

STATEMENT OF DELINQUENT LIENS AGAINST STREET RAILWAY.

Lien Docket	Page	Date of Entry	Improvement	Amount
5	13	10/9/1891	Improvement Washington Street at Fifth Street Portland Cable Company	\$ 133.56
5	90	2/19/1892	Improvement of Alder Street at Fifth Street Portland Cable Company	11.05
6	334	6/10/1893	Improvement of Morrison Street Portland Street Ry. Co.	63.25
15	14	6/23/1905	Improvement of First Street Portland Consolidated Ry. Co. (Engineering & adv. unpaid)	803.68
16	8	1/30/1906	Improvement of Front Street Portland Consolidated Ry. Co.	23075.13
19	193	6/18/1908	Improvement of Oak Street Portland Ry. Lt. & Power Co.	42.00
26	348	12/2/1910	Improvement of 19th Street P. R. L. & P. Company	2,544.75
5	331	9/24/1892	Improvement Pine St. (now Blandena Ave) Portland & Vancouver R R Co.	13.24
6	161	12/19/1892	Improvement Hawthorne Avenue East Side Railway Co.	4.95
28	212	12/22/1910	Improvement Tillamook Street P. R. L. & P. Co.	1,487.16
29	76	1/20/1911	Improvement East 28th Street (Wasco to Halsey) P. R. L. & P. Co.	936.24
30	243	4/20/1911	Reassessment improvement Halsey St. P. R. L. & P. Co.	3,038.81
48	114	2/19/1914	Removing Weeds, etc., P. R. L. & P. Co.	3.00

32,156.82

81344
Ford St. Bridge

March 2, 1922

Mr. O. Laurgaard,
City Engineer,
CITY HALL.

Dear Sir:-

I append hereto copy of a proposed ordinance transmitted by Mr. John M. Mann, Commissioner of Public Utilities, providing for the taking over of the Ford Street Bridge by the City in return for various concessions to be made by the Portland Railway, Light and Power Company, including the payment of the sum of one-fourth of one cent for every car of the street railway company passing over the said bridge, and the settlement of various suits now pending between the City and the railway company. You will also find attached hereto a communication from the City Attorney, setting forth the main facts relative to these suits.

Will you kindly make an examination of the proposals of the street railway company and report to me whether you consider that the offer made by the street railway company is of advantage to the City, taking into consideration the condition of the present Ford Street Bridge and also the likelihood that in the near future it will be necessary to construct a larger and more permanent bridge to take the place of the present Ford Street Bridge.

This matter should be taken up with despatch as the City has secured postponement of the trial of some of the cases mentioned in the offer of the street railway company until the middle of March.

Yours very truly,

COMMISSIONER OF PUBLIC WORKS

AJ:G

83513

Ford St. Bridge

COPY

Portland, Ore., March 18, 1922

Honorable George L. Baker,
Mayor of Portland,
City Hall,
Portland, Oregon.

Dear Mr. Mayor:

As a resident and taxpayer for nearly twenty years on Portland Heights, I wish to call to your attention, in connection with the general improvements of streets throughout the city, which I understand the Council is contemplating for this year, the condition of Ford Street, or Vista Avenue, and particularly the bridge across the Jefferson Street canyon known as the Ford Street Bridge. Vista Avenue is the principal artery to one of Portland's finest residential sections and it is the only means of reaching the Heights by street railway transportation and it is the one view drive which everyone takes to reach the Fairmount Boulevard and other scenic drives of the city, being the only hard surface artery. The bridge at Ford street is narrow and due to the heavy traffic received needs attention. As present constructed it is impossible for automobiles to pass street cars while crossing the bridge and the bridge should be widened so as to permit free traffic of both street cars and automobiles. This bridge is really one of the most important streets in the City of Portland and I respectfully submit that it should be maintained by the City on the same plan as the bridges crossing the Willamette River, free to automobile and pedestrian traffic and with a reasonable rental for use as a street car highway.

Trusting that you and the Council will give consideration to the points raised here, I am,

Very truly yours,
J.A. Currey.

March 27, 1922

Mr. J. A. Currey,
District Manager of the Truscon Steel Co.,
194 N. 13th street,
Portland, Oregon.
Dear Mr. Currey:

Your letter of the 18th inst. addressed to the Honorable George L. Baker, Mayor, has been referred to me by him for investigation and consideration. At this time I desire to advise you that a study is being made of the Ford street bridge proposal. It is expected that a report will be submitted by this office to the Commissioner of Public Works for the consideration of the Council some time in the near future, in which I expect to cover some of the points brought to the Mayor's attention by you in your letter.

In behalf of the Mayor, I desire to express his appreciation for calling this matter to his attention.

Yours truly,

CITY ENGINEER.

OL-H

84693

Ford St. Bridge

March 27, 1922

Honorable George L. Baker,
Mayor.
Dear Sir:

I am returning herewith letter from Mr. J. L. Currey
to you, dated March 18th, and a copy of my reply.

Yours respectfully,

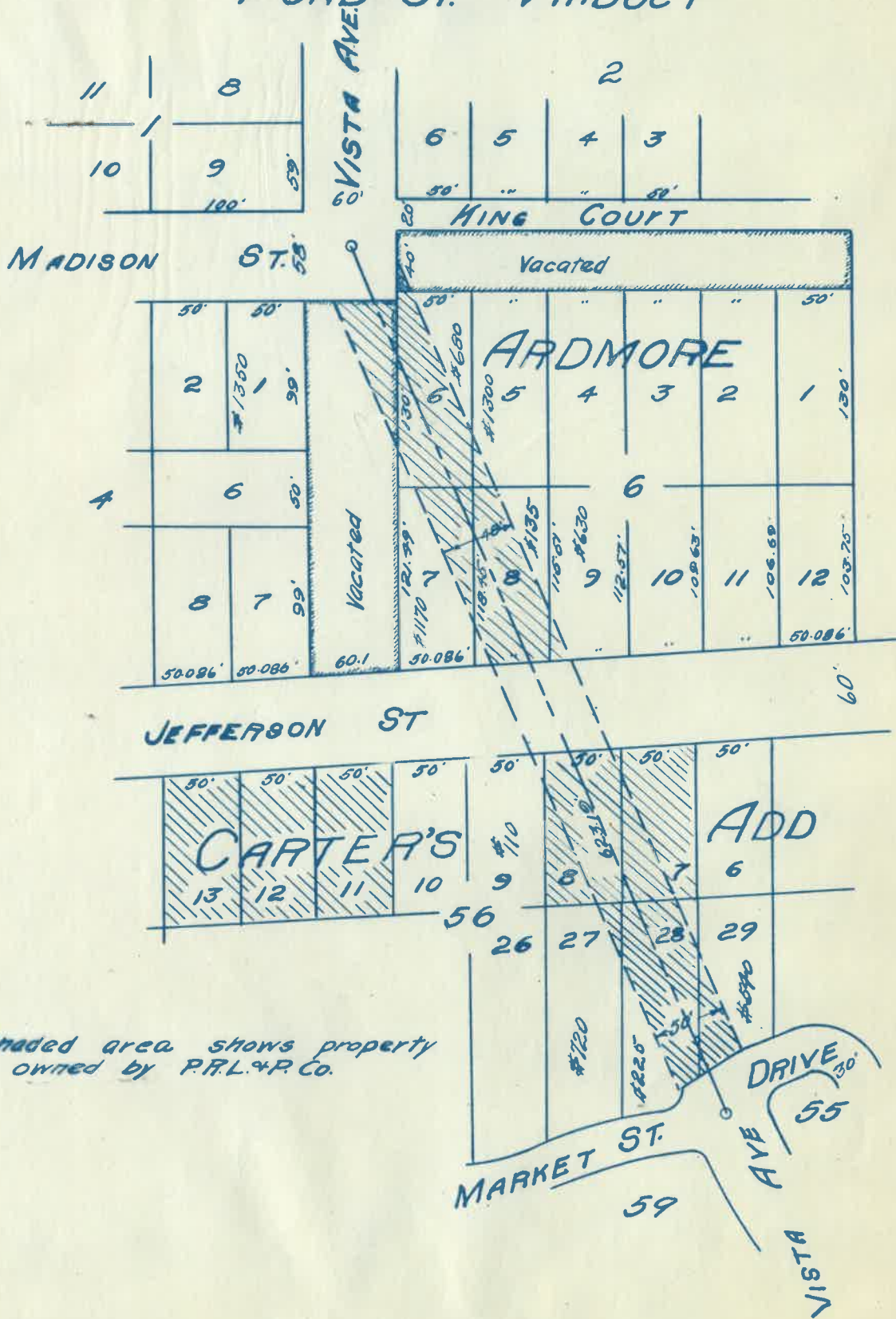
CITY ENGINEER.

OL-H
2 Encls.

84694
Ford St. Bridge

MAP

Showing the
Right of Way of the
FORD ST. VIADUCT



Shaded area shows property owned by P.R.L. & P. Co.

Sheet 4101



260
50
130000

CITY OF PORTLAND, OREGON

DEPARTMENT OF PUBLIC WORKS

A. L. BARBUR, COMMISSIONER

March 31, 1922

O. LAURGAARD
CITY ENGINEER

Mr. A. L. Barbur,
Commissioner of Public Works.
Dear Sir:

In accordance with your instructions, a complete investigation has been made of the proposed ordinance providing for the acquisition of the Ford street bridge, and the settlement of certain litigation embracing assessments for street improvements against the Portland Railway, Light and Power Company. I am returning herewith the ordinance as submitted and the opinion of the City Attorney, together with a list of these district improvements in which the assessments are included.

It is imperative that this matter receive very early consideration; First, because the Ford street bridge is in need of repairs which have been postponed from time to time pending definite action relative to the taking over of the bridge by the city, and, second, for the reason that property owners in the Portland Heights District are desirous of having a wider bridge and one that will more adequately provide for the traffic.

The present viaduct situated on Vista Avenue, known as the Ford street bridge, was constructed by the Portland Railway Company under the terms of a franchise passed Nov. 24, 1902, embraced in Ordinance No. 13089. The rights and franchises of the above company are now owned by the Portland Railway, Light and Power Company. According to the terms of this franchise the Railway Company is obligated to provide a bridge for vehicles and pedestrians, as well as its cars. It is stipulated that the bridge shall not be less than 40 feet nor more than 60 feet in width, and of a design approved by the City Engineer.

The bridge as built consists of a pin connected deck span, with the principal spans of 90 feet, supported by steel towers. The deck consists of planking laid directly on wood stringers. The present width of roadway between curbs is 33 feet, with a 6-foot plank sidewalk on each side, making a total width of 45 feet for the bridge. It is constructed on a grade

of approximately 7 percent, which grade is fixed by those of the street at each end.

The present roadway is so narrow that it is not safe to bring a vehicle between the street car and the curb. This, after taken into consideration with the grade of the viaduct, restricts the traffic to two lines of travel, only behind the street cars and automatically prevents the parking or stopping of cars on the viaduct. It is for this reason that the property owners on Portland Heights at this time seem to be anxious to have the bridge widened while repairs are in contemplation. Vista Avenue forms one of the principal approaches to the Portland Heights district and, in my opinion, the roadway on the bridge should be at least 36 feet between curbs to properly handle the traffic to which that roadway is subjected.

Estimates on several alternate plans have been prepared in order that you may have full information as to cost of repairs or replacement:

1- An estimate has been prepared for redecking the viaduct in its present condition, making necessary repairs, scraping and painting the steel and purchasing such spikes and bolts as may be necessary. Some work also has been estimated in relaying the rails. The total cost amounts to \$15,629.70. On the bases of wood decking, we find from past experience that it is not safe to figure a wood deck to last more than six years. When, therefore, the annual payments to retire the capital investment and interest, repairs, depreciation and insurance, in my judgment, this would make a total annual expenditure of \$5053.33.

2- An estimate has been prepared according to the attached plan, providing for steel I-beams in place of the wood stringers, in order that an asphaltic concrete wearing surface may be laid. The roadway, however, is kept at the present width of 33 feet, with two 6-foot walks. The total cost of such a repair, including structural steel, lumber, painting, repairs to abutment, rails, etc., is \$33,170.00.

3- An estimate has been prepared as per the accompanying plan, widening the roadway to 36 feet and narrowing the sidewalk from 6 feet to 4'6". The cost of structural steel, bolts, rivets, lumber, pavement, hand rail, scraping, painting, etc., amounts to \$35,895.00. In addition, however, some expenditures would be necessary for rails, laying and removing etc., which would bring the total to \$39,085.00.

This estimate would provide for asphalt wearing surface on the roadway and the replacement of considerable steel in the structure, in order that the increased loading may be provided for without considerably over-stressing the various members of the bridge.

It has been estimated that the maximum life of the bridge after these repairs have been made, would be approximately 15 years, except, of course, for the sidewalks, which would need to be

repaired once in that period. Transposing this cost of \$39,085.00 to an annual basis, including this annual payments to retire cost in 15 years, repairs to pavement and sidewalks, repairs to track paving and insurance, would amount to a total of \$5596.17.

It will be seen, therefore, that it would only cost approximately \$500.00 more per annum to make a substantial repair, rather than a temporary one, when the increased facilities for traffic delays, inconveniences, etc. are considered.

4- The plan of having only one track over the bridge, in order to provide clearance on the side of the cars for vehicles, has been considered but, on account of the steep grade of the roadway and serious objections thereto from the standpoint of operation, this plan was not seriously contemplated.

5- Preliminary plans have been made for a permanent viaduct to replace the present structure. It is proposed to construct a long central concrete arch, possibly 250 feet span, with massive concrete approaches, the roadway to have a width of 38 feet, 6-foot concrete sidewalks, concrete railing and appropriate lighting system. It has been estimated that such a viaduct at this time would cost approximately \$110,000.00 and would in my judgment last about 50 years. In my opinion a new viaduct of this character would be of decided benefit to a large district on Portland Heights, so that it would be proper in my judgment to assess a portion of the cost to an improvement district. On the basis of actual benefits to the street car company, considering to some extent the obligations under former franchises, I believe it would be fair if the City took over all responsibility for the bridge, such as maintenance, etc., that the Portland Railway, Light and Power Company should pay as an annual rental, based upon some fair price per car, for about one-fourth of the cost of the bridge. In my judgment, therefore, about one-half should be assessed to the property owners, one-half paid out of the general fund of the city, with, however, annual returns to the city from the street car company reimbursing the city for one-fourth of the cost.

On the basis of the Portland Railway, Light and Power Company paying an annual rental for one-fourth of the cost of the bridge, which is estimated, assuming the life of the bridge at 50 years, at \$1745.00, which amount provides for a sinking fund as well as the annual interest. Computing the life of the rails at 20 years and providing for annual maintenance of the rails, pavement and trolley system, the total is brought to \$2600.00.

The right of way which the Portland Railway Light and Power Company proposes to deed to the City, in case the bridge is taken over, comprises .57 of an acre and is worth not to exceed \$3000.00 in my judgment. Its value to the city as an asset would be nil, except as a right of way for a bridge.

In his letter to you the City Attorney advises that in the matter of collectibility of these assessments, he has not been able to find any case where a matter of that character has come before the Court. In the City Attorney's judgment a 50-50 basis of

settlement of the costs, which involves \$32,156.82, would be fair, and probably as much as the city would be able to recover at the end of the litigation, and it is not entirely clear to him whether the city would be able to recover anything.

RECOMMENDATIONS: In view, therefore, of the above estimates and results of investigations, in my judgment the City would be justified in relieving the Portland Railway, Light and Power Company of the responsibility of replacing the Ford street bridge, provided sufficient right of way is granted by them for the increased widening of the bridge, provided further that they would pay an annual rental for the use of the bridge in an amount equal to about 3¢ per car, which is the same rate for the Willamette river bridges and, provided, that they pay in addition such sum or sums as may be found reasonable by the Council or City Attorney, as the probable recovery on the lawsuits reduced to an annual charge.

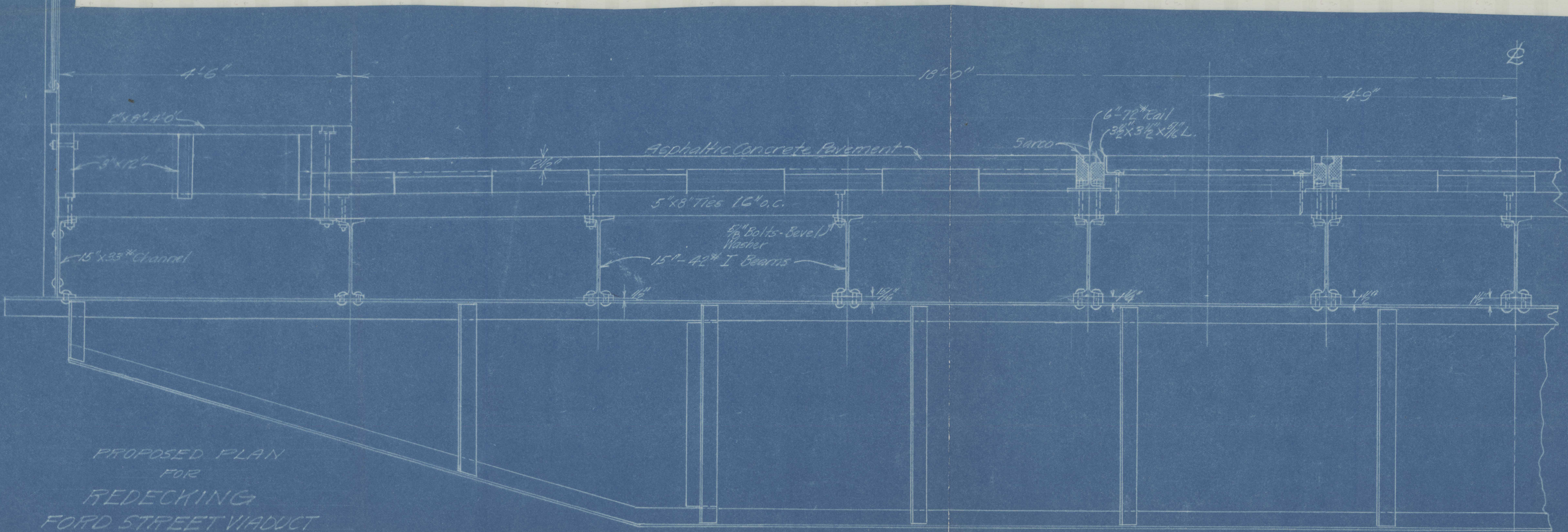
I would recommend that in case the Portland Railway, Light and Power Company are relieved of the necessity of reconstructing this bridge, that immediate steps be taken for the construction of a new bridge, the cost to be paid on some basis as above outlined. If that is undertaken, all immediate repairs at this time could be eliminated on the present bridge and the property of the Railway company could be removed, it being understood, however, that the company would assume the cost of all inconvenience and delay encountered by them during the construction of the new bridge.

Respectfully submitted,



CITY ENGINEER.

OL-H



PROPOSED PLAN
 FOR
 REDECKING
 FORD STREET VIADUCT
 Scale: 1" = 1' March, 1922.



O. LAURGAARD
CITY ENGINEER

CITY OF PORTLAND, OREGON

DEPARTMENT OF PUBLIC WORKS

A. L. BARBUR, COMMISSIONER

*File
Vista Ave*

March 27th, 1922.

Mr. R.E.Kremers,
Chief, Bureau of Const.,
City Hall.

Dear Sir:-

I am submitting a report on the cost of various methods of redecking and reinforcing the Ford Street Viaduct.

Estimate No. 1: - For redecking the viaduct just as it stands today and making necessary repairs, scraping, painting, etc.

Lumber in Place	- 286,000 F.B.M.	@ \$40.00	\$11440.00
Spikes and Bolts	- 8,540 Lbs.	@ .055	469.70
Concrete Abutments	- 60 Cu.Yds	@ 15.00	900.00
Scraping & Painting (2 coats)	- 230 Tons	@ 8.00	1840.00
		<u>Total</u>	\$14649.70
Removing & Relaying Rails	980 Lin.Ft.	@ 1.00	980.00
		<u>GRAND TOTAL</u>	\$15629.70

Estimate No. 2: - For redecking as per accompanying plan, replacing wood stringers with steel I Beams and laying Asphaltic Concrete Pavement. The roadway is to be kept at the same width of 33 feet with 2 - 6 foot sidewalks.

Structural Steel	- 310,000 Lbs.	@ \$.06	\$18,600.00
Bolts and Rivets	- 6,000 "	@ .08	480.00
Lumber in Place	90,000 F.B.M.	@ 40.00	3,600.00
Pavement	- 1,470 Sq.Yds.	@ 1.30	1,910.00
Handrail	1,060 Lin.Ft.	@ 2.50	2,650.00
Scraping & Painting	230 Tons	@ 8.00	1,840.00
Concrete Abuts.	60 Cu.Yds	@ 15.00	900.00
		<u>Total</u>	\$29,980.00

			<i>1400.00</i>
Rails	- 51,200 Ebs.	@ \$.275	\$14,080.00
Sarco	- 20,000 "	@ .02	400.00
Galv. Iron	- 2,200 Sq. Ft.	@ .15	330.00
Removing & Relaying Rails			<u>1,060.00</u>
			<i>3190.00</i>
	<u>Total for track Work</u>		\$15,870.00
	<u>GRAND TOTAL</u>		\$45,850.00 <i>23,170</i>

Estimate No. 3:- For redecking as per accompanying plan, widening the roadway to 36 feet and narrowing the side-walks to 4 feet 6 in.

Structural Steel			\$18,600.00
Bolts and Rivets			480.00
Lumber in Place	-116,000 F.B.M.	@ \$40.00	4,640.00
Pavement	2,000 Sq. Yds	@ 1.30	2,600.00
Handrail			2,650.00
Scraping & Paint- ing			1,840.00
Concrete Abutments			900.00
New Eye Bars for Lower Chords	26,500 Lbs.	@ \$.09	2,385.00
Removing old Eye Bars & placing new			<u>1,800.00</u>
		<u>Total</u>	<u>\$35,895.00</u>
			<i>1000.00</i>
Rails			\$14,080.00
Sarco			400.00
Galv. Iron			330.00
Removing & Relaying Rails			<u>1,060.00</u>
			<i>3190</i>
	<u>Total for Track Work</u>		\$15,870.00
	<u>Grand Total</u>		\$51,765.00 <i>39,085</i>

Under plans No. 2 and No. 3 a complete check should be made on all pin connections and riveted joints and all necessary repairs made before redecking. Under plan No. 2 the overstress on the lower chords will be so small that it would hardly seem advisable to enlarge the members as was done under Plan No. 3. Under plan No. 3 a check on unit stresses shows the following

	<u>Unit stress</u>	<u>Allowable</u>
End Posts	14,100	13,550
Bottom Chord	19,600	16,000
Top Chord	13,600	12,000
Center Post	10,200	10,850
Center Diag.	17,600	16,000
Lower Columns	12,400	11,500

These stresses show that the only members overstressed to any great extent are the eye bars of the lower chords. It is planned to replace the existing lower chords with larger members and the probable cost of this work is placed in the estimate for Plan No. 3.

The accompanying maps show the land owned by the P.R.L & P. Co. as right of way for this viaduct. The deeds show that the Company paid about \$4500.00 for the portion north of Jefferson street and the nominal sum of \$1.00 for the portion south of Jefferson Street. As will be seen, the major portion of the right of way is 48 feet wide and the balance is 50 feet wide. This will leave only a small area to be obtained for a new structure which would be 50 feet wide. The assessed values of the property are shown on the map but an appraisal would be necessary to determine the actual value at present. However, the majority of the land is of very little value.

The schedules of the P.R.L & P. Co. show that there are 228 cars crossing this viaduct during a 24 hour period which would make a total of 83,220 cars as a basis of annual rental.

The statistics on bridges and viaducts show that this viaduct was built in 1903 at a cost of \$35,000. Assuming the life of the structure as 35 years, the remaining life would be 16 years. However, if the necessary repairs are made and the viaduct is kept properly painted the remaining life could probably be lengthened to 20 or even 25 years.

The cost of replacing this structure with a reinforced concrete arch viaduct with a 36 foot roadway and two 6 foot sidewalks would be approximately \$100,000.000

Yours very truly,

F. J. Fowler
BRIDGE ENGINEER.

FTF:T



O. LAURGAARD
CITY ENGINEER

CITY OF PORTLAND, OREGON

DEPARTMENT OF PUBLIC WORKS

A. L. BARBUR, COMMISSIONER

No. 34983		SUBJECT Ford St	
APR 3 1922		Bridge	
DEPARTMENT OF PUBLIC WORKS			
FOR YOUR ATTEN.	<i>OL</i>		
REPORT WRITTEN VEBAL			
REPLY DIRECT PREPARE			
ACK.			
REC'D.			
FORW'D.			
REC'D.			
SENT TO FILES BY	<i>my</i>	DATE	<i>4/4/22</i>

Mr. O. Laurgaard,
City Engineer.
Dear Sir:

In accordance with your
have been made of the repairing
of the viaduct which carries Vis
street canyon, and which has comm
street bridge.

This viaduct was constructed by the Portland
Railway Company in 1903 under the terms of the franchise
granted by Ordinance No. 13089, passed November 24, 1902.
The terms of this franchise provided that this bridge
be built and maintained by the Railway Company in such
manner as to provide passageways for vehicles and walks for foot
passengers, as well as a passageway for its cars, the bridge to
be of such width as the company may elect, but not exceeding
sixty feet nor less than forty feet in width, the design of
the bridge to be what is known as a combination bridge, approved
by the City Engineer.

The rights and franchise of the above company are
now owned by the Portland Railway Light and Power Company.
The bridge as built and now existing consists of pin connected
deck spans with principal spans of 90 feet, supported by steel
towers. The deck consists of planking laid directly on
wood stringers.

The present width of roadway between curbs is thirty-
three feet with six foot plank sidewalks on either side, making
the total width of the bridge forty-five feet. The roadway
has a grade of approximately seven percent rising to the
south, this grade being fixed by the street grades at the ends
of the viaduct.

The present roadway is so narrow that it is not
safe to drive a vehicle between a street car and the curb,
considering the grade of the viaduct and the traffic is
therefor virtually restricted to two lines of travel, and
prevents the parking of vehicles.



O. LAURGAARD
CITY ENGINEER

CITY OF PORTLAND, OREGON

DEPARTMENT OF PUBLIC WORKS

A. L. BARBUR, COMMISSIONER

March 29, 1922

Mr. O. Laurgaard,
City Engineer.
Dear Sir:

In accordance with your request, studies have been made of the repairing and improvement of the viaduct which carries Vista avenue across the Jefferson street canyon, and which has commonly been known as the Ford street bridge.

This viaduct was constructed by the Portland Railway Company in 1903 under the terms of the franchise granted by Ordinance No. 13089, passed November 24, 1902. The terms of this franchise provided that this bridge be built and maintained by the Railway Company in such manner as to provide passageways for vehicles and walks for foot passengers, as well as a passageway for its cars, the bridge to be of such width as the company may elect, but not exceeding sixty feet nor less than forty feet in width, the design of the bridge to be what is known as a combination bridge, approved by the City Engineer.

The rights and franchise of the above company are now owned by the Portland Railway Light and Power Company. The bridge as built and now existing consists of pin connected deck spans with principal spans of 90 feet, supported by steel towers. The deck consists of planking laid directly on wood stringers.

The present width of roadway between curbs is thirty-three feet with six foot plank sidewalks on either side, making the total width of the bridge forty-five feet. The roadway has a grade of approximately seven percent rising to the south, this grade being fixed by the street grades at the ends of the viaduct.

The present roadway is so narrow that it is not safe to drive a vehicle between a street car and the curb, considering the grade of the viaduct and the traffic is therefor virtually restricted to two lines of travel, and prevents the parking of vehicles.

Vista avenue forms one of the principal approaches to the Portland Heights district and the full use of the street is prevented on account of the narrowness of this bridge. Any plan for improvement should therefore provide for widening the roadway to at least thirty-six feet between curbs. Attached hereto is a report by Bridge Engineer Fowler giving estimated costs of three different plans for repairs or reconstruction.

It is estimated that to repair the bridge in its present condition, consisting of laying a new timber deck, painting the steel work and replacing the present timber bulkheads at the ends with concrete will cost \$15,629.70. The wooden deck would need to be replaced in approximately six years.

If this bridge is taken over by the city, in accordance with the terms of the proposed agreement drawn up by the Railway Company, the annual cost to the city would be approximately as follows:

Annual payments to provide sinking fund for renewing deck at end of six years	\$3183.33
Repairs to deck	— 50.00
Repairs and depreciation of track	— 500.00
Painting substructure	900.00
Insurance \$21.00 per \$1000.00 on \$20,000.00	420.00
	<u>\$5053.33</u>

In addition the City Attorney values the City's probable equity in assessments against the railway company at one-half of \$32,156.82, or \$16,078.41, the interest on which at 6 percent would amount to	964.70
Total annual cost	<u>\$6018.03</u>

The city would obtain the present steel structure and the right of way over which it stands. The value of the steel structure at the end of the life of the bridge would probably not exceed \$10.00 per ton or \$2300.00

The right of way comprises .57 acres and is not worth to exceed \$3000.00. Its value to the city as an asset would be nil as it can not be utilized for any other purpose than for the maintenance of the bridge.

It would seem proper to deduct from the annual cost to the city, 6 percent of \$2300.00, or \$138.00, which would make the net cost to the city of maintaining the bridge and tracks, \$5880.03. If this cost is to be paid for by the railway company in the form of a fixed sum per car crossing the bridge, the correct charge, based on 85,000 cars per annum, would be 6.9 cents per car.

This plan is not recommended for the reason that the existing bridge is inadequate for the present needs.

39255.00

Estimate No.3 is based on widening the roadway to thirty-six feet and providing an asphalt wearing surface in the roadway supported on steel stringers with new rails, as shown on the sketch attached to Mr. Fowler's report. The cost of this work which would require the strengthening of the main truss members is estimated at \$51,765.00, of which \$15,870.00 is for reconstructing the railway tracks.

The life of this construction is figured at the remaining probably life of the entire structure, or 15 years, except for the sidealks which would need to be renewed once in that period. The annual cost of maintaining the bridge on this basis would be approximately as follows:

Annual payments to retire cost in 15 years	\$5332.35	4026.17
Repairs to pavement and sidewalk	150.00	
Repairs to track	100.00	
Painting	900.00	
Insurance	420.00	
	<hr/>	
	6902.35	5896.17
6% on \$16,078.41	964.70	
Total cost	<hr/>	
	\$7867.05	6560.87

It is seen that the annual cost for this plan of repair would be approximately \$2000.00 per year in excess of the first one, the offsetting advantage being that the roadway would be increased to 36 feet and that an asphalt wearing surface would be had in place of the rough plank.

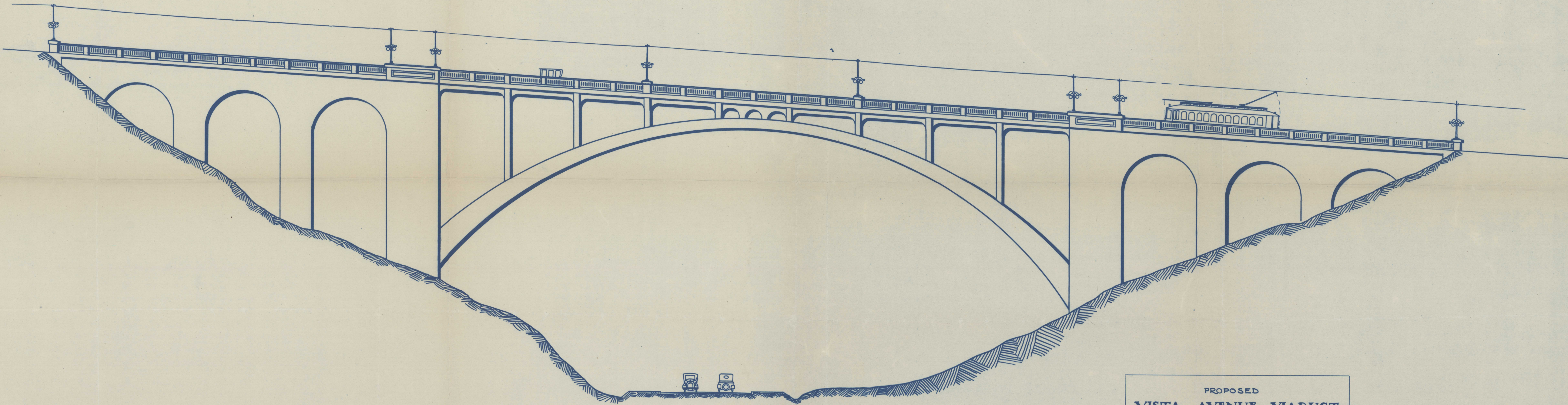
Preliminary plans have also been made for a permanent concrete viaduct to replace the present structure. It is proposed for this viaduct to construct a central concrete arch of 250 feet span with massive concrete approaches, the viaduct to have a roadway of thirty-eight feet with six foot sidewalks. The estimated cost of such a viaduct is \$110,000.00 and it is very conservative to fix the life of the structure at 50 years. Such a viaduct would be of considerable benefit to the entire Portland Heights district as compared with the present structure, and, in my opinion it would be proper to assess one-half the cost to the property owners in the district. The balance \$55,000.00 should be paid jointly by the city and the Railway company. Figuring repairs to track and pavement at \$1000.00 and \$200.00 annually respectively, the annual cost of maintenance would be \$1200.00. The charge for retiring the original cost in 50 years at six percent, would be approximately \$3489.00 per year, making a total expense of \$4689.00 per year. To this should be added the item of \$964.70 for interest on the \$16,078.41, owing the city, making a total cost of \$5653.70 per annum.

It will be seen that this cost is less than for either of the other plans and if the city were to collect a rental of 7 cents per car, the entire amount of the city's cost could be retired.

Yours respectfully,

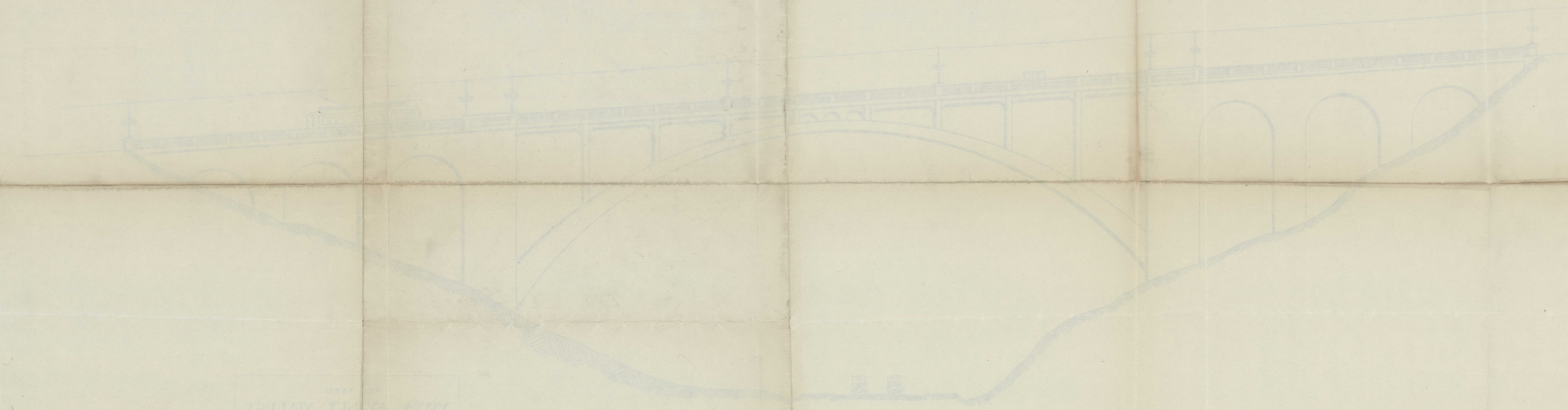
R. E. Kemers
Chief, Bureau of Construction.

REK-H



PROPOSED
VISTA AVENUE VIADUCT
Portland, Ore. April, 1922
Scale: $\frac{1}{2}''=1'$
O. Laurgaard
City Engineer.
Approved: *R. C. W...* Date: 3-31-22.
Chief, Bureau of Construction,
Reg. Prof. Engr. No. 18, Nov. 8, 1919.

Ford St Bridge



✓
Bryce 4760

THE UNIVERSITY OF CHICAGO
LIBRARY
1960

MAIN 6445

MEMBERS
PORTLAND REALTY BOARD
INTERSTATE REALTY ASSOCIATION
NATIONAL ASSOCIATION OF
REAL ESTATE BOARDS



CITY PROPERTY
ACREAGE
LOANS
INVESTMENTS
EXCHANGES
NOTARY PUBLIC

731-32-34-36 CHAMBER OF COMMERCE BUILDING
PORTLAND, OREGON

April 28, 1922.

Mr. O. Laurgaard,
City Engineer,
City Hall, City.

Dear Sir:-

Concerning the matter of the proposed new
bridge across the "Ford" Street gulch, we beg
to advise that this organization has delegat-
ed Mr. Jessie B. Curry to confer with you rela-
tive to the same.

Trusting that this will be satisfactory, we
are

Yours very truly,
PORTLAND HTS. AND COUNCIL CREST
IMPROVEMENT ASSOCIATION.

By Jessie B. Curry PRES.

FWG/EL.

By Fred W. German SEC.

NO. 86251	FILED
REC'D MAY 1 - 1922	Ford Bridge
OK	
1/3	
REK 5/4/22	

CITY OF PORTLAND, OREGON
DEPARTMENT OF PUBLIC WORKS

NO. _____ May 4 1922

SUBJECT Hord St. Bridge

MR. Kramers { WRITTEN
VERBAL
DIRECT
PREPARE } REPORT

Herewith letter no. 86251 from the Portland Heights and Council Crest Improvement Association in which they state that Mr. Jessie B. Curry has been delegated by their Association to confer with us in matters relating to the Hord St. Bridge -

O. Laurgaard

RETURN THIS SLIP WITH YOUR REPORT

81519
Ford St Bridge

April 5, 1922

Mr. Frank S. Grant,
City Attorney,
CITY HALL.

Dear Sir:-

Attached hereto you will please find an ordinance drafted by officials of the Portland Railway, Light and Power Company, providing for a settlement of various suits now pending between the said Company and the City.

Inasmuch as settlement of these suits is bound up rather closely with the question of the taking over of the Ford Street Bridge by the City from the Portland Railway, Light and Power Company, it is advisable that you confer with the City Engineer relative to this matter.

As I understand it, trial of these suits has been postponed pending an attempt at settlement between the City and the street car company.

Mr. Laurgaard has made considerable progress in the matter of taking over the Ford Street Bridge, and, therefore, between you two officials it will be possible in the near future to obtain an adjustment of this entire matter.

Yours very truly,

COMMISSIONER OF PUBLIC WORKS

AJ:G

85019

Ford St Bridge



CITY OF PORTLAND, OREGON
OFFICE OF CITY ATTORNEY

April 20, 1922.

Mr. A. L. Barbur,
Commissioner of Public Works,
Portland, Oregon.

Dear Sir:

I herewith return a propose the City of Portland to purchase from Light and Power Company what is known as "Bridge" and as a part of the consideration to satisfy and release certain assessment matter was referred to me for two purposes: (1) to advise as to the legality of the proposed Ordinance and (2) to advise as to the legality of the several assessment proceedings. You are advised as to:

Lien Docket 5, page 13, October 9, 1891, improvement of Washington Street at 5th Street, assessed against Portland Cable Company, \$133.56.

Lien Docket 5, page 90, February 19, 1892, improvement of Alder Street at 5th Street, assessed to Portland Cable Company, \$11.05.

Lien Docket 6, page 334, June 10, 1893, improvement of Morrison Street, assessed to Portland Street Railway Company, \$63.25.

Lien Docket 5, page 331, September 24, 1892, improvement of Blandena Avenue, assessed to Portland and Vancouver Railway Company, \$13.24. That the Council of the City of Portland by Ordinance No. 13089 passed November 24, 1902, repealed the franchises held by the Portland Cable Company, the Portland Street Railway Company and the Portland and Vancouver Railway Company, which ordinance provided as follows:

"And said Portland Railway Company, its successors and assigns, shall be and hereby are, upon the acceptance by said Portland Railway Company of this ordinance, wholly discharged, relieved and released from each and every agreement, payment, license, obligation,

No. 85795		SUBJECT Food St Bridge	
APR 20 1922			
DEPARTMENT OF PUBLIC WORKS			
FOR YOUR ATTEN.	B	O.L	PEK
REPORT WRITTEN VEBAL		5/7 '22	
REPLY DIRECT PREPARE			
ACK.			
REC'D.			
FORW'D.			
REC'D.			
SENT TO FILES BY		DATE	11/2/22



CITY OF PORTLAND, OREGON

OFFICE OF CITY ATTORNEY

H. M. TOMLINSON
L. E. LATOURETTE
FRED W. STADTER
ROBERT A. IMLAY
WILLAMETTA MC ELROY
ROY K. TERRY
DEPUTIES

April 20, 1922.

Mr. A. L. Barbur,
Commissioner of Public Works,
Portland, Oregon.

Dear Sir:

I herewith return a proposed ordinance authorizing the City of Portland to purchase from the Portland Railway, Light and Power Company what is known as the "Ford Street Bridge" and as a part of the consideration of such purchase to satisfy and release certain assessments and liens. This matter was referred to me for two purposes (1) to look over the proposed Ordinance and (2) to advise as to the legality of the several assessment proceedings. You are advised as to:

Lien Docket 5, page 13, October 9, 1891, improvement of Washington Street at 5th Street, assessed against Portland Cable Company, \$133.56.

Lien Docket 5, page 90, February 19, 1892, improvement of Alder Street at 5th Street, assessed to Portland Cable Company, \$11.05.

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"And said Portland Railway Company, its successors and assigns, shall be and hereby are, upon the acceptance by said Portland Railway Company of this ordinance, wholly discharged, relieved and released from each and every agreement, payment, license, obligation,

A. L. B. 2.

liability, burden and duty contained in or created by the said ordinances (repealed ordinances) or any thereof, or thereby imposed upon or required of said Portland Railway Company, its successors, assigns, or the said predecessors in interest of said Portland Railway Company, or any of their successors or assigns."

The effect of the repealing of said ordinances with the clause contained in the repealing ordinance wiped out all of said assessments above mentioned and constitutes a bar against the city so far as any attempt is concerned to collect said assessments, and same are void.

As to Lien Docket 15, page 14, June 28, 1905, improvement of First Street, assessed to Portland Consolidated Railway Company. This assessment was for engineering and advertising in the sum of \$803.68. This improvement was the First Street Bridge and was started as a special assessment proceeding under the provisions of the charter which authorized the city to levy a five per cent charge for engineering and advertising. The Legislature, however, on February 18, 1905, passed a special act creating what is known as the Special Bridge Fund, and it authorized the payment of the cost of this bridge out of the said Special Bridge Fund. This act, however, did not authorize the city to collect a five per cent engineering charge. It only required the street railway company to pay its portion of the actual cost of said bridge. The assessment for the cost of the bridge had been passed and entered in the Lien Docket before the said act of 1905 took effect. The cost chargeable to the railway company was ordered to be paid into said special bridge fund by Ordinance No. 14727. The company paid the sum of \$16,073.92 into said fund, but declined to pay the said charge of \$803.68 for the reason that the Council had no authority under said special act to make that charge, and there the matter has rested during all of these years. I am of the opinion, and city attorneys prior to my incumbency in office were also of the opinion that the position taken by the railway company was correct, and the assessment void.

As to Lien Docket 6, page 161, December 19, 1892, improvement of Hawthorne Avenue assessed to the East Side Railway Company, \$4.95. Originally, George W. Brown was granted a franchise by the former City of East Portland by Ordinance No. 681

A. L. B. 3.

and Ordinance No. 888. Ordinance No. 888 was transferred by consent of the Council to the East Side Railway Company by Ordinance No. 967, passed by the City of East Portland May 21, 1891. Under said franchise the foregoing improvement was assessed against the East Side Railway Company as successors in interest of Brown. The East Side Railway Company went into the hands of a receiver and certain of its franchises were purchased by the Oregon Water Power and Railway Company, and the Portland Railway, Light and Power Company, but the judicial sale of a franchise does not carry with it, so far as the purchase is concerned, any liability, and the franchises that were granted to the said Oregon Water Power and Railway Company and the Portland Railway, Light and Power Company, did not in any way require said companies to assume this former liability of the East Side Railway Company, and therefore there is no legal liability existing against the Portland Railway, Light and Power Company today on that particular assessment.

As to Lien Docket 16, page 8, January 30, 1906, construction of Front Street Bridge, assessed to Portland Consolidated Railway Company, \$23075.13. This improvement involved the construction of the Front Street Bridge. The City and Suburban Railway Company had a franchise across Front Street Bridge. At the time of the commencement of the proceedings for the construction of said bridge it was proposed to assess the cost thereof against the property benefited, which subsequently led to the establishing of the Special Bridge Fund, as hereinbefore set out, and finally resulted in the cost of the Front Street Bridge being paid out of said special fund. The railway company notified the city that it had abandoned its rights across said bridge and refused to pay any part of the cost of the construction thereof. The original plans called for the construction of tracks, but when the bridge was actually constructed no tracks were placed thereon and the company never did run any cars across the new bridge, and so far as the record discloses the city acquiesced in such abandonment in that it never attempted to enforce the payment from the railway company. This assessment presents a legal question that is involved in the improvement on Halsey, 19th and Tillamook Streets, which legal question will be discussed later on in this opinion.

As to Lien Docket 19, page 193, June 18, 1908, improvement of Oak Street, assessed to Portland Railway, Light and Power Company, \$42.00. This assessment was levied against the railway company on the theory that its right of way on Fifth Street, running across Oak Street, was benefited. The record does not dis-

A. L. B. 4.

close why the company refused to pay, but an investigation has revealed the information that the company had improved its tracks under its franchise on Fifth Street, across Oak Street, and that such assessment therefor was illegal and it declined to pay the same. I am of the opinion this assessment is void.

As to Lien Docket 28, page 212, December 22, 1910, improvement of Tillamook Street, assessed to the Portland Railway, Light and Power Company, \$1487.16. This proceeding called for the improvement of Tillamook Street from East 14th to East 24th Streets. The railway company had a franchise on Tillamook Street and was operating its cars thereon between East 15th and East 19th Streets. An application for a new franchise was pending before the Council wherein it was proposed to permit the removal of the tracks from that portion of Tillamook Street and the company requested that the improvement be held in abeyance until a final determination had been reached respecting the granting or refusal to grant said franchise. Subsequently the railway company abandoned its tracks on Tillamook Street from East 15th to East 19th Streets and its tracks were removed prior to the time that the street improvement was actually made. The assessment was made on the theory that the right of way still existed and therefore the company should be required to pay the same notwithstanding the abandonment of its tracks.

As to Lien Docket 28, page 76, January 20, 1911, improvement of East 28th Street, assessed to the Portland Railway, Light and Power Company, \$936.24. Prior to the construction of this improvement the railway company had a franchise on East 28th Street between the north end of East 28th Street Bridge over Sullivan's Gulch and the south line of Halsey Street. The railway company had never laid or constructed or occupied any track or tracks over said portion of East 28th Street, nor occupied the street for railway purposes and therefore it declined to pay the assessment. This assessment is void.

As to Lien Docket 30, page 248, April 20, 1911, re-assessment improvement of Halsey Street, assessed to the Portland Railway, Light and Power Company, \$3038.81. The original assessment for the improvement of Halsey Street was declared void and on February 8, 1911, a reassessment was ordered by the Council. The Portland Railway, Light and Power Company having abandoned its tracks on Halsey Street from East 19th to East 22d Streets, the Council, by Ordinance No. 26152, passed October 23, 1912, revoked that part of the franchise granting said company the right to operate on Halsey Street. While the said repealing ordinance contained a provision that it should not be construed as releasing the railway company

A. L. B. 5.

from said special assessment, yet the Council was advised at that time that the repealing of the ordinance, notwithstanding such reservation, would have the legal effect of releasing the railway company from said assessment.

As to Lien Docket 26, page 348, December 2, 1910, improvement of 19th Street, assessed to the Portland Railway, Light and Power Company, \$2544.74. This improvement was on 19th Street from Overton Street to Wilson Street. The Portland Railway, Light and Power Company had a line of double track railway upon 19th Street from Thurman Street to Sherlock Avenue, but before said improvement was actually constructed it removed its tracks from said 19th Street and thereafter the street was improved without any tracks being constructed thereon. The plans and specifications of the City Engineer and the proceedings subsequently adopted made no provision for the improvement of said 19th Street so far as the railway company was concerned, but the Council later on assessed the railway company's supposed right of way.

As to item of \$3.00 removing weeds. The right of way cannot be assessed for this purpose.

The main legal question involved herein is: Where a railroad company has a franchise on a street and has built its tracks and used the street, but subsequently and without consent or authority from the city and without any permit so to do, removes its tracks, can it be required to pay for subsequent street improvements as though the tracks were actually constructed on the street and being used?

This question has never been legally determined in this jurisdiction. There are respectable authorities which hold that a street car company cannot be relieved under these circumstances. There are likewise respectable authorities which hold to the contrary. The authorities hold that under the facts such as existed in these particular cases it was the duty of the city to have enjoined the removal of the tracks and not stood idly by and permitted the abandonment thereof, and that the city in constructing the improvement without the tracks in the street estopped itself from thereafter asserting the right to levy an assessment in accordance with the terms of the franchise.

I am firmly of the opinion, at this time, that the repealing ordinance on Halsey Street specifically released the company from all liability.

A. L. B. 6.

In each of the other proceedings the Council was notified of the intent of the company to abandon its tracks and no provision was made in the plans or specifications for the improvement of the street with the tracks therein, and this procedure would bring the City of Portland into line with the cases I have heretofore mentioned. The cases which hold to the contrary, however, present facts which show that the city acted promptly in endeavoring to prevent the abandonment of the tracks.

In view of this uncertainty of the law and the rights of the city in these particular cases I am constrained to advise you that, if the Council elects to take over the Ford Street Bridge and such liens shall be taken as part of the consideration therefor, it will be an extremely good settlement of this controversy. The City can never recover from the railway company on the improvements of Washington, Alder, Morrison, First, Oak and Pine Streets or Hawthorne Avenue or East 28th Street or on the assessment of \$3.00 for removing weeds from the right of way of the Portland Railway, Light and Power Company, and on the other assessments as indicated above there are presented these grave legal questions, so if a settlement can be made along the lines indicated in said proposed ordinance I would strongly urge that such a settlement be made.

Very truly yours,


City Attorney.

ESG:K

Mr. Barbur

June 2, 1922

Mr. R. E. Kremers,
Chief, Bureau of Construction.
Dear Sir:

I am transmitting herewith a copy of an ordinance submitted by the Portland Railway, Light and Power Company, turning the Ford street bridge over to the City of Portland, and which also cancels certain liens against the railroad company; an opinion of the City Attorney addressed to Commissioner Barbur dated April 20th, our number 85759, in which the status of the various liens referred to in the ordinance are fully covered; a letter from the City Attorney dated April 28th, our No. 86119, giving an opinion as to the validity of constructing a new bridge at the location of the Ford street bridge, and assessing a portion or all of the cost as a district improvement; and a copy of my report to Mr. Barbur, dated March 31st, 1922.

A recent estimate made by Mr. Fowler shows that \$125,000.00 will be the probable cost of this bridge at the new location. I would be inclined to favor the acquisition of the present bridge by the City, in case the Portland Railway, Light and Power Company agreed to pay for one-fourth of the cost of the bridge, either under the city bonding plan or any other equitable basis and, provided further, that they pay for the maintenance of the track area on said bridge, as contained in my previous report on the basis of \$110,000.00 for replacing the bridge in the old location.

Should this matter come up during my absence, I trust that you will handle the proposition on that basis.

Yours truly,

CITY ENGINEER.

OL H



CITY OF PORTLAND, OREGON

OFFICE OF CITY ATTORNEY

FRANK S. GRANT,
CITY ATTORNEY

H. M. TOMLINSON
L. E. LATOURETTE
FRED W. STADTER
ROBERT A. IMLAY
WILLAMETTA MCELROY
ROY FERRY
-DEUTIES

86119
APR 28 1922
April 28, 1922.

Ford
St. Bridge

B

R 11/2/n

Mr. A. L. Barbur,
Commissioner of Public Works,
Portland, Oregon.

Dear Sir:

At an informal meeting of the Council held in your office recently where the matter of the advisability of taking over the Ford Street Bridge was discussed the question arose as to how the cost of a new structure could be assessed. The proposition was advanced that the Portland Railway, Light and Power Company pay a certain percentage and the property owners immediately benefited pay a certain percentage and the balance be paid out of the special bridge fund. The legal question was propounded as to whether this could be done or if the city would be required to pay the entire cost out of the special bridge fund.

In the case of Killingsworth v. Portland, 93 Ore. 525, the Supreme Court of this state held that the Council is not precluded from providing for the cost of the construction of a viaduct as a part of a street where the cost of the viaduct is in excess of \$15000.00, by assessment on the property directly benefited. The court expressed the opinion that the Council has the power, and it is in its discretion, to pay for bridges costing \$15000.00 or over, wholly or partly by assessment if sixty per cent of the property owners to not remonstrate, or if it has funds for such improvement, out of the half mill tax provided by Section 190 of the charter, which is the special bridge fund. In other words, the provisions of Subdivision 4, Section 190, are permissive as to what bridges, or what portion of the cost of such bridges, shall come from that fund.

You are therefore advised that so far as the Ford Street Bridge is concerned the Council may provide for a district benefited by the construction of a new Ford Street Bridge and require the property owners within such district to pay a certain percentage of the cost of the construction of the bridge and the balance can be paid out of the special bridge

A. L. B. 2.

fund and by the railway company. If an assessment district is created, however, sixty per cent of the property owners will have the right to remonstrate the proceedings out, in which event the whole cost would have to be borne by said special bridge fund and the railway company, or proceedings abandoned.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Frank S. Grant". The signature is written in a cursive style with a large, sweeping initial "F".

City Attorney.

FSG:K

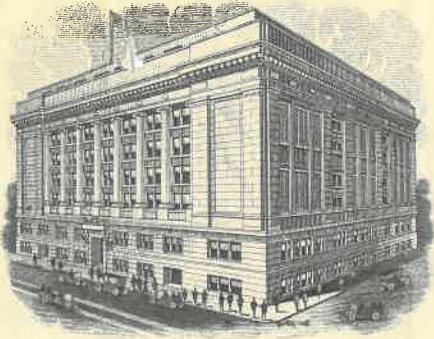
BOARD OF
COUNTY COMMISSIONERS

MULTNOMAH COUNTY

PORTLAND, OREGON

COMMISSIONERS
RUFUS C. HOLMAN
CHAIRMAN
RALPH W. HOYT
CHAS. S. RUDEEN

September 29, 1922.



Honorable A. L. Barbur, Commissioner,
City of Portland,
City Hall, City.

My dear Sir:-

Many property owners on Portland Heights do not understand to what degree it is proposed to charge them personally and individually for the reconstruction of the Ford Street Bridge. Will you kindly supply me with a statement on this subject that I may present ^{to} the Portland Heights Club, wherein it will be known approximately the amount it is proposed to assess each lot ?

Your very earliest compliance with this request will be greatly appreciated.

Very truly yours,

RCH:C.

Rufus C. Holman

93025 Ford St
SEP 30 1922 Bridge

B. R. E. K.
10/9

R. E. K. 11/13/22

CITY OF PORTLAND OREGON
DEPARTMENT OF PUBLIC WORKS

NO. 10-9 1922

SUBJECT Vista Ave Bridge

MR. Kremers { WRITTEN
 VERBAL } REPORT
 DIRECT
 PREPARE

Herewith letter no.
 93025 from Rufus
 C. Holman asking
 for data regarding
 proposed assessments
 for Vista Ave. Bridge.

For your attention -
 O. Langford

October 10, 1922

Ford street Bridge
93025

Mr. F. M. Handlett,
Chief Engineer of the Water Bureau,
City Hall.
Dear Sir:

I am transmitting herewith a preliminary design together with an estimate of cost for a bridge carrying pipe line and roadway across the Bull Run river at Larsons. These were prepared by Mr. Fowler, Bridge Engineer, in this bureau on your requisition, and I understand conforms with your requirements.

Yours truly,

CITY ENGINEER.

SEE-H

93471
Ford St Bridge

September 28, 1922.

Honorable A. L. Barbur, Commissioner,
City of Portland,
City Hall, City.

My dear Sir:-

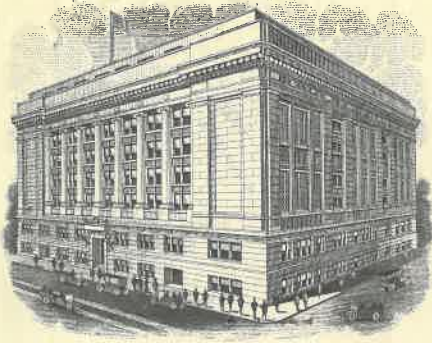
Many property owners on Portland Heights do not understand to what degree it is proposed to charge them personally and individually for the reconstruction of the Ford Street Bridge. Will you kindly supply me with a statement on this subject that I may present to the Portland Heights Club, wherein it will be known approximately the amount it is proposed to assess each lot ?

Your very earliest compliance with this request will be greatly appreciated.

Very truly yours,

RCH:C.

BOARD OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY

PORTLAND, OREGON

COMMISSIONERS
RUFUS C. HOLMAN
CHAIRMAN
RALPH W. HOYT
CHAS. S. RUDEEN

October 20, 1922.

Honorable A. L. Barbur,
Commissioner, City of Portland,
City Hall, City.

My dear Sir:-

I recently addressed a letter
to you, a copy of which is enclosed herewith, to which
I have not yet received acknowledgment. Possible same
did not come to your attention. Will you kindly supply
me with the information requested, and oblige,

Very truly yours,

Rufus C. Holman

RCH:C.
ENC.

93768	Ford Street
OCT 20 1922	Bridge
B. O. L.	ROK
10/27	
✓	ROK 11/21/22

October 24, 1922

Mr. Frank S. Grant,
City Attorney.

Dear Sir:

In accordance with your recent verbal request, I have outlined herewith points of agreement between the City and the Portland Railway in regard to the construction of a new permanent viaduct to replace the present steel bridge on Ford Street or Vista Avenue crossing the Jefferson street canyon. These points were discussed at a meeting recently held at which were present the members of the City Council, City Attorney, and City Engineer. The following is my understanding of the basis of agreement reached at that time:

- 1- The City is to cancel those certain liens which have been outstanding against the Portland Railway for street improvements which the City Attorney has advised are of doubtful value to the City.
- 2- The railway company is to pay one-fourth of the cost of the viaduct proper, including the necessary rights of way, the cost of the structure, including tracks and appurtenances, and the cost of right of way and paving on approaches. The railway company is also to pay the entire cost of track changes outside of the limits of the viaduct proper. The costs to be paid by the railway company may be bonded. The balance of the cost is to be paid by the City or assessed against a district or partly by each of these methods.
- 3- The railway company is to maintain the tracks and track paving, the City to maintain the balance of the viaduct.
- 4- In case the franchises of the railway company on the streets at both ends of the bridge are not renewed at the end of the 10-year period, one-fourth of the cost of the viaduct less depreciation, is to be returned to the railway company.

94041

Ford St. Bridge

5- The existing viaduct is to be kept in service by the railway company during the construction of the new viaduct and on completion of the same, is to remain the property of the railway company, the railway company to remove the same at its own expense.

6- The railway company is to pay for all temporary track work to maintain service over the existing viaduct during the construction of the new viaduct.

Yours truly,

CITY ENGINEER.

REK-H

November 2nd, 1922

Ford street Bridge
93768

Mr. Rufus C. Holman,
County Commissioner,
Court House,
Portland, Oregon.
Dear Sir:

In reply to your letter of Oct. 20th regarding the proposed reconstruction of the Ford street bridge, I will say that the method of paying for this bridge has not been definitely decided upon.

In a tentative arrangement it is proposed that the Portland Railway, Light and Power Company pay one-fourth of the cost of the structure, the City pay one-fourth of the cost out of a special bridge fund to be levied for that purpose, and the balance to be assessed against a large district directly tributary to this bridge. Under a tentative method of assessment, the assessment for a 50 x 100 foot lot would range from \$5.00 to \$25.00. The property owners in the district would have the same right of remonstrance as against any street improvement and the cost of the bridge would be ascertained before the remonstrance period expired.

I regret that no more definite information than the above can be given at this time as the matter is still in a preliminary state.

Very truly yours,
A. L. BARBUR,
COMMISSIONER OF PUBLIC WORKS,
by

CITY ENGINEER.

REE-H

94333

Ford St Br



CITY OF PORTLAND, OREGON
DEPARTMENT OF PUBLIC WORKS
OFFICE OF CITY ENGINEER

VISUALIZATION
OF THE PROPOSED
VISTA AVENUE VIADUCT
APRIL, 1922

A. L. BARBUR,
Commissioner
R. E. KREMERS,
Chief Surveyor

O. LAURGAARD,
City Engineer
T. F. FOWLER,
Bridge Engineer