001	Raymond Tsumpti	Tribal Chairman	raymondtsumpti@wstribes.org	(541) 553-1161
	Christian Nauer	Archaeologist	christian.nauer@ctwsbnr.org	(541) 553-2026 (541) 460-8448(c)				
	Brad Houslet	Planning Manager	brad.houslet@ctwsbnr.org					
Cowlitz Indian Tribe	Nathan Reynolds	Director Cultural Resources	permitreview@cowlitz.org		William Iyall	Chairman	wiyall@cowlitz.org	(253) 351-7095
	James Gordon	Cultural Resources Technician	permitreview@cowlitz.org	(360) 577-5680				
Confederated Tribes and Bands of the Yakama Nation	Johnson Melnick	Cultural Resources Manager	johnson@yakama.com	(509) 685-7203	Delano Saluskin	Chairman	delano_saluskin@yakama.com	(509) 865-5121
	Casey Barney	Cultural Specialist	Casey_Barney@yakama.com	(509) 865-5121 x 4378				
	Gregg Kiona	Tribal Historian	gregg@yakama.com					
	Noah Oliver	Archaeologist	noah_oliver@yakama.com	(509) 865-5121				

Agency	Staff Contact	Title	Email	Phone	Elected Official/ Executive	Title	Email	Phone
	Jessica Lally	Lead Archaeologist	jessica_lally@yakama.com	(509) 865-5121 ext. 4737				
	Jon Shellenberger	Archaeologist	jon_shellenberger@yakama.com	(509) 865-5121 x 6323				
Nez Perce Tribe	Keith Patrick Baird	Archaeologist/THPO	keithb@nezperce.org	(208) 621-3851 (208) 791-8610(c)	Shannon Wheeler	Chairman	nptec@nezperce.org	(208) 843-7342
State								
Oregon Department of Environmental Quality (DEQ)	Sara Christensen	401 Water Quality Certification Coordinator	christensen.sara@deq.state.or.us	(541) 633-2007	Nina DeConcini	Regional Administrator	nina.deconcini@state.or.us	(503) 229-6271
	Karen Williams		williams.karen@deq.state.or.us karen.williams@state.or.us					
Oregon Department of Fish and Wildlife (ODFW)					Curt Melcher	Director	odfw.info@state.or.us	(503) 947-6000
Oregon Department of Land Conservation and Development (DLCD)					Jim Rue	Director	jim.rue@state.or.us	(503) 934-0002
Oregon Department of Energy (ODOE)					Janine Benner	Director	janine.benner@oregon.gov	(503) 378-4040
Oregon Department of State Lands (DSL)	Russ Klassen	ODOT Liaison	russ.klassen@dsl.state.or.us	(503) 986-5244	Vicki Walker	Director	Vicki.Walker@state.or.us	(503) 986-5224
Oregon State Historic Preservation Office (SHPO)	Jessica Gabriel	Historian	Jessica.Gabriel@oregon.gov	(503) 986-0677	Christine Curran	Heritage Division Manager & Deputy State Historic Preservation Officer	Chrissy.Curran@oregon.gov	(503) 986-0684
Oregon Tourism Commission (Travel Oregon)	Sarah Watson	Manager, Office of the CEO and Commission Administration	sarah@traveloregon.com	(971) 599-5723	Todd Davidson	Chief Executive Officer	todd@traveloregon.com	(503) 967-1568
Washington State Department of Transportation (WSDOT)	Casey Liles	Project Development Manager for Clark County and Columbia Gorge	LilesC@wsdot.wa.gov	(360) 905-2018	Carley Francis	Regional Administrator	FranciC@wsdot.wa.gov	(360) 905-2001
Regional								
C-TRAN	Scott Patterson	Chief External Affairs Officer	ScottP@c-tran.org	(360) 696-4494	Shawn Donaghy	Chief Executive Officer		(360) 696-4494
Metro	Alex Oreschak	Associate Transportation Planner	alex.oreschak@oregonmetro.gov		Tom Hughes	Metro Council President	Tom.Hughes@oregonmetro.gov	(503) 802-5723
	Anne Buzzini		anne.buzzini@oregonmetro.gov		Craig Dirksen	Councilor, Metro	craig.dirksen@oregonmetro.gov	(503) 310-3659
	Elizabeth Mros-O'Hara	Investment Areas Project Manager	elizabeth.mros-ohara@oregonmetro.gov	(503) 797-1641	Shirley Craddick	Councilor Chair, Metro	shirley.craddick@oregonmetro.gov	(503) 666-1657
					Bob Stacey	Councilor, Metro	bobstacey@mac.com	(503) 770-0469
Port of Portland	Emerald Bogue		emerald.bogue@portofportland.com					
Port of Vancouver	Ryan Hart	Chief External Affairs Officer	rhart@portvanusa.com	(360) 823-5299	Curtis Robinhold	Executive Director		(503) 415-6000
Southwest Washington Regional Transportation Council (RTC)	Tom Mills	Service Planning Manager	millst@trimet.org		Doug Kelsey	General Manager, TriMet	Kelseyd@trimet.org	(503) 962-4831

Agency	Staff Contact	Title	Email	Phone	Elected Official/ Executive	Title	Email	Phone
TriMet	Bob Hart	Transportation Section Supervisor	bob.hart@rtc.wa.gov	(564) 397-5206	Matt Ransom	Executive Director	matt.ransom@rtc.wa.gov	(503) 397-5208
Local								
Clackamas County	Jamie Stasny	Regional Transportation and Land Use Policy Coordinator	jstasny@clackamas.us	(503) 742-4339	Paul Savas	Commissioner, Clackamas County	bcc@clackamas.or.us	(503) 655-8581
	Steve Williams	Principal Transportation Planner	swilliams@clackamas.us	(503) 742-4696				
	Tracy Moreland	Policy Advisor	TracyMor@clackamas.us	(503) 742-5974				
	Mike Bezner	Assistant Director of Transportation	MikeBez@clackamas.us	(503) 742-4651				
Clark County	Lindsey Shafar	Senior Legislative Assistant	lindsey.shafar@clark.wa.gov	(564) 397-4157	Eileen J. Quiring	Council Chair, Clark County	eileen.quiring@clark.wa.gov	(564) 397-2232
					Temple Lentz	Councilor, Clark County	temple.lentz@clark.wa.gov	(564) 397-2232
					Gary Medvigy	Councilor, Clark County	gary.medvigy@clark.wa.gov	(564) 397-2232
Marion County					Jan Fritz	Chef Administrative Officer	JFRITZ@co.marion.or.us	(503) 588-5212
Multnomah County	Chris Fick	Chief of Staff	chris.fick@multco.us	(503) 988-7047	Jessica Vega Pederson	Commissioner, Multnomah County	District3@multco.us	(503) 988-5217
	Jessica Berry	Interim Transportation Planning and Development Manager	jessica.berry@multco.us	(503) 988-3897				
	Ian Cannon	Transportation Director & County Engineer	ian.b.cannon@multco.us	(503) 704-5170				
Washington County	Chris Deffebach	Land Use and Transportation Policy Analyst	christina.deffebach@co.washington.or.us	(503) 846-3406	Roy Rogers	Commissioner, Washington County	Roy_Rogers@co.washington.or.us	(503) 846-8681
	Steve Kelley	Senior Transportation Planner	stevel_kelley@co.washington.or.us	(503) 846-3764				
City of Camas	Steve Wall	Public Works Director	swall@cityofcamas.us	(360) 817-1561, ext. 4212	Melissa Smith	Councilor, Camas	msmith@cityofcamas.us	(360) 624-3199
City of Canby	Sandy Freunds	Planning Director	freunds@canbyoregon.gov		Brian Hodson	Mayor, Canby	hodsonb@canbyoregon.gov	(503) 263-5528
City of Durham	Linda Tate	City Administrator	cityofdurham@comcast.net		Gery Schirado	Mayor, Durham	gschirado@msn.com	
City of Gladstone	Jacque Betz	Administrator	betz@ci.gladstone.or.us	(503) 557-2769	Tammy Stempel	Mayor, Gladstone	tstempel@ci.gladstone.or.us	(503) 656-5225
City of Gresham	Jay Higgins	Transportation Planner	Jay.Higgins@greshamoregon.gov	(503) 618-2215	Shane Bemis	Mayor, Gresham	MayorBemis@GreshamOregon.gov	(503) 618-2584
City of Happy Valley	Jaime Huff	Policy Analyst	jaimiel@happyvalleyor.gov	(503) 783-3828	Markley Drake	Councilor, Happy Valley	markleyd@happyvalleyor.gov	(503) 290-6023
City of Johnson City					Vince Ballard	Mayor, Johnson City	vballard35@gmail.com Johnson.city@hotmail.com	(503) 655-9710
City of Lake Oswego	Erica Rooney	City Engineer	erooney@lakeoswego.city		Theresa Kohlhoff	Councilor, Lake Oswego	tkohlhoff@lakeoswego.city	(503) 660-8693
City of Maywood Park					Matthew Castor	Mayor, Maywood Park	office@cityofmaywoodpark.com	(503) 255-9805
City of Milwaukie	Kelly Brooks	Assistant City Manager	brooksk@milwaukieoregon.gov	(503) 786.7573	Mark Gamba	Mayor, Milwaukie	gambam@milwaukieoregon.gov	(971) 404-5274
City of Oregon City	John Lewis	Public Works Director	jmlewis@orcity.org	(503) 496-1545	Dan Holladay	Mayor, Oregon City	dholladay@orcity.org	(971) 269-9471
	Dayna Webb	City Engineer	dwebb@orcity.org	(503) 974-5508				

Agency	Staff Contact	Title	Email	Phone	Elected Official/ Executive	Title	Email	Phone
City of Portland	Emma Sagor	Climate Advisor	emma.sagor@portlandoregon.gov	(503) 823-1530	Chis Warner	Director, Portland Bureau of Transportation	Chris.Warner@portlandoregon.gov	(503 823-1055
	Shoshana Cohen	Mobility Manager	shoshana.cohen@portlandoregon.gov	(503) 823-4466	Chloe Eudaly	Commissioner, Portland	chloe@portlandoregon.gov	(503) 823-4682
	Kristin Hull	Planning Division Manager	Kristin.Hull@portlandoregon.gov	(503) 823-2699				
City of Rivergrove	John Leuthauser	City Manager/Recorder	MANAGER@CITYOFRIVERGROVE.COM	(503) 639.6919	Walt Williams	Mayor, Rivergrove	Manager@cityofrivergrove.com	(503) 639-6919
City of Tigard	Dave Roth	Senior Transportation Planner	daver@tigard-or.gov	(503) 718-2457	Jason Snider	Mayor, Tigard	jason.b.snider@gmail.com	(503) 810-0269
City of Tualatin	Garet Prior	Policy Analyst	gprior@tualatin.gov	(503) 691-3020	Frank Bubenik	Mayor, Tualatin	fbubenik@tualatin.gov	(971) 420-7443
	Mike McCarthy	Principal Transportation Engineer	mmccarthy@tualatin.gov	(503) 691-3674				
City of Vancouver	Aaron Lande	Senior Policy Analyst	aaron.lande@cityofvancouver.us	(360) 487-8612	Anne McEnerny-Ogle	Mayor, Vancouver	anne.mcenerny-ogle@cityofvancouver.us	(360) 487-8629
	Rebecca Kennedy	Long Range Planning Manager	rebecca.kennedy@cityofvancouver.us	(360) 487-7896				
City of Washougal	David Scott	City Manager	david.scott@cityofwashougal.us	(360) 835-8501, ext. 102	Molly Coston	Mayor, Washougal	Molly.Coston@cityofwashougal.us	(360) 835-8501, ext. 100
City of West Linn	Lance Calvert	Public Works Director/City Engineer	LCALVERT@westlinnoregon.gov	(503) 722-3424	Russ Axelrod	Mayor, West Linn	raxelrod@westlinnoregon.gov	(503) 657-0331
City of Wilsonville	Khoi Le	Development Engineering Manager	kle@ci.wilsonville.or.us	(503) 570-1566	Tim Knapp	Mayor, Wilsonville	mayor@ci.wilsonville.or.us	(503) 896-0048

4.3 Tribal Coordination

ODOT will be responsible for consultation under Section 106 of the National Historic Preservation Act. Section 106 consultation will be initiated separately from invitations to serve as participating agencies.

5.0 COORDINATION POINTS AND RESPONSIBILITIES

Table 4 identifies the key coordination points as well as agency responsibilities, and information provided.

ODOT will provide reasonable advance notification to participating agencies for expected review dates. Outside of public comment periods, agencies will be asked to review documents within 2 weeks. These timeframes are considered fixed; if comments are not received within the allotted timeframe ODOT will assume the reviewing agency has no comments. Reviewers shall compile comments from their respective agency and send a single set of comments to ODOT or FHWA when more than one agency staff member reviews a document. Agencies will receive a pdf of each document for review with a matrix in which to provide comments. ODOT will compile all comments and provide point-by-point responses. An example matrix is included in Attachment B.

Table 4. Coordination Points and Responsibilities with Participating Agencies

Coordination Point	Anticipated Timeframe	Agency Providing Information	Information Provided	Agencies Responsible for Commenting	Response Timeframe	Comments Provided or Activity Conducted
Participating Agency Invitation Letters	July/ August 2020	FHWA/ODOT	Mail invitation letters to consider	Cooperating and participating agencies	Accept/decline invitation within 30 days	
Agency Coordination Plan	July/ August 2020	FHWA/ODOT	Distribute Draft Coordination Plan for review	Cooperating and participating agencies	Provide comments within 30 days	
Participating Agency Coordination Meeting	August 2020	FHWA/ODOT	Meetings with agencies and tribes to provide project overview; share and seek input on draft Purpose and Need Statement and Initial Range of Alternatives	Cooperating and participating agencies	RSVP before meeting date	
Draft Purpose and Need Statement	July/ August 2020	FHWA/ODOT	Distribute draft Purpose and Need Statement for review	Cooperating and participating agencies	Provide comments within 45-day public comment period	
Range of Alternatives	July/ August 2020	FHWA/ODOT	Distribute list of initial alternatives being considered	Cooperating and participating agencies	Provide comments within 45-day public comment period	
Impact Assessment Methodology Memoranda	September 2020	FHWA/ODOT	Distribute draft methodology memoranda for review	Cooperating and participating agencies	Provide comments within 14 days	
Identification of the Preferred Alternative	Summer 2021	FHWA/ODOT	Distribute information on the recommended preferred alternative	Cooperating and participating agencies	Provide comments within 14 days	
Draft EA Document	Fall 2021	FHWA/ODOT	Distribute Draft EA for review	Cooperating and participating agencies	Provide comments within 30 to 45-day public comment period	
Decision Document	Spring/ Summer 2022	FHWA	Distribute Decision Document		No comments requested	
Permits and Other Approvals		Permitting Agencies		Permitting agencies		

6.0 REVISION HISTORY

Table 5 lists revisions to the Agency Coordination Plan.

Table 5. Revisions to Agency Coordination Plan

Version	Date	Revisions Made
Version 1	July 16, 2020	n/a

R References

Census Reporter. 2018. Portland-Vancouver-Hillsboro, OR-WA Metro Area. https://censusreporter.org/profiles/31000US38900-portland-vancouver-hillsboro-or-wa-metro-area/. Accessed February 4, 2020.

Metro. 2016. Population Forecast to 2060. https://www.oregonmetro.gov/2060-growth-forecast. Accessed February 4, 2020.

Oregon Department of Transportation (ODOT). 2019. 2018 Transportation Volume Tables. https://www.oregon.gov/ODOT/Data/Documents/TVT_complete_2018.pdf. Accessed February 3, 2020.

Oregon Department of Transportation (ODOT). 2018. Portland Region 2018 Traffic Performance Report. https://www.oregon.gov/ODOT/Projects/Project%20Documents/2018TrafficPerformanceReport.pdf. Accessed February 3, 2020.

Attachment A Agency Invitation Letters and Responses

A copy of the invitation letter sent to all agencies listed in Table 3 will be inserted with copies of responses will be added in the next version of the agency coordination plan.

Attachment B Sample Comment Matrix for Document Reviews

Comments on <Document Name>
Document Date

No.	Commenter	Date	Page	Line	Comment	Response	Resolved?
1	Name, Agency	XX/XX/2020	XX	XX	Insert comment	ODOT provide response	Y/N
2							
3							
4							

Staff Report – Meeting Item

Verizon Wireless Small Cell Franchise and Lease Agreements
Presenter: Steve Wall, Public Works Director

Phone	Email
360.817.7899	swall@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: Cellco Partnership, doing business as (d/b/a) Verizon Wireless and through its local representatives requests a Franchise Agreement with the City for installation of telecommunication facilities within the City right-of-way. The franchise agreement and facilities installed in association with the agreement will be used to serve future small cell wireless sites that will be proposed with future applications by Verizon. The draft ordinance has been reviewed by staff and the City Attorney, as well as Verizon representatives.

In addition to the Franchise Agreement, City and Verizon representatives have developed a License Agreement for Wireless Installations on Public Structures. This License Agreement works with the Franchise Agreement and will be used for each specific Small Cell Wireless antenna location proposed by Verizon. Verizon will fill out the License Agreement as the applicant and City Staff will review and approve once all conditions are met, and then use the License as the tracking mechanism for each site. The License Agreement will be used in addition to any Encroachment Permits and other potential land use permits that are required for Verizon to do the requested work. For reference, the conditions and terms of the attached draft Franchise Agreement and License Agreement are primarily the same as those negotiated with AT&T in the fall of 2019.

The approval process for the Franchise Agreement includes the need to hold a public hearing to receive public testimony. Following the hearing, an Ordinance would be presented to City Council for consideration for adoption. The License Agreement would be approved separately from the Franchise Agreement; however, staff is recommending that it follow a similar review and adoption process.

BUDGET: In accordance with the License Agreement, Verizon will pay to the City $270 per year for each wireless installation located within the City's right-of-way. This annual fee is in addition to any other permit fees collected by the City to process the permit and approve the installation. Additionally, Verizon will pay the City's $5,000 administrative fee for processing of the agreements.

RECOMMENDATION: Staff recommends Council set a date for a public hearing to be held on September 8, 2020 to review the Franchise Ordinance and License Agreement and obtain citizen comments.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CAMAS, WASHINGTON GRANTING CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS A NON-EXCLUSIVE FRANCHISE FOR TEN YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A TELECOMMUNICATIONS SYSTEM, IN, ALONG, UNDER, THROUGH AND BELOW PUBLIC RIGHTS-OF-WAY OF THE CITY OF CAMAS, WASHINGTON

WHEREAS, Verizon, through its wholly owned subsidiary Cellco Partnership d/b/a Verizon Wireless ("VZW") has requested a non-exclusive franchise with the City of Camas ("City") for a period of ten years for the operation of a telecommunications system within the City Right-of-Way; and

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public Right-of-Way; and

WHEREAS, RCW 35A.47.040 grants the City broad authority to grant non-exclusive franchises; and

WHEREAS, VZW wishes to construct, operate and maintain a telecommunications system within the City Right-of-Way; and

WHEREAS, the City Council finds that it is in the best interests of the health, safety and welfare of residents of the Camas community to enter into a non-exclusive franchise with VZW for the operation of a telecommunications system within the City Right-of-Way.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CAMAS, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section I

Grant of Franchise

The Franchise as set forth in the Franchise Agreement attached hereto as Exhibit "A" is hereby granted according to its terms.

Section II

This ordinance shall take effect five (5) days after its publication according to law.

PASSED by the Council and APPROVED by the Mayor this _____ day of _____, 2020.

SIGNED:_____
Mayor

ATTEST:_____
Clerk

APPROVED as to form:

_____
City Attorney

EXHIBIT "A"

FRANCHISE AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF TELECOMMUNICATIONS FACILITIES IN THE CITY OF CAMAS, WASHINGTON

Parties:

City of Camas, a Washington Municipal Corporation ("City")

Cellco Partnership d/b/a Verizon Wireless, a Delaware limited liability company ("VZW").

In consideration of the mutual promises set forth herein, the parties agree as follows:

Section 1. Definitions
The following terms contained herein, unless otherwise indicated, shall be defined as follows:

1.1 VZW: Cellco Partnership d/b/a Verizon Wireless and its respective successors and assigns.

1.2 City: The City of Camas, a municipal corporation of the State of Washington, specifically including all areas incorporated therein as of the effective date of this ordinance and any other areas later added thereto by annexation or other means.

1.3 Days: Calendar days.

1.4 Facilities: All of the equipment, fixtures, appurtenances, and other facilities necessary to furnish and deliver Telecommunications Services, including but not limited to all optical converters, remote radios, multiplexers, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, cut-off switches, electric meters, coaxial cables, fiber optic cables, conduit, wires, telecom demarcation boxes and related materials and equipment; and any and all other equipment, appliances, attachments, appurtenances and other items necessary or incidental to distribution and use of Telecommunications Services and all other facilities associated with the Telecommunications System located in the Right-of-Way, utilized by VZW in the operation of activities for small cell facilities authorized by this Ordinance. The abandonment by VZW of any Facilities as defined herein shall not act to remove the same from this definition.

1.5 Franchise: This document and any amendments or modifications hereto.

1.6 Permitting Authority: The head of the City department authorized to process and grant permits required to perform work in the City's Right-of-Way, or the head of any agency authorized to perform this function on the City's behalf. Unless otherwise indicated, all references to Permitting Authority shall include the designee of the department or agency head.

1.7 Person: An entity or natural person.

1.8 Public Works Director or Director: The head of the Public Works department of the City, or in the absence thereof, the acting director, or the designee of either of these individuals.

1.9 Right-of-Way: As used herein shall refer to the surface of and the space along and below

any street, road, highway, freeway, bridge, lane, sidewalk, alley, court, boulevard, sidewalk, parkway, drive, utility easement, and/or road Right-of-Way now or hereafter held or administered by the City of Camas.

1.10 Telecommunications Service: The transmission of information by wire, optical cable, or other similar means. For the purpose of this subsection, "information" means knowledge or intelligence represented by and form of writing, signs, signals, pictures, sounds, or any other symbols. For the purpose of this ordinance, Telecommunications Service excludes over-the-air transmission of broadcast television or broadcast radio signals.

1.11 Telecommunications System: The system of antennas, conduit, fiber optic cable, and all related and necessary Facilities in the Rights-of-Way associated with VZW's provision of Telecommunications Services.

Section 2. Franchise Granted.

2.1 Pursuant to RCW 35A.47.040, the City hereby grants to New Cingular, its heirs, successors, and assigns, subject to the terms and conditions hereinafter set forth, a Franchise for a period of ten (10) years (the "Initial Term"), beginning on the effective date of this Ordinance. Following the Initial Term, this Franchise shall automatically be renewed for three (3) additional periods of five (5) years (each a "Renewal Term"), unless: (i) New Cingular provides the City notice of its intent not to renew at least ninety (90) days before the expiration of the Initial Term or then current Renewal Term, as applicable, or (ii) with respect to the second Renewal Term or third Renewal Term, the City provides New Cingular notice of its intent not to renew at least three hundred sixty five (365) days before the expiration of the first Renewal Term or second Renewal Term, as applicable.

2.2 This Franchise shall grant VZW the right, privilege and authority to locate, construct, operate, maintain, replace, repair, acquire, sell, lease, and use a Telecommunications System in the Right-of-Way as approved under City permits issued by the Permitting Authority pursuant to this Franchise and City ordinances.

Section 3. Nonexclusive Franchise Grant.

This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in any Right-of-Way. This Franchise shall in no way prevent or prohibit the City from using any Right-of-Way or other public property or affect its jurisdiction over them or any part of them, and the City shall retain the authority to make all necessary changes, relocations, repairs, maintenance, establishment, improvement or dedication of the same as the City may deem appropriate.

Section 4. Franchise Subject to Federal, State and Local Law.

Notwithstanding any provision contrary herein, this Franchise is subject to and shall be governed by all applicable provisions now existing or hereafter amended of federal, state and local laws and regulations.

Section 5. No Rights by Implication.

No rights shall pass to VZW by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

5.1 Any other permit or authorization required for the privilege of transacting and carrying on a

business within the City that may be required by the ordinances and laws of the City;

5 .2 Any permit, agreement or authorization required by the City for Rights-of-Way users in connection with operations on or in Rights-of- Way or public property; or

5.3 Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise.

Section 6. Conveyance of Rights.
This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide VZW with any interest in any particular location within the Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

Section 7. No Waiver.
The failure of City on one or more occasions to exercise a right or to require compliance or performance under this Franchise or any other applicable state or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the City nor to excuse VZW from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

Section 8. Other Ordinances.
VZW agrees to comply with the terms of any lawful, generally applicable local ordinance, in effect upon adoption of this Franchise or as enacted or modified thereafter. In the event of a conflict between any ordinance and a specific provision of this Franchise, the Franchise shall control, provided however that VZW agrees that it is subject to the lawful exercise of the police power of the City.

If any federal or state laws or regulations or any binding judicial interpretations thereof that govern any aspect of the rights or obligations of one or more parties under this Franchise shall change after the Effective Date and such change makes any aspect of such rights or obligations inconsistent with the then-effective federal or state laws, regulations or binding judicial interpretations, then the parties agree to promptly amend this Franchise as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

Section 9. Right-of-Way Vacation.
If any Right-of-Way or portion thereof used by VZW is vacated by the City during the term of this Franchise, the City shall endeavor to specifically reserve the continued use of the Right-of-Way by VZW. Unless the City specifically reserves to VZW the right to continue the use of vacated Rights-of-Way, VZW shall, without delay or expense to the City, remove its facilities from such Right-of-Way and restore, repair or reconstruct the Right-of-Way where such removal occurred. In the event of failure, neglect or refusal of VZW to restore, repair or reconstruct such Right-of-Way after thirty (30) days written notice from the City, the City may do such work or cause it to be done, and the reasonable cost thereof shall be paid by VZW within thirty (30) days of receipt of an invoice and documentation.

Section 10. Relocation of Facilities.
10.1 VZW agrees and covenants at no cost to the City, to relocate its Facilities when requested to do so by the City for a public project, provided that, VZW shall in all such cases have the privilege, upon approval by the City, which approval shall not be unreasonably withheld, delayed, or

conditioned, to temporarily bypass, in the authorized portion of the same Right-of-Way, any Facilities required to be relocated.

10.2 If the City determines that a public project necessitates the relocation of VZW's existing Facilities, the City shall:

10.2.1 At least sixty (75) days prior to the commencement of such project, provide VZW with written notice of known Facilities requiring such relocation; and

10.2.2 Provide VZW with copies of any plans and specifications pertinent to the requested relocation and a proposed temporary or permanent relocation for VZW's Facilities; and

10.2.3 After receipt of plans and specifications from the City, VZW shall complete relocation of its Facilities at no charge or expense to the City at least ten (10) days prior to commencement of the project.

10.3 VZW may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise VZW in writing as soon as practicable (but no later than sixty (60) days after receipt of alternatives from the VZW) if any of the alternatives is suitable to accommodate the work that otherwise necessitates the relocation of the Facilities. If so requested by the City, VZW shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by VZW as full and fair a consideration as the project schedule will allow. In the event the City ultimately determines that there is no other reasonable alternative, VZW shall relocate its Facilities as directed by the City and in accordance with Section 10.2.3 of this Franchise.

10.4 The City will notify VZW as soon as practical of any facilities that are not identified during the design of the public project, but are discovered during the course of construction and need to be relocated. VZW will work with the City to design and complete a relocation to facilitate the completion of the public project with minimum delay.

10.5 Failure to complete a relocation requested by the City in accordance with Section 10.2 of this Franchise may subject VZW to liquidated damages as provided in Section 29 of this Franchise.

10.6 The provisions of this Section of this Franchise shall in no manner preclude or restrict VZW from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person other than the City, where the improvements to be constructed by said person are not or will not become City-owned, operated or maintained, provided that such arrangements do not unduly delay a City construction project. The provisions of this Franchise are subject to RCW 35.99.060. In the event of a conflict between the provisions of this Franchise and the RCW, the RCW shall control.

10.7 VZW recognizes the need for the City to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by the City and other public utility providers. Thus, the City reserves the right to maintain clear zones within the public right-of-way for installation and maintenance of said utilities. The clear zones for each Right-of-Way segment shall be noted and conditioned with the issuance of each Right-of-Way permit. If adequate clear zones are unable to be achieved on a particular Right-of-Way, VZW shall locate in an alternate Right-of-Way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

Section 11. VZW's Maps and Records.

Upon the City's request, VZW shall provide the City with typicals and as-built plans, maps, and records that show the vertical and horizontal location of its Facilities within the Right-of-Way using a minimum scale of one inch equals one hundred feet (1"=100'), measured from the center line of the Right-of-Way, which maps shall be in hard copy format reasonably acceptable to the City and in other digital electronic format reasonably acceptable to the City.

Section 12. Undergrounding.

12.1 This Franchise is subject to the undergrounding requirements as may be required or later adopted by the Camas Municipal Code and consistent with applicable federal and Washington State law. VZW shall install all of its Facilities (excluding antennas, equipment cabinets, cabling, and other equipment that must be above-ground in order to be functional) underground where all adjacent existing telecommunications and cable facilities are located underground. Any new Facilities to be located above-ground shall be placed on existing utility poles. No new utility poles shall be installed in connection with placement of new above-ground Facilities, unless otherwise agreed by the City.

12.2 VZW will also share information necessary to facilitate joint-trenching and other undergrounding projects, and will otherwise cooperate with the City and other utility providers to serve the objective to maximize utility undergrounding where possible or as required.

Section 13. Service to Public Buildings (intentionally blank)

Section 14. Excavation and Notice of Entry.

14.1 During any period of relocation or maintenance, all surface structures, if any, shall be erected and used in such places and positions within the Right-of-Way so as to minimize interference with the passage of traffic and the use of adjoining property. VZW shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or State law, including RCW 39.04.180, for the construction of trench safety systems.

14.2 Whenever VZW excavates in any Right-of-Way for the purpose of installation, construction, repair, maintenance or relocation of its Facilities, it shall apply to the City for a permit to do so in accordance with the ordinances and regulations of the City requiring permits to operate in the Right-of-Way. In no case shall any work commence within any Right-of-Way without a permit. During the progress of the work, VZW shall not unnecessarily obstruct the passage or use of the Right-of-Way, and shall provide the City with plans, maps, and information showing the final location of any Facilities in accordance with Section 11 of this Franchise.

14.3 At least five (5) days prior to construction of Facilities consisting of digging, trenching, cutting, or other activities that may impact the utilization of the Right-of-Way for more than a four (4) hour period, VZW shall take reasonable steps to inform all apparent owners or occupiers of property within fifty (50) feet of said activities that a construction project will commence. The notice shall include, at a minimum, the dates and nature of the project and a toll-free or local telephone number that the resident may call for further information. A pre-printed door hanger may be used to satisfy VZW's obligations under this Section of this Franchise.

14.4 At least twenty-four (24) hours prior to entering Right-of-Way within ten (10) feet of private

property to construct Facilities consisting of digging, trenching, cutting, or other activities that may impact the utilization of the Right-of-Way, VZW shall post a written notice describing the nature and location of the work to be performed adjacent to the affected private property as well as the information listed in Section 13.3 of this Franchise. VZW shall make a good faith effort to comply with the property owner/resident's preferences, if any, regarding the location or placement of Facilities that protrude above the prior ground surface level, if any, consistent with sound engineering practices.

Section 15. Stop Work.

On notice from the City that any work is being conducted contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as reasonably determined by the City, consistent with applicable law, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by the City. The stop work order shall:

15.1 Be in writing;

15.2 Be given to the Person doing the work and be posted on the work site;

15.3 Be sent to VZW by email at the address given herein, provided the recipient of such email confirms receipt by reply email, which confirmation shall not include an automatic delivery or read receipt;

15.4 Indicate the nature of the alleged violation or unsafe condition; and

15.5 Establish conditions under which work may be resumed.

Section 16. Emergency Work, Permit Waiver.

In the event of any emergency where any Facilities located in the Right-of-Way are broken or damaged, or if VZW's construction area for their Facilities is in such a condition as to place the health or safety of any person or property in imminent danger, VZW shall immediately take any necessary emergency measures to repair or remove its Facilities without first applying for and obtaining a permit as required by this Franchise. However, this emergency provision shall not relieve VZW from later obtaining any necessary permits for the emergency work. VZW shall apply for the required permits not later than two business days following the emergency work.

Section 17. Recovery of Costs.

VZW shall be subject to all permit fees associated with activities undertaken pursuant to this Franchise or other ordinances of the City. If the City incurs any costs and/or expenses related to approving a permit, license, or franchise, or inspecting plans and construction, VZW shall pay the City's actual, reasonable and documented costs and expenses that are directly related to such costs. In addition, VZW shall promptly reimburse the City for any costs the City reasonably incurs in responding to any emergency involving VZW's Facilities. If the emergency involves the facilities of other utilities operating in the Right-of-Way, then the City will allocate costs among parties involved in good faith. Said costs and expenses shall be paid by VZW within thirty (30) days after receipt of an itemized billing by project of such costs.

Section 18. Dangerous Conditions, Authority for City to Abate.

18.1 Whenever installation, maintenance or excavation of Facilities authorized by this Franchise causes or contributes to a condition that appears to substantially impair the lateral support of the adjoining Right-of-Way, public or private property, or endangers any person, the City may direct VZW, at VZW's expense, to take reasonable actions to resolve the condition or remove the endangerment. Such directive may include compliance within a prescribed time period.

18.2 In the event VZW fails or refuses to promptly take the directed action, or fails to fully comply with such direction or if emergency conditions exist which require immediate action to prevent injury or damages to persons or property, the City may take such actions as it believes are reasonably necessary to protect persons or property and VZW shall reimburse the City for all costs incurred.

Section 19. Safety.

19. l VZW, in accordance with applicable federal, State, and local safety rules and regulations shall, at all times, employ ordinary care in the installation, maintenance, and repair of its Facilities utilizing methods and devices commonly accepted in their industry of operation to prevent failures and accidents that are likely to cause damage, injury, or nuisance to persons or property.

19.2 All of VZW's Facilities in the Right-of-Way shall be constructed and maintained in a safe and operational condition, in accordance with applicable federal, State, and local safety rules and regulations.

19.3 The City reserves the right to ensure that VZW's Facilities are constructed and maintained in a safe condition. If a violation of any applicable safety regulation is found to exist, the City will notify VZW in writing of said violation and establish a reasonable time for VZW to take the necessary action to correct the violation. If the correction is not made within the established time frame, the City, or its authorized agent, may make the correction. VZW shall reimburse the City for all reasonable costs incurred by the City in correcting the violation.

Section 20. Authorized Activities.

This Franchise is solely for the location, construction, installation, ownership, operation, replacement, repair, maintenance, acquisition, sale, lease, and use of the Telecommunications System and associated Facilities for providing Telecommunications Services. VZW shall obtain a separate franchise for any operations or services other than these authorized activities.

Section 21. Administrative Fee and Utility Tax.

21.1 Pursuant to RCW 35.21.860, the City is precluded from imposing franchise fees upon a telephone business, as defined in RCW 82.16.010, or a Service Provider for use of the Right-of- Way, as defined in RCW 35.99.010, except a utility tax or actual administrative expenses related to the Franchise incurred by the City. VZW does hereby warrant that its operations, as authorized under this Franchise, are those of a Service Provider as defined in RCW 35.99.010.

21.2 VZW shall be subject to a $5,000 administrative fee for reimbursement of costs associated with the preparation, processing and approval of this Franchise Agreement, including wages, benefits, overhead expenses, meetings, negotiations and other functions related to the approval. The administrative fee excludes normal permit fees required for work in the Right-of- Way. Payment of the one-time administrative fee is due 30 days after Franchise approval.

21.3 If RCW 35.21.860 is amended to allow collection of a franchise fee, this Franchise Agreement shall be amended to require franchise fee payments.

Section 22. Indefeasible Rights of Use. Intentionally Omitted.

Section 23. Indemnification.

23.1 VZW agrees to indemnify, save and hold harmless, and defend the City, its elected officials, officers, authorized agents, boards and employees, acting in official capacity, from and against any liability, damages or claims, costs, expenses, settlements or judgments arising out of, or resulting from VZW's negligence or willful misconduct, or any casualty or accident to Person or property that occurs as a result of any construction, excavation, operation, maintenance, reconstruction or any other act done pursuant to the terms of this Franchise, provided that the City shall give VZW timely written notice of its obligation to indemnify the City.

VZW shall not indemnify the City for any damages, liability or claims resulting from the City's sole negligence, willful misconduct, or breach of obligation of the City, its officers, authorized agents, employees, attorneys, consultants, or independent contractors for which the City is legally responsible, or for any activity or function conducted by any Person other than VZW.

23.2 In the event VZW refuses to undertake the defense of any suit or any claim, after the City's request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and VZW's refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of VZW, then VZW shall pay all of the City's reasonable costs and reasonable expenses for defense of the action, including reasonable attorneys' fees of recovering under this indemnification clause, as well as any judgment against the City.

Should a court of competent jurisdiction or such other tribunal as the parties agree shall decide the matter, determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of VZW and the City, its officers, employees and agents, VZW's liability hereunder shall be only to the extent of VZW's negligence. It is further specifically and expressly understood that the indemnification provided in Section 22 of this Franchise constitutes VZW's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Section 24. Insurance.

24.1 Insurance Term. VZW shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on VZW's behalf with the issuance of this Franchise.

24.2 No Limitation. VZW's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of VZW to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

24.3 Scope of Insurance. VZW shall obtain insurance of the types and coverage described below:

24.3.1 Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form or its equivalent and shall cover liability arising from premises operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be included as an additional insured as their interest may appear under this Agreement, under VZW's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.

24.3.2 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form or its equivalent.

24.4 Amounts of Insurance. VZW shall maintain the following insurance limits:

24.4.1 Commercial General Liability insurance shall be written with limits of $1,000,000 each occurrence for bodily injury and property damage, and $2,000,000 general aggregate, including $2,000,000 products-completed operations aggregate limit

24.4.2 Automobile Liability insurance with a combined single limit for bodily injury and property damage of $1,000,000 per accident.

24.5 Other Insurance Provision. VZW's Commercial General Liability insurance policy shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the VZW's insurance and shall not contribute with it.

24.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

24.7 Verification of Coverage. VZW shall furnish the City with original certificates and a copy of the blanket additional insured endorsements, evidencing the insurance requirements of VZW before the issuance of any permit.

24.8 Notice of Cancellation. Upon receipt of notice from its insurer(s), VZW shall provide the Public Entity with written notice of any policy cancellation, within two business days of their receipt of such notice.

24.9 Failure to Maintain Insurance. Failure on the part of VZW to maintain the insurance as required shall constitute a material breach of the Franchise Agreement entitling the City to Liquidated Damages under Section 29, below, or such other and further relief provided for herein or by law. Alternatively, the City may, after giving thirty (30) days' notice to VZW to correct the breach, immediately terminate the Franchise.

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Section 25. Abandonment of VZW's Facilities.

No portion of the Facilities laid, installed, or constructed in the Right-of-Way by VZW may be abandoned by VZW without the express written consent of the City. Any plan for abandonment or removal of VZW's Facilities must be first approved by the Public Works Director, which shall not be unreasonably withheld or delayed, and all necessary permits must be obtained prior to such work.

VZW shall have 120 days after termination or expiration of this Franchise to remove its Facilities from the Right of Way and restore the Right of Way to the condition that existed prior to VZW's use, reasonable wear and tear and casualty excepted.

Section 26. Restoration After Construction.

26.1 VZW shall, after any abandonment approved under Section 25 of this Franchise, or any installation, construction, relocation, maintenance, or repair of Facilities within the Franchise area, restore the Right-of-Way to at least the condition the same was in immediately prior to any such abandonment, installation, construction, relocation, maintenance or repair pursuant to City standards. VZW agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole cost and expense.

26.2 If VZW should fail to leave any portion of the excavation in a condition that meets the City's specifications per the CMC, the City may, on five (5) days' notice to VZW, which notice shall not be required in case of an emergency, cause all commmerically reasonable work necessary to restore the excavation to a safe condition. VZW shall pay to the City the reasonable cost of such work; which shall include, among other things, the City's overhead in obtaining completion of said work (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

26.3 Any surface or subsurface failure occurring during the term of this Agreement caused by any excavation by VZW, normal wear and tear excepted, shall be repaired to the City's specifications, within thirty (30) days, or, upon five (5) days written notice to VZW in the case of work required pursuant to Section 26.2, above , which notice shall not be required in case of an emergency, the City may order all work necessary to restore the damaged area to a safe and acceptable condition and VZW shall pay the reasonable costs of such work to the City, including City overhead (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

26.4 In the event the work includes cutting and patching existing road surfaces resulting in the degradation of the projected lifespan of the roadway, VZW shall compensate the City for the decrease in the road surface asset life, as estimated by the City Engineer or designee using the City's pavement rating and pavement management software.

26.5 VZW agrees that if any of its actions under the Franchise materially impair or damage any City property, survey monument, or property owned by a third-party, VZW will restore, at its own cost and expense, the impaired or damaged property to the same condition as existed prior to such action. Such repair work shall be performed and completed to the reasonable satisfaction of the Public Works Director.

Section 27. Bond or Letter of Credit.

Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Franchise, VZW shall cause to be furnished a bond or Letter of Credit executed by a corporate surety or financial institution eligible to do business in the State of Washington, in a sum to be set and approved by the Director of Public Works, consistent with the provisions of the CMC or as otherwise allowed by law, as sufficient to ensure performance of VZW's obligations under this Franchise. The bond shall be conditioned so that VZW shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this Franchise, and to erect or replace any defective work or materials discovered in the replacement of the City's streets or property within a period of two years from the date of the replacement and acceptance of such repaired streets by the City. VZW may meet the obligations of this Section of this Franchise with one or more bonds reasonably acceptable to the City. In the event that a bond issued pursuant

to this Section of this Franchise is canceled by the surety, after proper notice and pursuant to the terms of said bond, VZW shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this Section of this Franchise.

Section 28. **Recourse Against Bonds and Other Security.**
So long as the bond is in place, it may be utilized by the City as provided herein for reimbursement of the City by reason of VZW's failure to pay the City for actual costs and expenses incurred by the City to make emergency corrections under Section 17 of this Franchise, to correct Franchise violations not corrected by VZW after notice, and to compensate the City for monetary remedies or damages reasonably assessed against VZW due to material default or violations of the requirements of City ordinances.

28.1 In the event VZW has been declared to be in default of a material provision of this Franchise by the City and if VZW fails, within thirty (30) days after VZW's receipt of default notice, to pay the City any penalties, or monetary amounts, or fails to perform any of the conditions of this Franchise, or fails to begin to perform any condition that may take more than 30 days to complete, the City may thereafter obtain from the bond, after a proper claim is made to the surety, an amount sufficient to compensate the City for its damages. Upon such withdrawal from the bond, the City shall notify VZW in writing, by First Class Mail, postage prepaid, of the amount withdrawn and date thereof.

28.2 Thirty (30) days after the City's mailing of notice of the bond forfeiture or withdrawal authorized herein, VZW shall deposit such further bond, or other security, as the City may require, which is sufficient to meet the requirements of this franchise.

28.3 The rights reserved to the City with respect to any bond are in addition to all other rights of the City, whether reserved by this Ordinance or authorized by law, and no action, proceeding, or exercise of a right with respect to any bond shall constitute an election or waiver of any rights or other remedies the City may have.

Section 29. **Liquidated Damages.**
29.1 The City and VZW recognize the delays, expense and unique difficulties involved in proving in a legal preceding the actual loss suffered by the City as a result of VZW's breach of certain provisions of this Franchise. Accordingly, instead of requiring such proof, the City and VZW agree that VZW shall pay to the City, the sum set forth below for each day or part thereof that VZW shall be in breach of specific provisions of this Franchise. Such amount is agreed to by both parties as a reasonable estimate of the actual damages the City would suffer in the event of VZW's breach of such provisions of this Franchise.

29.1.1 Subject to the provision of written notice to VZW and a thirty (30) day right to cure period, the City may assess against VZW liquidated damages as follows: two hundred dollars ($200.00) per day for any material breach as specified in this Franchise.

29.1.2 The City shall provide VZW a reasonable extension of the thirty (30) day right to cure period described in Section 28.1 of this Franchise if VZW has commenced work to cure the violation, is diligently and continuously pursuing the cure to completion and requested such an extension, provided that any such cure is completed within one hundred and twenty (120) days from the written notice of default.

29.1.3 If liquidated damages are assessed by the City, VZW shall pay any liquidated damages within forty-five (45) days after they are assessed and billed.

29.1.4 In the event VZW fails to cure within the specified cure period, or any agreed upon extensions thereof, liquidated damages accrue from the date the City notifies VZW that there has been a violation.

29.2 The recovery of amounts under Section 29 of this Franchise shall not be construed to limit the liability of VZW under the Franchise or an excuse for unfaithful performance of any obligation of VZW. Similarly, the parties agree imposition of liquidated damages are not intended to be punitive, but rather, for City cost recovery purposes.

Section 30. Remedies to Enforce Compliance.
In addition to any other remedy provided herein, the City and VZW each reserve the right to pursue any remedy to compel the other to comply with the terms of this Franchise, and the pursuit of any right or remedy by a party shall not prevent such party from thereafter declaring a breach or revocation of the Franchise.

Section 31. Modification.
The City and VZW hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise upon written agreement of both parties to such amendment. City agreement shall be binding only upon City Council approval of any substantive alteration, amendment or modification of this Agreement.

Section 32. Force Majeure.
This Franchise shall not be revoked, nor shall VZW be liable for damages, due to any act or omission that would otherwise constitute a violation or breach that occurs without fault of VZW or occurs as a result of circumstances beyond VZW's reasonable control. Provided, however, VZW acts diligently to correct any such act or omission.

Section 33. City Ordinances and Regulations.
Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate lawful ordinances regulating the performance of the conditions of this Franchise, including any reasonable lawful ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control, by appropriate lawful regulations, the location, elevation, and manner of construction and maintenance of any fiber optic cable or of other Facilities by VZW. VZW shall promptly conform to all such regulations, unless compliance would cause VZW to violate other requirements of law.

Section 34. Acceptance/Liaison.
VZW's written acceptance shall include the identification of an official liaison who will act as the City's contact for all issues regarding this Franchise. VZW shall notify the City of any change in the identity of its liaison. VZW shall accept this Franchise in the manner hereinafter provided in Section 43 of this Franchise.

Section 35. Survival.
All of the provisions, conditions and requirements of Sections 10, Relocation of Facilities; 13,

Excavation And Notice Of Entry; 17, Dangerous Conditions; 22, Indemnification; 24, Abandonment of VZW's Facilities; and 25, Restoration After Construction, of this Franchise shall be in addition to any and all other obligations and liabilities VZW may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to VZW and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the parties and all privileges, as well as all obligations and liabilities of each party shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever such party is named herein.

Section 36. Severability.

If any section, sentence, clause or phrase of this Franchise Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise Ordinance. In the event that any of the provisions of this Franchise Ordinance or of this Franchise are held to be invalid by a court of competent jurisdiction, the City reserves the right to reconsider the grant of this Franchise and may amend, repeal, add, replace or modify any other provision of this Franchise Ordinance or of the Franchise granted herein, or may terminate this Franchise.

Section 37. WUTC Tariff Filings, Notice Thereof.

If VZW intends to file, pursuant to RCW Chapter 80.28, with the Washington Utilities and Transportation Commission (WUTC), or its successor, any tariff affecting the City's rights arising under this Franchise, VZW shall provide the City with fourteen (14) days prior written notice.

Section 38. Binding Acceptance.

This Franchise shall bind and benefit the parties hereto and their respective successors and assigns.

Section 39. Assignment.

39.1 This Franchise shall not be sold, transferred, assigned, or disposed of in whole or in part either by sale or otherwise, without the written approval of the City. The City's approval shall not be unreasonably withheld or delayed. Any reasonable costs associated with the City's review of any transfer proposed by MCImetro shall be reimbursed to the City by the new prospective Franchisee, if the City approves the transfer, or by MCImetro if said transfer is not approved by the City.

39.2 Notwithstanding the foregoing, VZW may assign this Franchise, or its rights or obligations to any person or entity controlling, controlled by, or under common control with VZW as of the date of such assignment. VZW shall provide notice of any such assignment to the City.

Section 40. Alternate Dispute Resolution.

If the City and VZW are unable to resolve disputes arising from the terms of the Franchise granted herein, prior to resorting to a court of competent jurisdiction, the parties shall submit the dispute to an alternate dispute resolution process in Clark County agreed to by the parties. Unless otherwise agreed between the parties or determined herein, the cost of that process shall be shared equally.

Section 41. Venue.

If alternate dispute resolution is not successful, the venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or Clark County Superior Court.

Section 42. Entire Agreement.

This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.

Section 43. Notice.

Any notice required or permitted under this Franchise shall be in writing, and shall be delivered personally, delivered by a nationally recognized overnight courier, or sent by registered or certified mail, return receipt requested, to the other party at the address listed below. If such notice, demand or other communication shall be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand or other communication is given by overnight delivery, it shall be conclusively deemed given the day after it was sent to the party to whom such notice, demand or other communication is to be given. If such notice, demand or other communication is given by mail, it shall be conclusively deemed given three (3) days after it was deposited in the United States mail addressed to the party to whom such notice, demand or other communication is to be given.

If to the City, the notice shall be sent to:

City of Camas
City Administrator
616 NE 4th Avenue
Camas, WA 98607

If to VZW, the notice shall be sent to:

VERIZON WIRELESS (VAW) LLC
d/b/a VERIZON WIRELESS
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

with a copy to:

VERIZON WIRELESS (VAW) LLC
d/b/a VERIZON WIRELESS
Attn: Pacific Market General Counsel
15505 Sand Canyon Avenue
Irvine, CA 92618

Either party can alter their official address for notifications provided in this Section of this Franchise by providing the other party written notice thereof.

Section 44. Directions to City Clerk.
The City Clerk is hereby directed to publish this Ordinance in full and forward certified copies of this ordinance to VZW. VZW shall have thirty (30) days from receipt of the certified copy of this ordinance to execute this Franchise Agreement. If VZW fails to execute this Franchise in accordance with the above provisions, this Franchise shall be null and void.

Section 45. Publication Costs.
VZW shall reimburse the City for the cost of publishing this Franchise ordinance within thirty (30) Days of receipt of the City's invoice.

Section 46. Effective Date.
This ordinance shall take effect and be in full force five (5) Days after the date of publication.

VZW	**City**
Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware limited liability company	City of Camas, a Washington Municipal Corporation
_____	_____
By: _____	by Barry McDonnell, Mayor
Name: _____	
Title: _____	

PASSED BY THE CITY COUNCIL ON _____, 2020.

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

LICENSE AGREEMENT FOR WIRELESS INSTALLATIONS ON PUBLIC STRUCTURES

This License Agreement For Wireless Installations on Public Structures ("Agreement") is made and entered into as of the Effective Date by and between the City of Camas ("Licensor") and Cellco Partnership d/b/a Verizon Wireless ("Licensee").

RECITALS

WHEREAS, Licensee seeks to attach Wireless Installations to certain Structures and to utilize certain Infrastructure upon the terms and conditions set forth below;

WHEREAS, Licensor is willing to accommodate Licensee's non-exclusive use of such Structures and Infrastructure in accordance with Laws and the terms and conditions of this Agreement; and

WHEREAS, concurrently with the execution of this Agreement, Licensor and Licensee are entering into a Franchise Agreement pursuant to which Licensee may construct, maintain, operate, replace and repair wireless communications facilities in, along, under, through and below Licensor's public rights-of-way; and

WHEREAS, any capitalized terms in this Agreement shall have the meaning ascribed to them in Exhibit 1 attached hereto and incorporated herein by reference.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby conclusively acknowledged, the Parties agree as follows:

1. GRANT OF LICENSE

1.1 Grant of License. To the extent not already governed by Laws, Licensor hereby grants Licensee a license for Licensee's use of the Licensed Site as necessary to utilize, replace or upgrade Licensor's Structures and Infrastructure, as provided herein and as provided in the individual Site License Agreements signed by the Parties pursuant to this Agreement. The license granted herein is revocable only in accordance with the terms and conditions of the Agreement. No use of Licensor's Structures or Infrastructure under this Agreement shall create or vest in Licensee any ownership or property rights in such Structures or Infrastructure. Nothing in this Agreement grants Licensee the right to make any Wireless Installation, or to install other facilities, including Wireless Installations, that do not conform to this Agreement.

1.2. Permitted Use. Licensee may use Licensor's Structures and Infrastructure for the Permitted Use, subject to the terms and conditions of this Agreement.

2. TERM

2.1 Agreement Term. This Agreement shall commence as of the Effective Date, and, if not lawfully terminated sooner, remain in full force and effect for the Agreement Initial Term. The Agreement will be automatically extended for three (3) successive five (5) year renewal terms, unless: (i) Licensee provides Licensor written notice of termination at least ninety (90) days prior to the expiration of the Agreement Initial Term or the then applicable renewal term, as the case may be, or (ii) with respect to the second renewal term or third renewal term, Licensor provides Licensee notice of its intent not to renew at least three hundred sixty five (365) days prior to the expiration of the first renewal term or second renewal term, as the case may be.

2.2 Site License Agreement Term.

(a) The initial term for each individual Site License Agreement shall commence on the Commencement Date and shall be for the Site License Initial Term. Promptly following Licensee's receipt of Licensor's written request, the Parties shall confirm in an Acknowledgment the Commencement Date and expiration date of the Site License Initial Term.

(b) Each Site License Agreement shall be automatically extended for up to three (3) successive Site License Renewal Terms unless Licensee notifies Licensor in writing of Licensee's intent

not to renew the Site License at least thirty (30) days prior to the expiration of the Site License Initial Term or the then applicable Site License Renewal Term, as the case may be.

(c) Notwithstanding anything herein, no Site License Agreement which was signed during the Term of the Agreement shall survive beyond the expiration or earlier termination of this Agreement, it being the intent of the parties that each Site License Agreement shall be coterminous with this Agreement, and upon the expiration or earlier termination of this Agreement, Licensee shall submit to Licensor for its review and approval, which shall not be unreasonably withheld or delayed, Licensee's plan for abandonment or removal its Wireless Installations then attached to Licensor's Structures.

3. CHARGES, BILLING AND PAYMENT

3.1 Annual Fee.

(a) Licensee shall pay Licensor a Fee of Two Hundred Seventy and No/100 Dollars ($270.00) per Wireless Installation located in Licensor's right-of-way for each year of the Site License Term. The Fee is per Wireless Installation, and includes all Structure, Infrastructure, appurtenant equipment and facilities used in connection with each Wireless Installation. Except in the event of a voluntary termination of a Site License Agreement pursuant to Section 13.4(b) below, the Fee will be prorated for any partial year based on a 360-day calculation.

(b) The Fee may be revised once per calendar year to an amount that is calculated pursuant to the terms and conditions of the FCC 2018 Order, calculated pursuant to a cost study which has been reviewed, adopted and approved by Licensor's City's Council and is not subject to further appeals or subject to a complaint before a competent regulatory agency or court. After the revised Fee is final as described in the preceding sentence, Licensor shall provide Notice to Licensee of the Fee in accordance with the notice requirements of this Agreement. The Fee payable under this Agreement will adjust to Licensor's Cost starting with Fee payments that are due at least 90 days after the date of such notice.

(c) Licensor hereby represents and warrants as of the date hereof and covenants and agrees from and after the date hereof that none of the rates or fees offered to any other entity with respect to Wireless Installations is or will be more favorable than the Fee under this Agreement. If Licensor agrees to a rate or fee that is more favorable than the Fee under this Agreement, Licensee shall be entitled under this Agreement to such rate or fee on and after the date such rate or fee becomes effective.

3.2 Timing of Payment. Licensee shall make the first payment of the Fee under any Site License Agreement within ninety (90) days of the full execution of the Acknowledgment. Thereafter, the Fee shall be paid on or before each anniversary of the Commencement Date during the Site License Term.

3.3 Billing and Payment Generally. All bills and other requests for payment to Licensor under this Agreement (other than the payment of the Fee) shall be presented in writing to Licensee and accompanied with reasonable substantiation of the costs incurred by Licensor. Properly presented invoices shall be paid by Licensee within ninety (90) days of receipt of invoice accompanied by such substantiation. All charges payable under this Agreement shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred. Any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee.

4. SITE LICENSE PROCESS

4.1 Site License Application. Subject to Section 4.4 below, before installing any new or additional Wireless Installation onto any Structure or utilizing any Infrastructure, Licensee shall apply for a Site License Agreement from Licensor using a Site License Application in the form attached as Exhibit 2. Licensee will identify in the Site License Application any Licensor Work it believes needs to be performed in connection with Licensee's use of the Structure and/or Infrastructure.

4.2 Processing of Site License Application. Unless Laws provide otherwise, Licensor will take reasonable steps to notify Licensee of the specific deficiencies in any Site License Application within ten (10) days of its submission. If an application is deemed incomplete, the review timeframe will pause until

the missing information is submitted. Licensor approve or reject each Site License Application within sixty (60) days of its submission for sites that have existing Poles, and ninety (90) days for Sites that do not have an existing Pole. Licensor may, on Technical Grounds, deny all or part of a Site License Application, or limit the number and/or technical characteristics (*e.g*., weight or size) of any Wireless Installation on any Structure or Infrastructure. In the event Licensor determines, based upon Technical Grounds, that inadequate space or structural capacity exists on its Structure(s) or inadequate space or capacity exists on its Infrastructure to accommodate any proposed Wireless Installation, Licensee may elect to have such Structure(s) replaced or upgraded as part of Licensor Work or such Infrastructure replaced or upgraded as part of Licensor Work, at Licensee's sole expense, with Structure(s) or Infrastructure with adequate space and structural capacity to accommodate the proposed Wireless Installation. In the event of rejection on Technical Grounds of a Site License Application, Licensor shall provide a written explanation to Licensee of the basis for the rejection. In the event that Licensor approves Licensee's Site License Application, then the Parties shall promptly proceed in good faith to sign and deliver a Site License Agreement for the Wireless Installation in the form attached as Exhibit 3 fully consistent with Licensor's approval of the Site License Application.

4.3 Consolidated Site License Application. For small cell networks involving Wireless Installations on multiple Structures and/or Infrastructure, Licensee may, in its discretion, file a consolidated application for utilization of multiple Structures and Infrastructure, and upon approval by Licensor, the Parties shall enter into a separate Site License Agreement for each approved Structure and/or Infrastructure location.

4.4 Modifications and Replacements. Except for any Wireless Installation installed upon a decorative Structure or upon a Structure located within either a scenic or historic district, subsequent to the original Wireless Installation approved by Licensor, Licensee may, without submitting a new Site License Application, modify or replace all or a portion of the Wireless Installation so long as such modification or replacement (a) results in the installation of equipment within the spaces designated or depicted in the Site License Application and (b) the resulting installation does not increase the load on the applicable Structure or the utilization of the Infrastructure beyond the loading or utilization, if any, that was established in the original Site License Application. Licensee shall still be required to notify the Licensor of the work and obtain any other permits required by the Camas Municipal Code to complete the work.

4.5 Pre-Approved Wireless Installations. Once a Wireless Installation design has become a Pre-Approved Wireless Installation for Licensee's use of a Structure and/or Infrastructure, then Licensee shall be allowed to install a Wireless Installation using any such Pre-Approved Wireless Installation without further land use review or approval by Licensor, subject to space and structural capacity and loading review by Licensor during the building permit review process. All other municipal reviews and approvals, including the execution of a Site License Agreement, building permits and right of way permits, shall apply to the installation of any Pre-Approved Wireless Installation.

4.6 Additional License and Permits Required by Camas Municipal Code. To the extent not in contravention of any applicable Law, Wireless Installations will be installed, operated and maintained by or on behalf of Licensee in accordance with applicable provisions of the Camas Municipal Code regulating wireless communications facilities. Licensee or its designee may be required to apply for and obtain additional permits from the Licensor, including but not limited to a permit issued by the Licensor for work performed within the rights-of-way, prior to Licensor issuing a Site License Agreement. Execution of this Agreement or any Site License Agreement does not constitute the issuance of a Permit.

5. LICENSOR WORK FOR STRUCTURES AND INFRASTRUCTURE

5.1 Licensor Work. At the time of approving the Site License Application, Licensor will advise Licensee whether Licensor is willing to perform Licensor Work identified in the Site License Application. If Licensor indicates it is willing to perform the Licensor Work, Licensor will provide Licensee with a Licensor Work Cost Estimate within fourteen (14) days of Licensor authorizing the Site License Agreement in accordance with Section 4.2, unless Laws provide a different deadline. Licensee shall have

sixty (60) days from the receipt of such a Licensor Work Cost Estimate to accept the estimate, unless Laws provide a different deadline.

5.2 Licensor Work Timeline. Licensor will begin Licensor Work promptly after it has received Licensee's Approved Licensor Work Cost Estimate and full payment thereof and complete all Licensor Work within sixty (60) days thereafter. If Licensor does not indicate that it is willing to perform the Licensor Work, Licensee may perform the Licensor Work itself.

5.3 Licensor Work Reconciliation. If the actual and reasonable costs incurred by Licensor in completing a Licensor Work exceed the pre-paid Approved Licensor Work Cost Estimate, Licensee shall pay Licensor the shortfall amount of such costs within ninety (90) days of receipt of the invoice accompanied by reasonable substantiation. If such Licensor Work costs are less than the pre-paid Approved Licensor Work Cost Estimate, Licensor will refund the excess Licensor Work payment to Licensee within ninety (90) days following completion of the Licensor Work. No interest shall accrue on any Licensee overpayment or underpayment for Licensor Work

5.4 Costs To Rearrange/Adjust Facilities of Others. If a Person, other than Licensor, must rearrange or adjust any of its facilities to accommodate a new Wireless Installation, Licensee shall coordinate such activity at Licensee's sole expense; provided, however, that Licensee shall not be responsible for any third-party or Licensor costs necessary to correct third party or Licensor attachments that are non-compliant with Laws.

6. GENERAL LICENSEE OBLIGATIONS

6.1 Technical Requirements and Specifications. At its own expense, Licensee shall erect, install, repair and maintain its Wireless Installations in safe condition and good repair in accordance with (a) the requirements and specifications of Safety Codes; (b) Licensor's reasonable standards, and (c) any current or future rules or orders of the FCC, the State public utility commission, or any other federal, state or local authority having jurisdiction. Changes to the requirements, specifications, standards, rules and orders in subsections (a), (b) and (c) shall not apply retroactively unless required by Laws, and Licensor shall give at least sixty (60) days' written notice of changes to the standards in subsection (c).

6.2 No Liens. Licensee will not allow to exist any lien with respect to any Structure or Infrastructure or other Licensor property or facility resulting from any work performed by or on behalf of Licensee pursuant to this Agreement, or any act or claim against Licensee or any of its contractors, agents, or customers. Licensee will, at its sole expense, promptly bond or otherwise discharge any such lien within sixty (60) days of receipt of written notice form Licensor of the existence of such lien.

6.3 Worker Qualifications; Responsibility for Agents and Contractors. Each Party shall ensure that its employees, agents or contractors who perform work in furtherance of this Agreement are adequately trained and skilled to access Structures and Infrastructure in accordance with all applicable industry and governmental standards and regulations.

7. UTILITIES.

Licensee shall install or cause to be installed a separate electric meter on a ground mounted pedestal or on Licensee's pad mounted equipment cabinet as required by the electric provider for the operation of its Equipment. Licensee shall be responsible for paying all charges for any electricity furnished by a utility Licensee furnishing service to the Equipment.

8. OPERATION AND MAINTENANCE

8.1 RF Emissions. Licensee's operation of its Wireless Installations will comply with all FCC regulations regarding RF emissions and exposure limitations. Licensee is allowed to install signage and other mitigation, such as a power cut-off switch on Structures, to allow workers and third parties to avoid excess exposure to RF emissions. Except in an Emergency, Licensor's authorized field personnel will contact Licensee's designated point of contact with reasonable advance notice, but in no event less than one (1) business day in advance, to inform Licensee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an Emergency, the power-down will be performed with such

advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform Licensee as soon as possible that power has been restored. The Parties acknowledge that they understand the vital nature of Licensee's Wireless Installations and agree to limit the frequency of power-downs and to restore power as promptly as much as reasonably possible.

8.2 Interference.

(a) Licensee will operate its Wireless Installations in compliance with all FCC regulations regarding Interference with the radio signal transmissions of Licensor and other third parties in or upon a Structure, which transmissions are operated in compliance with Laws.

(b) Licensor will not grant after the date of this Agreement a permit, license or any other right to any third party if, at the time such third party applies to use a Structure or Infrastructure, Licensor knows that such third party's use will cause Interference with the Licensee's existing Wireless Installations, Licensee's use of the Structure or Infrastructure, or Licensee's ability to comply with the terms and conditions of this Agreement.

(c) Licensor will not, nor will Licensor permit its employees, invitees, agents or independent contractors to intentionally cause Interference with Licensee's existing Wireless Installations, Licensee's use of the Structure or Infrastructure, or Licensee's ability to comply with the terms and conditions of this Agreement. If Licensee reasonably determines that Interference is occurring, then Licensor will meet and confer with Licensee within five (5) days of Licensor's receipt of notice of Interference from Licensee, and otherwise diligently work in good faith with Licensee to determine the root cause of the Interference and to develop workable solutions to resolve the Interference in a mutually acceptable manner.

9. RELOCATION AND ABANDONMENT

9.1 Licensee agrees and covenants at no cost to Licensor, to relocate its Wireless Installations when requested to do so by Licensor for a public project, provided that, Licensee shall in all such cases have the privilege, upon approval by Licensor, to temporarily bypass, in the authorized portion of the same right of way any Wireless Installations required to be relocated.

9.2 If Licensor determines that a public project necessitates the relocation of Licensee's existing Wireless Installations, Licensor shall:

(a) At least seventy-five (75) days prior to the commencement of such project, provide Licensee with written notice of known Wireless Installations requiring such relocation; and

(b) Provide Licensee with copies of any plans and specifications pertinent to the requested relocation and a proposed temporary or permanent relocation for Licensee's Wireless Installations.

(c) Meet with Licensee, if requested, within five (5) business days to discuss the scope, requirements and challenges of the relocation work, and to discuss any possible alternatives to the relocation as permitted in Section 9.4, below.

9.3 After receipt of such notice and such plans and specifications and meeting, Licensee shall complete relocation of its Wireless Installations at no charge or expense to Licensor at least ten (10) days prior to commencement of the project.

9.4 Licensee may, after receipt of written notice requesting a relocation of its Wireless Installations, submit to Licensor written alternatives to such relocation. Licensor shall evaluate such alternatives and advise Licensee in writing as soon as practicable if any of the alternatives is suitable to accommodate the work that otherwise necessitates the relocation of the Wireless Installations. If so requested by Licensor, Licensee shall submit additional information to assist Licensor in making such evaluation.

Licensor shall give each alternative proposed by Licensee as full and fair a consideration as the project schedule will allow. In the event Licensor ultimately determines that there is no other reasonable alternative, Licensee shall relocate its Wireless Installations as directed by Licensor and in accordance with this Section 9 of this Agreement.

9.5 Licensor will notify Licensee as soon as practical of any Wireless Installations that are not identified during the design of the public project, but are discovered during the course of construction and need to be relocated. Licensee will work with Licensor to design and complete a relocation to facilitate the completion of the public project with minimum delay.

9.6 Failure to complete a relocation requested by Licensor in accordance with this Section 9 of this Agreement by the date included in the notice provided for thereby may subject Licensee to liquidated damages as provided in Section 14 of this Agreement, except in the event Licensee suffers a force majeure or other event beyond its reasonable control. Alternatively, should Licensor's project be delayed as a result of Licensee's failure to complete a relocation requested in accordance with this Section 9 of this Agreement and provided Licensee has not suffered a force majeure or other event beyond its reasonable control, then Licensor may, at Licensee's sole expense, have the Wireless Installations relocated by Licensor's contractor. In such event, Licensee shall pay the cost of relocation within 30 days of submission of an invoice by Licensor. This Section shall only apply if applied in a non-discriminatory manner and it is necessary for all Wireless Installations and appurtenances to be moved in the same location.

9.7 The provisions of this Section of this Agreement shall in no manner preclude or restrict Licensee from making any arrangements it may deem appropriate when responding to a request for relocation of its Wireless Installations by any person other than Licensor, where the improvements to be constructed by said person are not or will not become Licensor-owned, operated or maintained, provided that such arrangements do not unduly delay a Licensor construction project. The provisions of this Agreement are subject to RCW 35.99.060. In the event of a conflict between the provisions of this Agreement and the RCW, the RCW shall control.

9.8 Licensee recognizes the need for Licensor to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by Licensor and other public utility providers. Thus, Licensor reserves the right to maintain clear zones within the public right of way for installation and maintenance of said utilities. The clear zones for each right of way segment shall be noted and conditioned with the issuance of each right of way permit. If adequate clear zones are unable to be achieved on a particular right of way, Licensee shall locate in an alternate right of way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

9.9 No portion of the Wireless Installations attached to the Structures or Infrastructure by Licensee may be abandoned by Licensee without the express written consent of Licensor. Any plan for abandonment or removal of Licensee's Wireless Installations must be first approved by the Public Works Director, which shall not be unreasonably withheld or delayed, and all necessary permits must be obtained prior to such work.

10. INSURANCE

10.1 Insurance Term. Licensee shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may be caused, in whole or in part, by operations or activities performed by or on Licensee's behalf with the issuance of this Agreement.

10.2 No Limitation. Licensee's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Licensee to the coverage provided by such insurance, or otherwise limit Licensor's recourse to any remedy available at law or in equity.

10.3 Scope of Insurance. Licensee shall obtain insurance of the types and coverage described below:

(a) Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form or its equivalent, and shall cover liability caused, in whole or in part, by operations, products-completed operations, and contractual liability. There shall be no specific exclusion for liability arising from explosion, collapse or underground property damage. Licensor shall be included as an additional insured under Licensee's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.

(b) Automobile Liability insurance if vehicles will be used in the performance of this contract, covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form or its equivalent.

10.4 Amounts of Insurance. Licensee shall maintain the following insurance limits:

(a) Commercial General Liability insurance shall be written with limits of $1,000,000 each occurrence for bodily injury and property damage, $2,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit.

(b) Automobile Liability insurance with a combined single limit for bodily injury and property damage of $1,000,000 per accident.

10.5 Other Insurance Provision. Licensee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect Licensor. Any Insurance, self-insurance, or self-insured pool coverage maintained by Licensor shall be excess of the Licensee's insurance and shall not contribute with it.

10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-:VII.

10.7 Verification of Coverage. Licensee shall furnish Licensor with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of Licensee before issuance of the Permit.

10.8 Notice of Cancellation. Licensee shall provide Licensor with written notice of any required policy cancellation or nonrenewal that is not replaced, within two business days of their receipt of such notice.

10.9 Failure to Maintain Insurance. Failure on the part of Licensee to maintain the insurance as required shall constitute a material breach of the Agreement entitling Licensor to Liquidated Damages under Section 14, below, or such other and further relief provided for herein or by law. Alternatively, Licensor may, after giving thirty (30) days' notice to Licensee to correct the breach, immediately terminate this Agreement.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OR ANY PURCHASER OF SUCH PARTY OR ANY OTHER PERSON, FOR LOST PROFITS OR OTHER BUSINESS

INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, EXCEPT THAT THE EXPRESS INDEMNIFICATION OBLIGATIONS MADE BY THE PARTIES IN SECTION 12 OF THIS AGREEMENT SHALL STILL APPLY.

12. INDEMNIFICATION

12.1 Licensee agrees to indemnify, save and hold harmless, and defend Licensor, its elected officials, officers, authorized agents, boards and employees, acting in official capacity, from and against any liability, damages or claims, costs, expenses, settlements or judgments arising out of, or resulting from the granting of this Agreement or Licensee's activities, or any casualty or accident to person or property that occurs as a result of any construction, excavation, operation, maintenance, reconstruction or any other act done pursuant to the terms of this Agreement, provided that Licensor shall give Licensee timely written notice of its obligation to indemnify Licensor. Licensee shall not indemnify Licensor to the extent any damages, liability or claims result from Licensor's negligence, willful misconduct, or breach of obligation of Licensor, its officers, authorized agents, employees, attorneys, consultants, or independent contractors for which Licensor is legally responsible, or for any activity or function conducted by any person other than Licensee.

12.2 In the event Licensee refuses to undertake the defense of any suit or any claim, after Licensor's request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and Licensee's refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Licensee, then Licensee shall pay all of Licensor's reasonable costs and reasonable expenses for defense of the action, including reasonable attorneys' fees of recovering under this indemnification clause, as well as any judgment against Licensor.

Should a court of competent jurisdiction or such other tribunal as the parties agree shall decide the matter, determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Licensee and Licensor, its officers, employees and agents, Licensee's liability hereunder shall be only to the extent of Licensee's negligence. It is further specifically and expressly understood that the indemnification provided in Section 12 of this Agreement constitutes Licensee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

13. DEFAULT AND TERMINATION

13.1 Licensee's Default and Licensor's Remedies. If Licensee does not cure its Default, then thereafter Licensor may elect any of the following remedies:

(a) suspend Licensee's access to the Structure or Infrastructure to which the Default pertains;

(b) terminate the specific Site License Agreement(s) or affected portion thereof covering the Structure(s) or Infrastructure to which the Default pertains;

(c) require Licensee's obligation to which the Default has been declared to be specifically performed; or

(d) maintain an action at law against Licensee for damages directly incurred by Licensor arising directly from Licensee's uncured Default.

13.2 Licensor's Default and Licensee's Remedies. If Licensor does not cure its Default, then thereafter, Licensee may elect to pursue any rights or remedies available to Licensee at law or in equity.

13.3 Voluntary Termination of Site License Agreement.

(a) A Site License Agreement may be terminated by Licensee for any reason or no reason, and without further liability to Licensee, at any time prior to the Commencement Date effective upon written notice to Licensor.

(b) A Site License Agreement may be terminated by Licensee after the Commencement Date for any reason or no reason effective upon the later of (i) thirty (30) days' following written notice to Licensor and (ii) the date of removal of the Wireless Installation. In the event Licensee has paid a Fee to Licensor for the use of the Licensed Site, then Licensor shall have the right to retain the Fee without refund or other credit to Licensee.

14. LIQUIDATED DAMAGES.

14.1 Licensor and Licensee recognize the delays, expense and unique difficulties involved in proving in a legal preceding the actual loss suffered by Licensor as a result of Licensee's breach of certain provisions of this Agreement. Accordingly, instead of requiring such proof, Licensor and Licensee agree that Licensee shall pay to Licensor, the sum set forth below for each day or part thereof that Licensee shall be in breach of specific provisions of this Agreement. Such amount is agreed to by both parties as a reasonable estimate of the actual damages Licensor would suffer in the event of Licensee's breach of such provisions of this Agreement.

(a) Subject to the provision of written notice to Licensee and a thirty (30) day right to cure period, Licensor may assess against Licensee liquidated damages as follows: two hundred dollars ($200.00) per day for any material breach of the Agreement.

(b) Licensor shall provide Licensee a reasonable extension of the thirty (30) day right to cure period described in Section 14.1(a) of this Agreement if Licensee has commenced work to cure the violation, is diligently and continuously pursuing the cure to completion and requested such an extension, provided that any such cure is completed within one hundred and twenty (120) days from the written notice of default.

(c) If liquidated damages are assessed by Licensor, Licensee shall pay any liquidated damages within forty-five (45) days after they are assessed and billed.

(d) In the event Licensee fails to cure within the specified cure period, or any agreed upon extensions thereof, liquidated damages accrue from the date Licensor notifies Licensee that there has been a violation.

14.2 The recovery of amounts under Section 14.1(a) of this Agreement shall not be construed to limit the liability of Licensee under the Agreement or an excuse for unfaithful performance of any obligation of Licensee. Similarly, the parties agree imposition of liquidated damages are not intended to be punitive, but rather, for Licensor cost recovery purposes.

15. CASUALTY. In the event of damage to a Structure and/or Infrastructure due to a Casualty Event that cannot reasonably be expected to be repaired within forty-five (45) days following such Casualty Event or which Licensor elects not to repair, or if such Casualty Event is reasonably be expected to disrupt Licensee's operations on the Structure and/or Infrastructure for more than forty-five (45) days, then Licensee may, at any time following such Casualty Event; (i) terminate the applicable Site License Agreement or affected portion thereof upon fifteen (15) days' written notice to Licensor; (ii) place a temporary facility, if feasible, at a location equivalent to Licensee's current use of the Structure and/or Infrastructure, as the case may be, until such time as the Structure and/or Infrastructure is restored and the Wireless Installation is returned to full on-air operation in the ordinary course of Licensee's business; or (iii) submit a new Site License Application for an alternate location equivalent to Licensee's current use of the Structure and/or Infrastructure, in which case Licensor shall waive the application fee and transfer all remaining rights to

the new Structure and Infrastructure, as the case may be, as long as such relocation was due to a Casualty Event not caused by Licensee. If Licensee elects to terminate the Site License Agreement, notice of termination shall cause the applicable Site License Agreement or affected portion thereof to terminate with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the applicable Site License Agreement. Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof, and to be reimbursed for any prepaid Fee on a pro rata basis. If Licensee does not elect to terminate the applicable Site License Agreement, then the Fee shall fully abate during the period of repair following such Casualty Event until the date that the Wireless Installation is returned to full on-air operation in the Licensed Site in the ordinary course of Licensee's business.

16. MISCELLANEOUS PROVISIONS

16.1 Notices. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the Parties as follows:

If to Licensee (including invoices):	**If to Licensor:**
Cellco Partnership d/b/a Verizon Wireless Attn: Network Real Estate 180 Washington Valley Road Bedminster, New Jersey 07921	City of Camas Attn: City Administrator 616 NE 4th Avenue Camas, WA 98607
With a copy to the AT&T Legal Department: Cellco Partnership d/b/a Verizon Wireless Attn: Pacific Market General Counsel 15505 Sand Canyon Avenue Irvine, CA 92618	

Contact Number for day to day operation:

Licensor: 1-360-834-6864
Licensee: 1-800-264-6620

Any Party may change its address or other contact information at any time by giving the other Party, and Persons named above, written notice of said change.

16.2 Force Majeure. This Agreement shall not be revoked, nor shall Licensee be liable for damages, due to any act or omission that would otherwise constitute a violation or breach that occurs without fault of Licensee or occurs as a result of circumstances beyond Licensee's reasonable control. Provided, however, Licensee acts diligently to correct any such act or omission.

16.3 Assignment and Transfer. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon thirty (30) days' written notice, either Party may assign this Agreement or its rights or obligations to (a) an Affiliate or (b) in connection with the sale or other transfer of substantially all of Licensee's assets in the FCC market area where the Structures are located.

16.4 Compliance with Laws. Licensee and Licensor agree to comply with all Laws.

16.5 Applicable Law. This Agreement shall be interpreted, construed, and enforced, in accordance with the laws of the state where the Structures are located without regard to its conflict of laws principles, and, where applicable, federal law.

16.6 Waiver of Jury Trial. Each Party waives its right to a trial by jury on disputes arising from this Agreement.

16.7 Change of Law. Either Party may, upon thirty (30) days' written notice, require that the terms of this Agreement which are affected by any New Law be renegotiated to conform to the New Law on a going forward basis for all existing and new Wireless Installations, unless the New Law requires retroactive application, except that, notwithstanding a New Law, the Fee shall remain unchanged for any Wireless Installations in place as of the time the New Law became effective. In the event that the Parties are unable to agree upon such new rates, terms of conditions within ninety (90) days after such notice, then any rates contained in the New Law shall apply as of the effective date of the New Law forward (except as to the Fee for any Wireless Installations in place as of the time the New Law became effective) until the negotiations are completed or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction. Except as provided in the preceding sentence, all terms in the existing Agreement shall remain in effect while the Parties are negotiating.

16.8 Exhibits. In the event of any inconsistency between the provisions of this Agreement and any Exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such incorporated Exhibits unless such Exhibit specifies otherwise.

16.9 Waiver; Severability. No provision of this Agreement may be waived except in a writing signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect, and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

16.10 Survival. The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement, shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

16.11 Entire Agreement; Amendments. This Agreement (including the Exhibits hereto) embodies the entire agreement between Licensee and Licensor with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Party or Parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

16.12 Execution in Counterparts. This Agreement may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

City of Camas

By:_____

Name:_____

Its:_____

Date:_____

Cellco Partnership d/b/a Verizon Wireless

By:_____

Name:_____

Its:_____

Date:_____

EXHIBIT 1

DEFINED TERMS

As used herein, the following capitalized terms in the Agreement have the meaning ascribed to them below.

"Abandon" means to permanently relinquish ownership of a Structure and/or Infrastructure in its then existing location.

"Acknowledgment" means a written memorandum signed by the Parties confirming the Commencement Date and the date of expiration of the Site License Initial Term.

"Affiliate" means any entity that controls, is controlled by, or is under common control with a Party.

"Agreement Initial Term" means an initial term of ten (10) years.

"Annual Term" means a term of one (1) year.

"Approved Licensor Work Cost Estimate" means Licensee's written approval of a Licensor Work Cost Estimate.

"Casualty Event" means any casualty, fire, act of God, or other harm affecting a Structure and/or Infrastructure licensed in whole or in part to Licensee pursuant to a Site License Agreement.

"Commencement Date" means the first day of the month following the day Licensee commences installation of the Wireless Installation at a particular location under a Site License.

"Days" means calendar days. If deadline or other date falls on a non-business day (including weekends, holidays recognized by the federal government, and holidays recognized by the state where the Structure is located), that date shall be extended to the next business day.

"Default" means the failure by a Party to perform any material term of condition of this Agreement where such failure continues for a period of more than thirty (30) days after receipt of written notice from the other Party of such failure identified with reasonable specificity as to the material term or condition of this Agreement which the Party is alleged to have failed to perform. Notwithstanding the foregoing, no Default will be deemed to exist if a Party has commenced to cure the alleged failure to perform within such thirty (30) day period, and thereafter such efforts are prosecuted to completion with reasonable diligence. Delay in curing an alleged failure to perform will be excused if due to causes beyond the reasonable control of the Party again whom the failure to perform has been alleged.

"Effective Date" means the latest date in the signature blocks in the Agreement.

"Emergency" means a situation in which there is an imminent threat of injury to person or property, or loss of life.

"FCC" means the Federal Communications Commission.

"FCC 2018 Order" means the Federal Communications Commission's Declaratory Ruling and Third Report and Order, FCC 18-133, Released September 27, 2018.

"Fee" means the annual payment for Licensee's Permitted Use of the Structure and Infrastructure at the Licensed Site.

"Holdover Term" means a month to month term following the termination of a Site License Agreement.

"Infrastructure" means any and all forms of existing power supply, conduit, or other form of infrastructure fixtures or equipment for the delivery of power or communication services to a Structure or otherwise located in the public right of way or other location controlled or owned by Licensor.

"Interference" means any material and adverse physical obstruction or impairment with the radio signals or operation of Licensee's Wireless Installation utilizing a Structure or Infrastructure authorized to be used by Licensee pursuant to Site License Agreement.

"Laws" means all federal, state and local laws, orders, rules and regulations applicable to Licensee's use of the Wireless Installation on the Structure and/or Infrastructure and Licensor's ownership and use of the Structure, Infrastructure and any other improvements or equipment in the public right of way, as the case may be.

"Licensed Site" means the areas approved for Licensee's Permitted Use as described or depicted in a Site License Agreement.

"Licensee Indemnitees" means Licensee, its employees, affiliates, officers, directors, successors and assigns.

"Licensor Indemnitees" means Licensor, its officers, officials and employees.

"Licensor's Cost" means Licensor's cost calculated pursuant to the terms and conditions of the FCC 2018 Order.

"Licensor Work" means the work required on, in or to Licensor's Structure and/or Infrastructure to accommodate Licensee's Wireless Installation, including relocating, replacing, upgrading and/or reinforcing the existing Structure or Infrastructure.

"Licensor Work Cost Estimate" means Licensor's written estimate of the estimated direct costs, including fully loaded labor costs to perform the Licensor Work in a Site License Application.

"NEC" means the National Electric Code.

"NESC" means the National Electrical Safety Code.

"New Laws" means any legislative, regulatory, judicial, or other action affecting the rights or obligations of the Parties, or establishing rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Wireless Installation on public infrastructure or in the right-of-way, that differ, in any material respect from the rates, terms or conditions of the Agreement.

"Person" or "Persons" means any person or entity;

"Parties" means Licensor and License collectively.

"Party" means individually Licensor and Licensee.

"Permitted Use" means the transmission and reception of communications signals, and the installation, construction, modification, maintenance, operation, repair, replacement and upgrade of the Wireless Installation necessary for the successful and secure use of the Licensor's Structures and Infrastructure.

"Pre-Approved Wireless Installation" means any Wireless Installation design for Licensee's use of a Structure and/or Infrastructure which has been approved in writing by Licensor.

"RF" means radio frequency.

"Safety Codes" means collectively the NEC, NESC, and any and all other applicable regulatory codes for safe practices when performing work on or near a Structure and/or Infrastructure.

"Site License Agreement" means the Site License Agreement attached as Exhibit 3.

"Site License Application" means an application by Licensee to use a Licensed Site in the form attached as Exhibit 2.

"Site License Initial Term" means an initial term of ten (10) years.

"Site License Renewal Term" means a renewal term of five (5) years upon the same terms and conditions as set forth in the applicable Site License.

"Site License Term" means collectively the Site License Initial Term, any Site License Renewal Terms, any Annual Terms and any Holdover Term.

"Technical Grounds" means, in light of prevailing industry engineering standards, reasons of insufficiency of capacity, safety, reliability and/or generally applicable engineering purposes consistent with applicable Laws.

"Term" means the Agreement Initial Term and any renewal terms exercised pursuant to Section 2.1 of the Agreement.

"Wireless Installation" means antennas, communications equipment, electric and communications cables, and related accessories and improvements, including facilities that operate on FCC-approved frequencies in the bands authorized for commercial wireless communication services pursuant to FCC licenses issued to Licensee, and all associated equipment, located in, under, upon, adjacent to or through a Structure or Infrastructure owned or controlled by Licensor pursuant to a Site License Agreement (in accordance with Section 4.2 hereof) approved in writing by Licensor.

EXHIBIT 2
SITE LICENSE APPLICATION

Page 1 of 2

				Equipment Owner			**Applicant (if different than Equipment Owner)**
Application Date:			Name:			Name:	
Site Name/Project #:			Address:			Address:	
			Contact Name:			Contact Name:	
Approved by:			Phone #:			Phone #:	
Date:						Email:	

Approval of this application does not constitute as the permitting approval of the Wireless Installation; a separate application for permitting is required for construction and operation.

WIRELESS INSTALLATION - ATTACHMENT TO EXISTING STRUCTURE

Structure Pole #	Location/GPS Coordinates		Antenna Grade (Highest Point)	Antenna Dimensions (HxWxD)	Equipment Weight	Transmit Frequency	Receive Frequency	Output Power Level
	LAT	LONG						
Notes:								

EXHIBIT 2
SITE LICENSE APPLICATION

Page 2 of 2

WIRELESS INSTALLATION – STRUCTURE REPLACEMENT

Structure Pole #		Location/GPS Coordinates		Antenna Grade (Highest Point)	Antenna Dimensions (HxWxD)	Equipment Weight	Transmit Frequency	Receive Frequency	Output Power Level
		LAT	LONG						
Existing									
New									
Existing									
New									
Existing									
New									
Existing									
New									
Existing									
New									
Existing									
New									
Existing									
New									
Notes:									

EXHIBIT 3

FORM OF SITE LICENSE AGREEMENT

This is Site License Agreement, is made this_____ day of_____, 20___, between_____[name of City/Town/Village/County/etc.] ("Licensor") and CELLCO PARTNERSHIP d/b/a Verizon Wireless ("Licensee").

1. License Agreement for Wireless Installations on Public Structures. This Site License Agreement as referenced in that certain License Agreement for Wireless Installations On Public Structures, between Licensor and Licensee dated _____, 20____ ("Agreement"). Licensee has submitted a Site License Application pursuant to the Agreement, and Licensor has reviewed the application and grants approval subject to the terms of this Site License Agreement. All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction or inconsistency between the terms of the Agreement and this Site License Agreement, the terms of this Site License Agreement shall govern. Capitalized terms used in this Site License Agreement shall have the same meaning ascribed to them in the Agreement unless otherwise indicated herein.

2. Project Description and Locations. Licensee shall have the right to install and attach Wireless Installations on, under, and above the public right of way owned or controlled by Licensor, on, in and adjacent to the specific Structure and Infrastructure as identified and described in Exhibit 1 attached hereto (collectively the "Licensed Site").

3. Term. The Site License Term of this Site License Agreement shall be as set forth in Section ____ of the Agreement.

4. Fee. The Fee shall be in the amount and otherwise payable in accordance with the Agreement as set forth in Section _____ of the Agreement.

5. Special Provisions, If Any (Specific to the Licensed Site).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

LICENSOR: City of Camas

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE: Cellco Partnership d/b/a Verizon Wireless

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBITS

1 Licensed Site, Wireless Installation Equipment List and Plans

EXHIBIT 1 TO SITE LICENSE AGREEMENT

Licensed Site, Wireless Installation Equipment List and Plans

Licensee Wireless Installation Reference: [LICENSEE TO COMPLETE]

Site Name/Number:

Structure pole number: [LICENSOR TO COMPLETE]

Structure Latitude and Longitude (Approximate): [LICENSEE TO COMPLETE]

Wireless Installation Equipment List: [LICENSEE TO COMPLETE]

Wireless Installation Plans: See the attached plan set dated _____ 20__ prepared by _____ consisting of (___) page(s).