

Agreement No. 7275

THIS AGREEMENT, made and entered into, by and between the CITY OF PORTLAND, a municipal corporation of the State of Oregon by and through its City Officials, hereinafter called "City" and the STATE OF OREGON, by and through the Department of Transportation, Highway Division, hereinafter called "State";

W I T N E S S E T H :

RECITALS:

1. By authority granted in certain ORS provisions City entered into an Urban System Project Agreement concerning improvement of W. Burnside Street at S. W. Tichner Street. City officials have acted in this matter pursuant to Ordinance No. _____ adopted by its City Council on the _____ day of _____.
2. City is willing and able to finance its pro rata share of each of the following: (1) the right of way, (2) relocation costs, and (3) all expenses incurred by the acquisition program.
3. State has a Right of Way Staff capable of performing the real property acquisition phase for the Project and is also capable of assisting City in preliminary phases leading up to the acquisition phase of the project.
4. City and State propose to enter into this agreement for the purpose of employing State to perform services in the acquisition phase and other phases preliminary thereto for the project. City and State hereby pledge complete cooperation with each other in order to accomplish the project.

NOW THEREFORE, the premises in general as stated in foregoing RECITALS, it is agreed by and between the parties hereto as follows:

I

City agrees to and hereby does employ State and State agrees to act for City in performing the services hereinafter called for in this agreement in connection with the project. The parties hereto mutually agree to the following:

II

THINGS TO BE DONE

A. Preliminary Phase

1. State will provide survey approval and notice when FHWA funds are approved for the project.

2. State will provide estimate of real property costs, temporary easements, moving costs, incidentals, and demolition.

B. Acquisition Phase

1. General

- a. Both parties will strictly follow the laws, policies and procedures of the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970", Federal-Aid Highway Program Manual Volume 7 and State of Oregon Right of Way Manual, Official Publication 74-4.
- b. State will pay all costs of real property, temporary easements and cost of services as set out in General Provisions.
- c. City will certify to the Right of Way Supervisor that the right of way is clear five weeks ahead of contract letting.

2. Legal Descriptions

- a. City will provide sufficient surveys, vesting deeds, maps and other data, so that legal descriptions of the property can be written.
- b. State will write legal descriptions, prepare property map, assign a file number and type option agreements.
- c. City to specify use to be made of property (nature of interest to be acquired) (duration of interest, if not perpetual).

3. Real Property and Title Insurance.

- a. State will order preliminary title reports and title insurance at the appropriate times.
- b. State will provide encumbrance report.
- c. City will check encumbrances and notify State which are objectionable.
- d. City will approve sufficiency of title.

4. Appraisal Process

- a. State will appraise real property to be acquired.
- b. State will make review appraisal by qualified senior appraiser.

- c. State will submit review appraisal to City who will promptly approve or disapprove the amount and notify State.
- d. Appraiser(s) to testify in court whenever and if need arises.

5. Negotiation

- a. State will handle this function.
- b. All monetary offers are to be made to the land owner in writing at the review and approved figure. Offers and options above the approved figure are to be accompanied by an administrative review justification.
- c. All proposed legal settlements made by City over the reviewed and approved figure are to be cleared with the State, prior to settlement, to assure compliance with applicable regulations.

6. Relocation

- a. State will provide replacement housing benefit computations, moving cost estimates, incidental cost estimates and relocation review service.
- b. State will submit additive computations to City who will promptly approve or disapprove the amount and notify State.
- c. State will provide all relocation services to relocatees, process all claims and pay promptly.
- d. City will promptly establish an appeal procedure whereby displacees are informed of the procedure at the outset of negotiations.
- e. State will assist and provide necessary evidence at relocation appeal hearing.

7. Property Management

- a. State will take possession of properties as tenants move out.
- b. State will handle disposal of all improvements and excess land.

C. Closing Phase

- 1. State will process options and settlements at the amount approved by City.

2. State will draw deeds and necessary releases and satisfactions and have them executed and recorded.
3. State will make payments for all property, incidental expenses, and relocation claims.
4. State will provide City with copies of all pertinent letters, title reports, deeds, other recorded documents, and obligations of real property acquisition.

D. Condemnation

- i. State, upon request, will provide formats for condemnation resolutions, legal letters of offer, complaints and summons.
2. City will handle entire condemnation action.
3. City will send written request to State for any additional appraisals required for condemnation.
4. State will obtain appraisal and have reviewed by qualified senior appraiser.
5. State will submit reviewed appraisal to City for approval and use by their Attorney. The Attorney will offer the land owner or his representative the reviewed and approved figure.

GENERAL PROVISIONS

1. State, in the first instance, shall pay all costs of the project, collect Federal Aid funds from the Federal Highway Administration in the usual manner, and furnish City with an itemized statement of the actual total cost of the project as soon as the same is available.

2. It is expressly understood that City shall contribute to the actual total cost of the project as follows:

City shall contribute 100 percent of the difference between the actual total cost of the project and the amount contributed by the Federal Government.


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year hereafter written.

The State Highway Engineer, acting under delegated authority from the Oregon Transportation Commission, authorized the Right of Way Manager to approve and execute this contract on behalf of the Commission.

Dated this _____ day of _____, 1980.

APPROVED AS TO FORM:

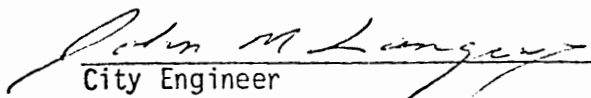
STATE OF OREGON, by and through
its DEPARTMENT OF TRANSPORTATION
Highway Division


Asst. Attorney General
and Counsel

J. B. Boyd, Right of Way Manager

APPROVED:

CITY OF PORTLAND, by and through
its City Officials


City Engineer

Commissioner of Public Works

APPROVED AS TO FORM:

City Auditor

City Attorney

ORDINANCE No. 151989

An Ordinance authorizing the City to enter into an agreement with the Oregon Department of Transportation, Highway Division, providing for right-of-way acquisition for the West Burnside/Tichner Project, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. Ordinance No. 150428, passed by the Council September 17, 1980, authorized Agreement No. 19061, which provided for preliminary engineering and construction of the Burnside/Tichner Project.
2. The project will provide for a right angle approach to Burnside from Tichner.
3. The project has been designed, plans and specifications have been prepared and the project is scheduled to be bid on September 24, 1981.
4. In order to construct the project, right-of-way acquisition will be required.
5. The State has prepared a supplemental right-of way agreement to the preliminary engineering/construction agreement for the project in which they agree to perform the necessary right-of-way acquisition for this project.

NOW, THEREFORE, the Council directs:

- a. That the Auditor and the Commissioner of Public Works are authorized to execute on behalf of the City, an agreement similar in form to the agreement attached to the original of this Ordinance and by this reference made a part hereof.

Section 2. The Council declares that an emergency exists because this right-of-way agreement is necessary prior to commencement of right-of-way negotiations; therefore, this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, JUL 15 1981

Commissioner Mike Lindberg
Vic Rhodes:jw
7-8-81
BUC 15900253

Attest:


Auditor of the City of Portland

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN		
LINDBERG		
SCHWAB		
STRACHAN		
IVANCIE		

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

Calendar No. **2395**

ORDINANCE No. 151989

Title

An Ordinance authorizing the City to enter into an agreement with the Oregon Department of Transportation, Highway Division, providing for right-of-way acquisition for the West Burnside/Tichner Project, and declaring an emergency.

Filed JUL 10 1981

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By Jordan Cravie

Deputy

INTRODUCED BY	
Commissioner Mike Lindberg	
NOTED BY THE COMMISSIONER	
Affairs	
Finance and Administration	
Safety	
Utilities	
Works <u>ML/MS</u>	
BUREAU APPROVAL	
Bureau: Street & Structural Engineering	
Prepared By:	Date:
Vic Rhodes:jw	7-8-81
Budget Impact Review:	
<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Not required	
Bureau Head: <u>R.O. Schmidt</u>	
R.O. Schmidt, Chief	
CALENDAR	
Consent	Regular <input checked="" type="checkbox"/>
NOTED BY	
City Attorney	
City Auditor	
City Engineer	
John M. Lang, P.E. <u>John M. Lang</u>	