

INTERGOVERNMENTAL AGREEMENT
Between
Prosper Portland
And
Portland Bureau of Transportation
For the
Lombard Pedestrian Enhancement Project: Design & Construction

This Intergovernmental Agreement (this “**Agreement**”), dated this ____ day of _____, 2018, (“**Effective Date**”) is made and entered into by and between the **City of Portland, Bureau of Transportation (“PBOT”)** and **Prosper Portland**, the assumed business name of Portland Development Commission.

RECITALS

1. Prosper Portland, as the duly-designated Urban Renewal agency of the City of Portland, is granted broad powers under ORS 457.170 for the planning and implementation of urban renewal projects.
2. PBOT is responsible for transportation operations and improvements within City public rights of way.
3. A cooperative partnership between Prosper Portland and PBOT is beneficial to the implementation of urban renewal plans and the development of other public policies, plans and capital projects.
4. Both parties desire to enter into an agreement that will establish terms and conditions by which one party will engage and compensate the other party for performing specific services.
5. The Portland City Council (“**Council**”), through Ordinance 181631, which was duly adopted by Council on February 27, 2008, and amended by Ordinance No. 183429, passed by Council on January 6, 2010, delegated to the Director of PBOT and the City Auditor the authority to enter into intergovernmental agreements with Prosper Portland. The form of agreement used for this Agreement is substantially similar to the template that was approved by City Council through the last above referenced Ordinance.
6. This form of Agreement is intended for funding project phases, including, but not limited to: Project Development, Project Design, Right-of-Way Acquisition, and Construction Management and Engineering.

Now therefore, the parties agree as follows:

AGREEMENT

1. The Project

A. Background

Lombard Investment Strategy

The Lombard Investment Strategy was completed in 2016 to help establish a positive identity and stimulate business growth and retention in several commercial areas of N Lombard Street within the ICURA. As part of the strategy work, Prosper Portland staff worked with businesses, residents and an urban design consultant to assess existing strengths and weaknesses and develop streetscape concepts for three commercial “nodes” along N Lombard Street, centered on the intersections with N Peninsular Avenue (“**West Node**”), N Denver Avenue (“**Central Node**”) and N Albina Avenue (“**East Node**”). Recommended features include bike racks, pedestrian lighting, planter strips, crosswalks, benches, gateway/identity features, street trees, sidewalk repair, waste/recycling receptacles, green features, curb ramps and bus stop improvements.

N Lombard Street is an Oregon Department of Transportation (ODOT) Roadway signed as US 30 Bypass. ODOT, which has jurisdiction over the street from curb to curb, has plans, in a phased approach, to invest approximately \$7.65M in signal and safety improvements on Lombard in the 2019 to 2021 time period. Prosper Portland funding will be used to enhance the pedestrian environment along the sidewalk corridors, which are owned and maintained by PBOT.

B. Summary of Work and Budget

This agreement covers 100% design and construction of the pedestrian enhancement on two of the three identified nodes, specifically the West and East Nodes. The project extent is as follows:

- On the West Node, N Lombard Street between N Drummond Avenue and N Greeley Avenue; and,
- On the East Node, N Lombard Street between N Mississippi Avenue and N Albina Avenue.

Budget: \$1,000,000 in Fiscal Year 2018-2019

The following is a summary of the scope of work include: bike racks, sidewalk repair, pedestrian-scale street lights and bollards at Lombard/Greeley and Lombard/Peninsular design with place/identity in mind.

The proposed work schedule is:

July 2018:	Begin Design
November 2018:	30% Design
February 2019:	Bureau Peer Review/60% Design

May 2019: Constructability Plan Sets/95% Design
August 2019: Project Bid/Award
November 2019: Break Ground

The following is a summary of the budget:

The work called for in this Agreement will be funded with tax increment financing from the ICURA administered by Prosper Portland. The total cost estimate is \$1,000,000. .

- Estimated Design Cost: \$226,000
- Estimated Construction Cost: \$774,000

A more detailed design and construction estimated will be determined during the design phase.

The Lombard Investment Strategy Streetscape Concept completed by Walker Macy is set forth in **Exhibit B** and shall be referred to in this Agreement as the “**Streetscape Concept**”.

2. CONTRACT MANAGEMENT

A. The party for whom the Work is being performed, and who will be compensating the other party for performing the Work, shall be referred to in this Agreement as the “**Funding Agency**”. *Prosper Portland* shall be referred to herein as the Funding Agency.

B. The party performing the Work for the Funding Agency shall be referred to in this Agreement as the “**Performing Agency**”. *PBOT* shall be referred to herein as the Performing Agency.

C. Funding Agency.

- Contract Signatory. The Funding Agency Contract Signatory shall be *Kimberly Branam*, or such other person as designated in writing by the Funding Agency Director (the “**Funding Agency Contract Signatory**”). The Funding Agency Contract Signatory is authorized to give notices and to carry out other actions referred to herein, including termination of this Agreement as provided in Section V.
- Contract Manager. The Funding Agency Contract Manager shall be *Tory Campbell* (the “**Funding Agency Contract Manager**”). The Funding Agency Contract Manager is responsible for the day-to-day management of this Agreement as provided herein and serves as the first level of conflict resolution.

D. Performing Agency.

- Contract Signatory. The Performing Agency Contract Signatory shall be *Leah Treat*, or such other person as designated in writing by the Director (the “**Performing Agency Contract Signatory**”). The Performing Agency

Contract Signatory is authorized to give notices and to carry out other actions referred to herein, including termination of this Agreement as provided in Section V.

- **Contract Manager.** The Performing Agency Contract Manager shall be *Dan Layden* (the “**Performing Agency Contract Manager**”). The Performing Agency Contract Manager is responsible for the day-to-day management of this Agreement as provided herein and serves as the first level of conflict resolution.

E. Management Staffing.

- A project manager shall be designated by the Performing Agency (the “**Performing Agency Project Manager**”), and a project manager shall be designated by the Funding Agency (the “**Funding Agency Project Manager**”) to carry out the responsibilities designated in this Agreement.
 - a) The Funding Agency Project Manager shall be *Kim Moreland*, or such other person as designated in writing by Tory Campbell.
 - b) The Performing Agency Project Manager shall be *Nicole Peirce*, or such other person as designated in writing by Dan Layden.
- If either project manager is not performing or is not able to continue performing the responsibilities designated in this Agreement, then the respective contract manager shall designate a replacement project manager. If a replacement project manager is not available, then upon written agreement of the parties, the other party may take on all project management responsibilities designated in this Agreement.
- The Funding Agency Contract Manager and the Performing Agency Contract Manager will confer quarterly to review project management and staffing needs and performance, and identify desired changes, if any. If either Prosper Portland or PBOT desires to replace a project manager, or other key staff identified in section II.F. or section II.G. of this Agreement, the party’s contract manager shall notify the other contract manager in writing, and if required, they will meet to discuss and agree on any necessary adjustments to provide adequate time to make such change.

F. Project Staffing – Performing Agency: The following Performing Agency personnel are being assigned to perform the Work. Only personnel listed below, or subsequently identified and authorized by the Funding Agency Project Manager, shall be reimbursed for performance of the Work. The Funding Agency will not unreasonably delay or withhold subsequent authorization for personnel identified by the Performing Agency to perform the Work, and its failure to notify the Performing Agency in writing of denial of authorization within 10 business days after the Project Manager's receipt of a written request for authorization from the Performing Agency shall be deemed as authorizing those identified personnel to perform the Work.

- Nicole Peirce, Project Manager
- Ryan Webb, Design Engineer

- TBD, Signal and Street Lighting Engineer
- TBD, Engineer of Record
- PBOT Survey Group

G. Project Staffing – Funding Agency: The following Funding Agency personnel are being assigned to perform the Work.

- Kim Moreland, Project Manager I
- Sue Lewis, Project Coordinator II

H. Approvals.

- No work shall be performed and no funds shall be obligated until this Agreement is executed.
- The Performing Agency is not obligated to perform, and the Funding Agency is not authorized to pay for, any work not identified in the Scope of Work and Budget.

I. Project Management.

- The Performing Agency Project Manager will be responsible for coordination and management of the project. Any changes to the Scope of Work and Budget are to be reviewed by the Funding Agency Project Manager.
- The Performing Agency Project Manager will coordinate needs with other bureaus and/or agencies as necessary to complete the Project;
- The Performing Agency Project Manager will provide monthly Project Status Report summaries, or scheduled as agreed to by Performing Agency Project Manager and Funding Agency Project Manager.
- Project Status Reports, including those that may be required in connection with the Business and Workforce Equity Policy, are required to be submitted beginning within 60 days after the Effective Date of this Agreement and thereafter on a monthly basis. A template report shall be discussed and agreed to as part of the Project’s kickoff meeting. Project Status Reports are required to be submitted with each invoice describing work completed to date.

J. Public Involvement.

- Where projects require public involvement, PBOT and Prosper Portland will collaborate on design of the public involvement plan that is endorsed by both project managers.
- PBOT and Prosper Portland will keep each other informed of written material (e.g., news releases, brochures, news letters, reports) produced for the Project that are intended for public distribution and will provide adequate time for review and discussion prior to distribution.
- Each project manager will inform the other project manager of inquiry from a media or press representative and make reasonable efforts to consult with the

other project manager prior to any verbal or written information on the Project being provided to such a representative; if unable to make a prior consultation, notice will be provided afterwards.

K. Meeting Participation. Each project manager will invite the other to attend all regular or significant Project meetings and to participate in steering, management, or technical advisory committees organized for the Project.

L. Work Product. The Funding Agency Project Manager will, upon his or her request, receive timely copies of all work products, including drawings, specifications, designs, draft and final copies of technical and consultant analysis and reports, construction progress reports, and key correspondence prepared or received during the course of the Project.

M. Subcontractors. A subcontractor is any other entity that the Performing Agency uses to carry out all or part of the Work.

- The Performing Agency will have the sole authority to direct the work of any authorized and approved subcontractors. Subcontractors approved by the Funding Agency Project Manager: *Kim Moreland*
- The Performing Agency and/or any approved subcontractors are not obligated to perform, and the Funding Agency is not authorized to pay for, any work not identified in the Scope of Work and Budget.

N. Regional Arts & Culture Council (RACC) – Percent for Art Program. City Code Section 5.74 sets the policy of the City of Portland to dedicate two percent of the total Eligible Costs, as defined by Code, or two percent of the total Eligible Funds, as defined by Code, of all Improvement Projects, as defined by Code, (whichever is less) to the selection, acquisition, fabrication, installation, maintenance, management, de-accessioning, community education, documentation and registration of Public Art.

- This Agreement includes Eligible Costs for work conducted by the Bureau. The Bureau is responsible for fulfilling the requirement.
- Payments to RACC will be calculated based on the Eligible Costs of an Improvement Project and will be made upon completion of the construction contract.

O. Business and Workforce Equity

- The Project is subject to Prosper Portland's Business Equity Program if the Project includes hard construction costs greater than \$200,000 and more than \$100,000 in Prosper Portland resources, whether the project is contracted by Prosper Portland or another agency. Prosper Portland's Executive Director (or designee) may defer to the Performing Agency's program if its program is similar to or requires higher results than Prosper Portland's program. If Prosper Portland defers to another agency's program, utilization reports shall be provided to Prosper Portland by the Performing Agency on a monthly basis. If the Project consists of construction work greater than \$200,000, Prosper Portland's Workforce Equity Program shall apply to the prime contractor and any subcontract(s) greater than \$100,000. Prosper Portland's Executive Director (or designee) may defer to Performing Agency's workforce program if its program is similar to Prosper Portland's program. If Prosper Portland

defers to another agency's program, utilization reports shall be provided to Prosper Portland by the other agency on a monthly basis. The Project Managers for the Funding Agency and Performing Agency shall identify the highest Business Equity and Workforce Equity Goals upon execution of this Agreement. Nothing in this Agreement shall require the Performing Agency to discriminate in the award of contracts on the basis of race, sex or other impermissible criterion, or otherwise to violate the law. If the Policy applies, information on utilization will be included in monthly Project Status Reports, as described in Section II above.

3. FUNDING / COMPENSATION / ALLOWABLE COSTS

- A. The Funding Agency shall pay the Performing Agency a sum **not to exceed One Million Dollars (\$1,000,000.00)** for accomplishment of the Work, subject to budget authorization by the Funding Agency.
- B. The funding is from the ICURA.
- C. Funds are authorized FY 2017-18. If the Project funding spans multiple fiscal years, Prosper Portland will encumber the funds as the funds are approved through budget appropriation. All funding is subject to budget appropriation. If the full amount of funds is not authorized in the FY 2017-18 budget, it is acknowledged that contract amounts identified for expenditure in future fiscal years have not been appropriated in the current year budget. If funding has been identified in the Prosper Portland Five-Year Budget Forecast, Prosper Portland staff agrees to recommend to the Prosper Portland Board of Commissioners that the funds identified in the Five-Year Budget Forecast be appropriated in subsequent budgets.
- D. Prosper Portland funds shall only be expended on Tax Increment Financing eligible uses, for example, planning for improvements, design and engineering for improvements, and construction of improvements. Costs for operations, maintenance, and moving transit stock are not typically eligible for Tax Increment Financing.
- E. The Performing Agency may seek reimbursement from the Funding Agency for the following costs, subject to the expenditure of these funds for performance of the Work and within the authorized budget. In certain circumstances, such as advance payment to RACC, the Funding Agency Project Manager may authorize a prepayment of future expense obligations.
 - Direct Costs
 - a) Personal Services. Covers reimbursement for direct wages paid to personnel engaged in performance of the Work.
 - b) Benefit Costs. Covers reimbursement for the fully loaded benefit costs associated with direct wages, which represents the actual benefit load attributable to the respective employees.
 - c) Materials & Services. Covers actual costs for the purchase of materials, supplies, and services, or reimbursement of incidental

expenses and PBOT or Prosper Portland support staff personal services where the expenditure is for performance of the Work and within the authorized budget.

d) Contracted Services. Covers reimbursement for contracted professional or construction services in carrying out the Work and within the authorized budget.

- Indirect Costs. Covers reimbursement for overhead costs at the rate established annually, for PBOT in accordance with City Code Section 5.48 and for Prosper Portland in accordance with Cost Recovery Policy through Resolution 6560.

a) This Agreement originated in Fiscal Year 2017-18. For that Fiscal Year, PBOT's rate is 76.07% (SEVENTY-SIX and SEVEN One Hundredths Percent) of Personal Services and Benefit Costs. PBOT Indirect costs pay for generally fixed costs related to the administration and operation, as well as program management costs including Council charges, executive management staff, rent, telephone, power, insurance, office supplies, and equipment.

b) This Agreement was originated in Fiscal Year 2017-18. For that Fiscal Year, the Prosper Portland rate is \$18.00 per labor hour of Personal Services and Benefit Costs billed under this Agreement. Prosper Portland Indirect costs pay for generally fixed costs related to the administration and operation of an organization, as well as program management costs including administrative staff, rent, telephone, power, insurance, office supplies and equipment.

c) If this Agreement extends to a new Fiscal Year, the Performing Agency Contract Manager shall provide written notification to the Funding Agency Contract Manager of the new Fiscal Year rate.

- The Funding Agency Project Manager shall be immediately notified of any actual or anticipated variance between the authorized budget and the estimated cost or expenditures described in the Scope of Work and Budget. The parties shall then make a good faith effort to negotiate for a successful modification to this Agreement. Unless this Agreement is modified, the Funding Agency shall not be obligated to make payments for costs that exceed the authorized budget.

F. Expense Costs. Expenses, including personal services, incurred for out of town travel, training, educational expenses and equipment purchase are not reimbursable under this Agreement unless mutually agreed to in advance.

G. Change Management Controlled by Performing Agency. "Change management" is the process by which the impact of changes is controlled or mitigated and alterations are evaluated, approved, and incorporated into the Scope of Work and Budget. It is required that funds for change management be identified in the Scope of Work and Budget. These funds are intended to be used to accommodate such changes within the specific task or fiscal year. The funds shall be managed by the Performing

Agency, which shall notify the project manager and contract manager of the Funding Agency in writing of their use.

- H. Contingency Controlled by Funding Agency. It is required that an amount for project contingency be identified in the Scope of Work and Budget. Communications regarding events that may lead to the usage of the contingency are described in Section V. B. Use of all or part of the contingency must be approved in writing by the Funding Agency, including underlying change orders.
- I. Savings. If the actual costs to complete the Project are less than the Budget attached hereto then the difference between the two shall be deemed Savings. Savings shall also include any unused aspect of change management budget and contingency budget. 73% of any Savings identified shall be recognized as a reduction in the amount Funding Agency reimburses Performing Agency.

4. BILLING AND PAYMENT PROCEDURE

- A. The Performing Agency shall submit to the Funding Agency Project Manager a separate itemized billing for work performed as described in the Scope of Work and Budget for review and approval at least quarterly.
 - In order to receive timely payment, interim billings must be received no later than thirty (30) days following the end of a billing period.
 - Final billings upon termination or early termination of this Agreement need to be received within sixty (60) days of the date of termination. If no bill or interim Project Status Report is received within this time period, the Funding Agency will have no obligation to honor late billings.
- B. Each billing shall include a Billing Detail Report in a format created and/or approved by the Funding Agency. At a minimum, each billing shall include:
 1. a description of the nature and cost of work accomplished;
 2. the names, rates and hours worked of personnel;
 3. disbursements to consultants, contractors and outside vendors for materials and services; and
 4. any other specific detail or documentation as desired by the Funding Agency Contract Manager, including Equity Guidance compliance, which can be reasonably provided by the Performing Agency.
- C. If billings are received with incomplete information or disputed items, the Funding Agency will advise the Performing Agency in writing what specific information is missing or disputed. The Funding Agency will proceed to process payment for items not in dispute.

5. GENERAL

A. Termination.

1. The Termination Date of this Agreement is December 31, 2020.

2. Early Termination of Agreement.

- a) This Agreement may be terminated at any time by mutual written consent.
- b) Upon thirty (30) days written notice, either party may terminate this Agreement where the public interest requires work to cease.
- c) In the event of early termination of this Agreement, the work shall cease promptly and a final billing request submitted within sixty (60) days of the effective date of termination. In the event of early termination, eligible costs incurred through the date of the Agreement's termination will be reimbursed.

B. Change and Conflict Resolution.

- 1. Every effort has been made to accurately identify the scope, schedule and budget for the Work. The Performing Agency and the Funding Agency recognize that events and conditions may arise that significantly impact the Project. A "significant" impact is one that may require expenditure of the Funding Agency controlled contingency, increase the budget beyond the total authorized budget amount shown in the Scope of Work and Budget, or delay completion of this phase of the Project more than one year. Should either party identify or foresee such a circumstance, both parties agree to the following:
 - a) As soon as practicable, notify both the project manager and contract manager of the other party in writing of the circumstance, its origin and anticipated or confirmed impact.
 - b) Both project managers shall make reasonable efforts to meet within 14 days to identify anticipated or confirmed affects to the Project's scope, schedule and budget.
 - c) Both parties shall seek to reach agreement on any necessary revisions to this IGA as described below in Section V. B. 2.
- 2. If a dispute arises regarding performance, cost, schedule, scope, quality or other terms and conditions of this Agreement, all parties agree to exercise good faith in expeditiously resolving said conflict in the following manner.
 - a) All conflicts should first be discussed and resolved if at all possible by the project managers specified in Section II.
 - b) If the conflict cannot be resolved by the project managers, or involves one of the project managers, then the conflict should be elevated to the contract managers specified in Section II for discussion and resolution.
 - c) Any conflicts not resolved by the contract managers shall be elevated to the contract signatories for discussion and resolution.

C. Compliance with Laws. In connection with its activities under this Agreement, the parties shall comply with all applicable federal, state and local laws and regulations.

D. Indemnification.

Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, PBOT agrees to indemnify, hold harmless and defend, Prosper Portland, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of City, its officers, employees or agents under this Agreement.

Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, Prosper Portland agrees to indemnify, hold harmless and defend, PBOT, its officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of Prosper Portland, its directors, employees or agents under this Agreement.

E. Subcontracting.

Work under this Agreement shall not be subcontracted in whole or in part to other than City agencies, without the prior written approval of the Funding Agency Project Manager. The Funding Agency will not unreasonably delay or withhold subsequent authorization for contractors identified by the Performing Agency to perform the Work under the Agreement, and its failure to notify the Performing Agency in writing of denial of authorization within 10 business days after the Funding Agency Project Manager's receipt of a written request for authorization from the Performing Agency shall be deemed as authorizing those identified contractors to perform the Work. The Performing Agency shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Performing Agency as specified in this Agreement. Notwithstanding approval by the Funding Agency Project Manager of a subcontractor, the Performing Agency shall remain obligated for full performance hereunder, and the Funding Agency shall incur no obligation to the subcontractor hereunder. The Performing Agency shall have the sole authority to direct the work of any authorized and approved subcontractors.

F. Ownership of Work Product.

Ownership of any and all plan sets, technical data, documents, plans, designs, drawings, technical data reports, specifications, working papers and other materials produced in connection with this Agreement (the “**Work Product**”) will be handled as described below. Ownership of the Work Product includes all rights, title and interest, including but not limited to copyright rights of specified Work Products. Notwithstanding anything to the contrary contained herein, the parties acknowledge that section 17.24.085 of the City Code may require that all or part of the Work Product will become the property of the City and be transferred to the City Engineer upon completion of the Project.

1. Except as described in paragraph 2 below, the Performing Agency shall own all Work Product.

2. If the parties determine that the Performing Agency is unable or unwilling to complete the Project, and the Funding Agency determines that a transfer of ownership of the Work Product is necessary in order to effect completion of the Project, upon the Funding Agency's written request the Performing Agency shall assign ownership of the Work Product to the Funding Agency.
3. Regardless of ownership of the Work Product, both parties shall have reasonable access to the Work Product.

G. Delivery / Maintenance of Records. The Performing Agency shall maintain records on a current basis to support its billings to the Funding Agency. The Funding Agency or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the Performing Agency regarding its billings or its work hereunder, for a period of 3 years after completion or termination of this Agreement.

H. Funding Acknowledgement / Signage.

1. Any oral reports made to neighborhood, business, or other civic organizations, as well as to any members of the press shall acknowledge work being done is based on a partnership between PBOT and Prosper Portland and, if appropriate, financed by "*the Interstate Corridor Urban Renewal Project*".
2. For projects involving construction activities funded by Prosper Portland, PBOT shall display a sign near the construction site(s) and readily visible to the public, specifying that the Project is being "*funded by the Prosper Portland's Interstate Corridor Urban Renewal Project*". The sign shall remain in place until construction is complete.

6. AMENDMENTS

1. Except as otherwise provided for in this Agreement, PBOT or Prosper Portland may amend this Agreement only in writing signed by the contract signatories.
2. Changes to the Scope of Work and Budget:
 - a) Changes to the Scope of Work and Budget, including changes to scope, schedule, and budget identified in Section I, which do not increase the total compensation under this Agreement, may be made upon written agreement by the project managers identified in Section II of this Agreement.
 - b) Changes will not take effect or be binding on either party until agreed to in writing.

7. MERGER CLAUSE

This Agreement contains the entire agreement between Prosper Portland and PBOT. It supersedes all prior written or oral discussions or agreements concerning work to be performed by either party.

IN WITNESS WHEREOF, PBOT and Prosper Portland have executed this Agreement as of the Effective Date.

CITY OF PORTLAND

Leah Treat, Director, Portland Bureau of Transportation

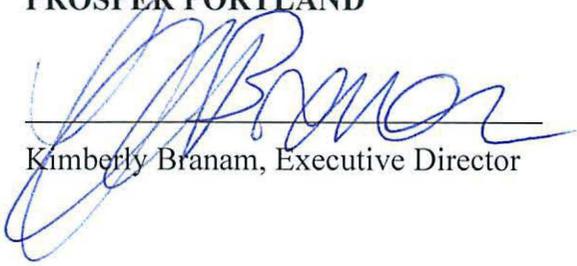
(Executed under authority delegated by Ordinance No. 181631, passed by Council February 27, 2008, and amended by Ordinance No. 183429, passed by Council on January 6, 2010.)

Date

APPROVED AS TO FORM:

City Attorney

PROSPER PORTLAND



Kimberly Branam, Executive Director

4.4.18

Date

APPROVED AS TO FORM:

 4/3/18

Prosper Portland Legal Counsel

LOMBARD INVESTMENT STRATEGY

STREETScape CONCEPT | MARCH 2016





ACKNOWLEDGEMENTS

TECHNICAL ADVISORY COMMITTEE

Ben Baldwin, Operating Projects Coordinator, TriMet
Carlos Moreno, Hispanic Metro Chamber of Commerce
Jonathan Williams, Senior Development Project Manager, Metro
Terra Lingley, AICP, Region 1 Senior Transportation Planner, ODOT

WORKING GROUP

Angela Moos, Chair, Kenton Neighborhood Association
Dick Maunu, Owner, Maunu Printing
Rachel Browning, Owner, SalvageWorks PDX
Lillian Knight, Kenton Resident
Jessica Rodriguez-Montegna, Resident
Rebecca Liu, Owner, Lung Fung Restaurant
Kai Hahn, D.M.D., Edelweiss Dental
Evelyn Hall, Manager, Green Zebra Grocery
Meegan Watts, Kenton Resident
Jacq Yager, Yesterday & Tomorrow
Ha Thu Ngo, OPI Nail Salon
Paul Hathaway, Sweet Home Bar & Grill

PDC

Leila Aman, Project Manager
Carol Herzberg, Project Manager
Enoch Aggrey, Project Coordinator
Charri Hearn Schairer, Neighborhood Manager, Urban Development Division

Jessica Horning, Transit and Active Transportation Liaison, ODOT
Casey Cunningham, Landscape Architect, BES
Ivy Dunlap, Portland Bureau of Environmental Services
Leslie Lum, North Portland District Liason, BPS
Rich Newlands, Project Manager, PBOT
Zef Wagner, Associate Planner, Policy, Planning, & Projects Division, PBOT

Linda Aruda, Portsmouth Neighborhood Association Chair
Dale Emanuel, Goodwill
Jennifer Crowe, North Portland Ortho
Tatiana Xenelis Mendoza, Oregon First Realtors
Ashe Urban, SE Uplift
Mary Jaron Kelley, NPNS-ONI
Michael Navarro, Principal, Open School
Rachel Starck, The North Portland Growth Place
Steve Rupert, Resident
Amanda Myers, Infinity Tattoo
Pat Lanigan, Eagle Bar

CONSULTANT TEAM

Mike Zilis, Principal, Walker Macy
Ken Pirie, Planner, Project Manager, Walker Macy
Saumya Kini, Planner, Walker Macy
Paul Dedyo, PE, KPFF Portland Civil+Survey
Michele Reeves, Civils Consultants

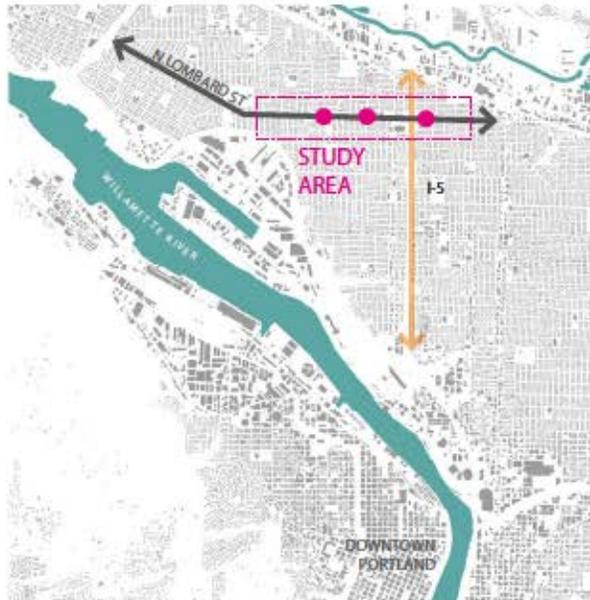


Figure 1. N Lombard St Study Area



Figure 2. This project focuses on improvements in the sidewalk area between buildings and the curb. Improvements to the roadway between sidewalks are determined by the Oregon Department of Transportation (ODOT), which owns the travel lanes of this state highway. While the Lombard Investment Strategy includes new crosswalk locations on Lombard, only an ODOT-led process can approve those changes.

Lombard Street, designated as State Highway 30 bypass, is one of the few commercial corridors for the North Portland neighborhoods of Arbor Lodge, Portsmouth, Kenton and Piedmont. The current configuration as a four-lane, high-speed roadway functions well for moving traffic, but poorly for supporting growth and livability for some 400 multi-ethnic business owners and residents who live and work along Lombard. The businesses and surrounding neighbors in Piedmont, Kenton and Arbor Lodge have long advocated for improvements to this street in support of business stabilization.

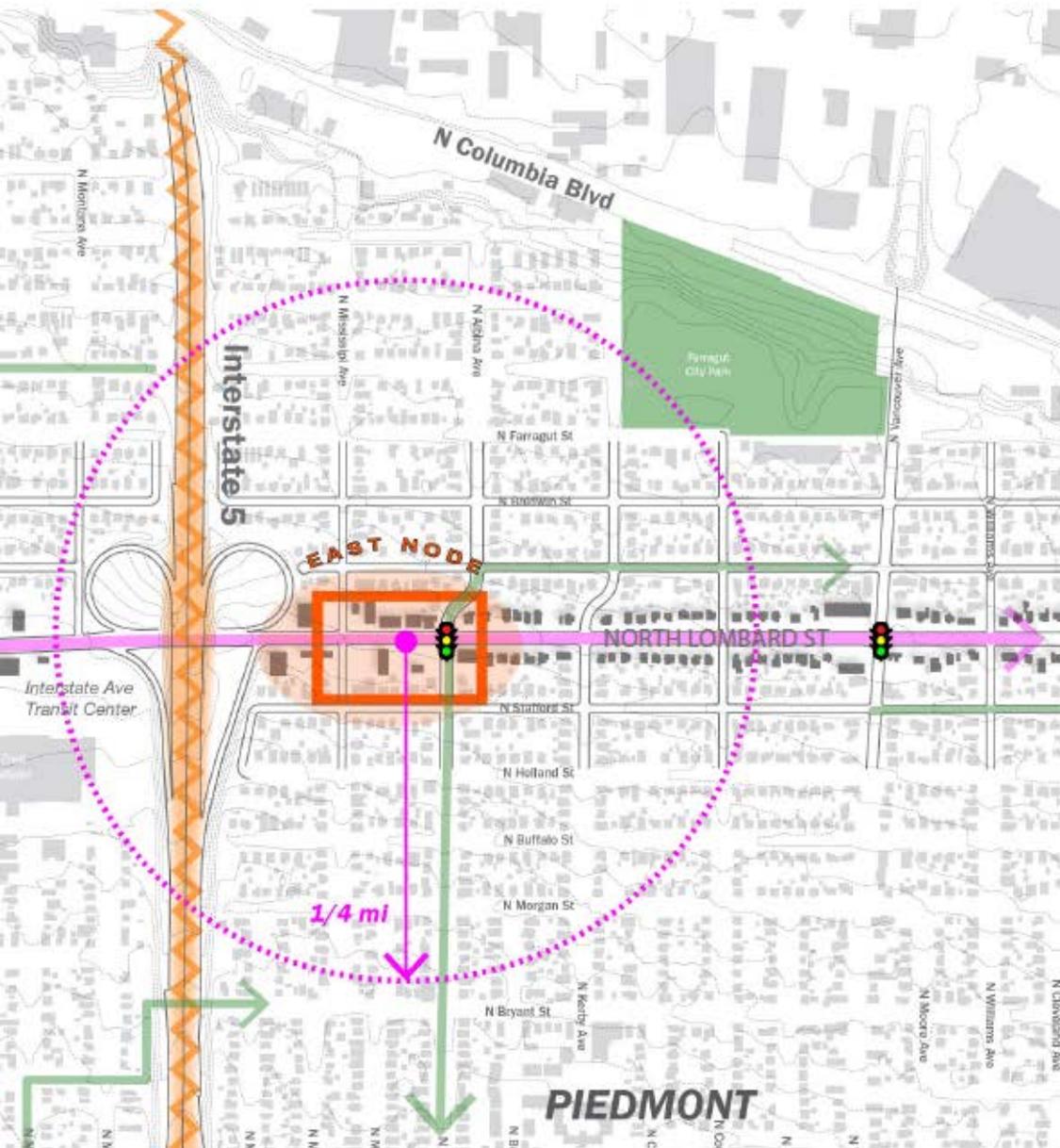
PDC has \$2 million budgeted for infrastructure improvements on the 2.2-mile stretch of North Lombard Street (from North Chautauqua Blvd. to North Rodney St.). Community workshops on March 6, 2015 and April 28, 2015 centered on new ways of showcasing and interconnecting the street's impressive list of existing assets to improve economic performance and create more connection. In early May 2015, walking tours visited three key focus areas, allowing stakeholders to discuss and identify the improvements that would have the biggest impact for the funding available.

Building upon the input from the spring workshops, a series of draft streetscape concepts were created for each node, which identified specific improvements in each area given available resources. These draft streetscape concepts were then presented to the public at an open house in October 2016, attended by more than 50 community members who voted for improvements in each node.

The feedback gathered from the open house was used to develop final streetscape concept designs for each node, which were presented to the Working Group for additional feedback. The overall streetscape concept design will serve as the foundation for the design and engineering work.

The study area includes a two mile stretch of North Lombard Street (from North Chautauqua Blvd to North Rodney St) with a strategic focus on three nodes within the corridor. The nodes are located around Lombard's intersections with N Peninsular, N Denver, and N Albina Avenues (see Figure 1). These three were selected because of their potential for activity and revitalization including an intensity of business, buildings and public spaces.

This conceptual streetscape plan includes the key design elements for each node that will serve as the foundation for the design and engineering phase of the project. This document includes the existing condition and proposed streetscape concept for each node.



LOMBARD

This map illustrates the extent of the study area and highlights the strengths and weaknesses of the corridor.

STRENGTHS

- Existing nodes with business development potential
- Diversity of businesses and building types
- Residential areas support retail within walking distance
- Grid allows variety of access points
- Roadway is wide enough for reconfiguration

WEAKNESSES

- Four-lane configuration, traffic speeds discourage pedestrians
- Predominance of auto-oriented businesses; street frontage dominated by parking lots
- Lack of consistent on-street parking
- Poor bike /ped connectivity across Lombard
- I-5 acts as barrier between East and West Lombard

LEGEND

-  Node
-  Neighborhood Bike Greenway
-  Focus Area
-  1/2 Mile or 10 Minute Walk

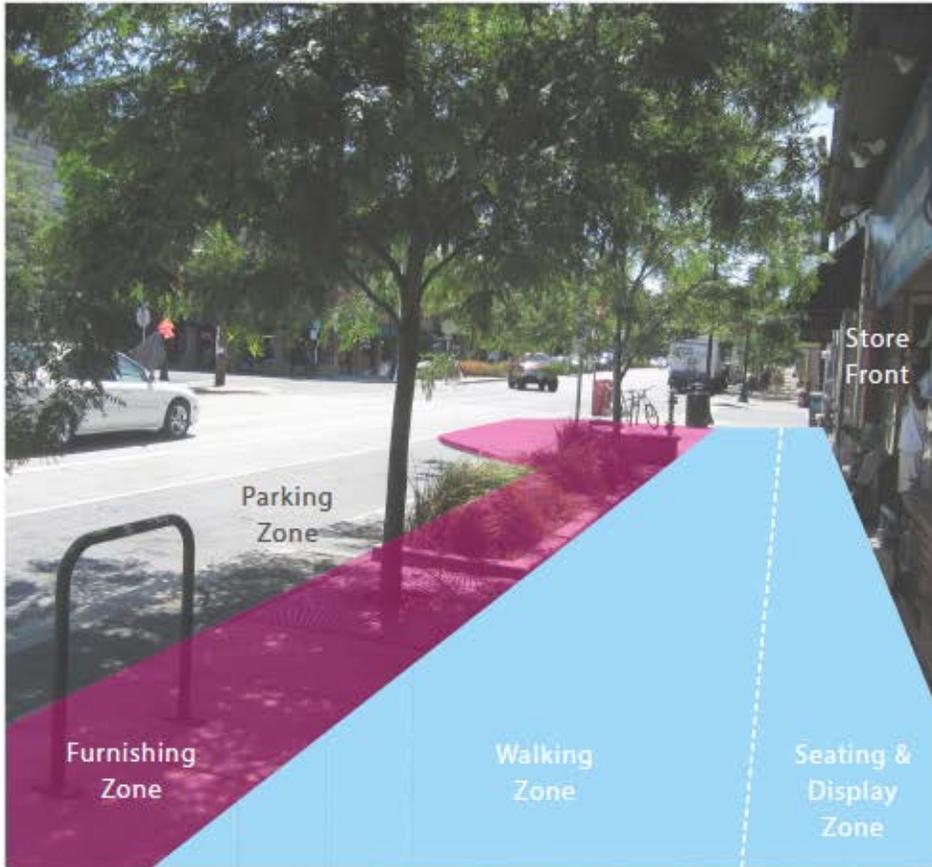
WHAT MAKES A GREAT STREET?

Meeting the goals for this project will help begin the transformation of Lombard into a “Great Street”. According to the American Planning Association, a great street is well-connected to its surroundings and feels welcoming to many different types of users. It prioritizes the pedestrian in particular. A great street also displays its own unique personality, through the use of things like furnishings, signage, art, the appearance of businesses, and other elements. A great street’s design strives to reference the community’s history or culture. Great streets also offer opportunities for community activities like festivals, markets, or other events. The diagram at right summarizes the key elements of a successful street.

In specific terms applicable to Lombard, a great street should include a consistent tree canopy that provides shade, shelter, and a buffer between pedestrians and vehicles. Street trees also help slow down traffic and make the street more attractive. Amenities will be provided, like seating and bicycle parking. With the assistance of grant programs, businesses on the ground floors of buildings can activate the sidewalk, inviting people to visit and linger along the street.



Some of the fundamental elements of a safe and walkable streetscape



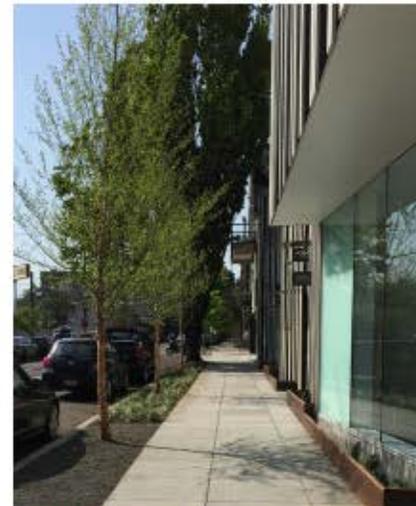
Future improvements to Lombard Street will consider the urban design framework shown above (Kenton), with clearly delineated functional zones. The improvements in each zone have interrelationships that require careful design of the entire streetscape to ensure a resulting Great Street. (For example, street trees shade both the roadway and sidewalk, and will add value to adjacent properties but must not block storefronts.)



New development along NE Alberta St.



An active streetscape on NE Burnside.



A clear walking zone between a new contemporary building in NW Portland and a planting strip with new street trees that do not block storefront windows.



The Green Zebra offers an excellent example of a walkable streetscape



The Ocean restaurant pod, with walkable street frontage and seating within a setback from the busy street.

STREETSCAPE IMPROVEMENT TOOLBOX

To develop a concept for each of the three nodes the project team created a streetscape improvement toolbox to gather community input and understand priorities. This toolbox included streetscape improvement elements such as improved sidewalks, street trees and pedestrian lighting to help the public visualize and prioritize design elements.

The project team then developed design concepts for each of the three nodes and presented them at a public open house in October 2015 for community input. Stakeholders voted on both overall elements and prioritized specific elements for each node. First, stakeholders voted on elements of the toolbox that were most important to them overall by placing dots on the images of preferred elements (see Figure 4 for the results). Next, they voted on their top three elements for each focus area to identify what elements were most important to each specific node. The project team used this information to refine the design concepts presented in this strategy to focus on investments that reflect community priorities and are within the given budget.

Overall, stakeholders identified storm water planters and street trees as the highest priority elements to create a greener and safer streetscape on Lombard through the addition of lush planted areas and trees wherever possible. While an initial assessment by the Bureau of Environmental Services (BES) found that collecting storm water runoff in swales is not as critical in the study area as it is in other areas of the city because of Lombard's proximity to a high-capacity storm water pipe on N Columbia Blvd, the visual greening of Lombard is clearly a community priority. This helped to inform the design for the nodes to include landscaped areas planted with shrubs and grasses - rather than lawn - that provide visual greening while also collecting some runoff.

Crosswalks, both north-south across Lombard and east-west across intersecting streets, are particularly desired, especially in light of recent crashes within the study area. Other key priorities included pedestrian lighting, recycling/waste receptacles to address the littered and dark areas along the corridor, and a desire for street furnishings to be locally designed and manufactured, keeping investment in the area.



Bike Racks help businesses by encouraging cyclists to stop in. Though Lombard currently has no bike lanes, many neighborhood bike routes intersect it, creating a need for more bike parking.



Benches create a more inviting pedestrian environment and an opportunity for people to linger outside of businesses.



Recycling/Waste receptacles help alleviate littering problems, making a cleaner, friendlier streetscape for all.



Pedestrian Lighting prioritizes people by illuminating the sidewalk rather than the roadway. It may be attached to existing utility poles or placed as free-standing fixtures.



Planter Strips are a low-cost way to provide some pervious, green areas on the sidewalk without the construction and maintenance costs of a storm water planter.



Street Trees provide a traffic buffer for pedestrians, provide shade, visually improve the street, and are proven to increase property values.



Bus Stop Improvements would be coordinated by Tri Met, but could leverage funds from this project.



Sidewalk Repair may be needed where settling or wear and tear has caused cracks in older sidewalk concrete.



Storm Water Planters help to collect and treat stormwater runoff from streets, sidewalks, and buildings, while creating an attractive, lush, green edge to the sidewalk.



Curb Ramps, while required by the ADA, are usually installed on older corners when triggered by other sidewalk or roadway improvements.



Gateway/Identity Features could be public art, signage, gateway markers, or any other installation that creates a sense of identity and place.



Crosswalks can help to improve pedestrian visibility at intersections. In the state of Oregon, all intersections are legal crossings whether or not they are marked.



BIKE RACKS



PEDESTRIAN LIGHTING



PLANTER STRIPS



CROSSWALKS



BENCHES



GATEWAY/IDENTITY



STREET TREES



SIDEWALK REPAIR



RECYCLING/WASTE



STORM WATER PLANTERS



CURB RAMPS



BUS STOP IMPROVEMENTS

OPEN HOUSE VOTING TALLY

Attendees voted on what kind of improvement is most important on Lombard in general. By percentage, the toolbox elements ranked as follows:

- Storm Water Planters (17%)
- Street Trees (15%)
- Crosswalks (14%)
- Pedestrian Lighting (11%)
- Recycling/Waste Receptacles (11%)
- Gateway Features (10%)
- Bus Stop Improvements (7%)
- Benches (5%)
- ADA Curb Ramps (5%)
- Bike Racks (3%)
- Sidewalk Repair (1%)
- Planters (0%)

Which KIND of Improvements are most important on Lombard?
PLACE A DOT ON EACH OF YOUR TOP THREE CHOICES.



Results of voting board exercise

Figure 4. Streetscape Improvement Toolbox Voting Board and Results

EXISTING CONDITION: WEST NODE (A)



Figure 5. West Node (A) Focus Area

The West Node (A) focus area spans from N Drummond Ave at the west to N Villard Ave at the east. The Green Zebra, built in 2013, creates a hub of activity. The east side of the Lombard intersection with N Drummond does not have a marked crosswalk, and the wide, empty sidewalk area in front of the Maunu Printing building presents an opportunity for improvement.



The West Node has many areas with wide sidewalks that lack pedestrian amenities such as greenery, lighting, and seating. Existing buildings augment the streetscape - the existing Maunu Printing building offers a unique awning shelter.



The Green Zebra building offers outdoor seating, displays produce, and creates activity on the sidewalk that could be replicated at other locations in the focus area. The Green Zebra's new sidewalks, street trees, and storm water planters are also a good example of streetscape improvements often triggered by new development.



PROPOSED WEST NODE (A)

Key areas in the West Node (A) focus area include the Maunu Printing building and the N Drummond Ave pedestrian crossing. This focus area is part of ODOT's potential lane reconfiguration project (see page 32 of this report). Improvements shown in orange in Figure 6 could be accomplished as part of ODOT's project.

Stakeholders were interested in improving the sidewalk zone in front of the Maunu Printing building with trees and a planter strip. This corner has potential to become an attractive hub of activity in the future. Overall, stakeholders also valued better lighting in the sidewalk between N Drummond Ave and N Peninsular Ave. They appreciated potential curb extensions and crosswalks, but expressed concerns about safety in any plans for bike lanes on Lombard.

To address stakeholder priorities, PDC should identify specific locations to site pedestrian lighting. This could include attaching new lighting to existing utility poles or placing new fixtures in particularly dark areas - for example, on the south side of Lombard between N Drummond Ave and N Curtis Ave. For the Maunu Printing area, rather than lawn in new planter strips, native shrubs and grasses should be placed wherever possible. A loading area should be striped within the existing on-street parking, and pervious paving used to create a usable loading area on the sidewalk. The PDC and stakeholders should stay closely involved with ODOT to explore the feasibility of on-street parking as an alternative to bike lanes in any future configuration of Lombard.

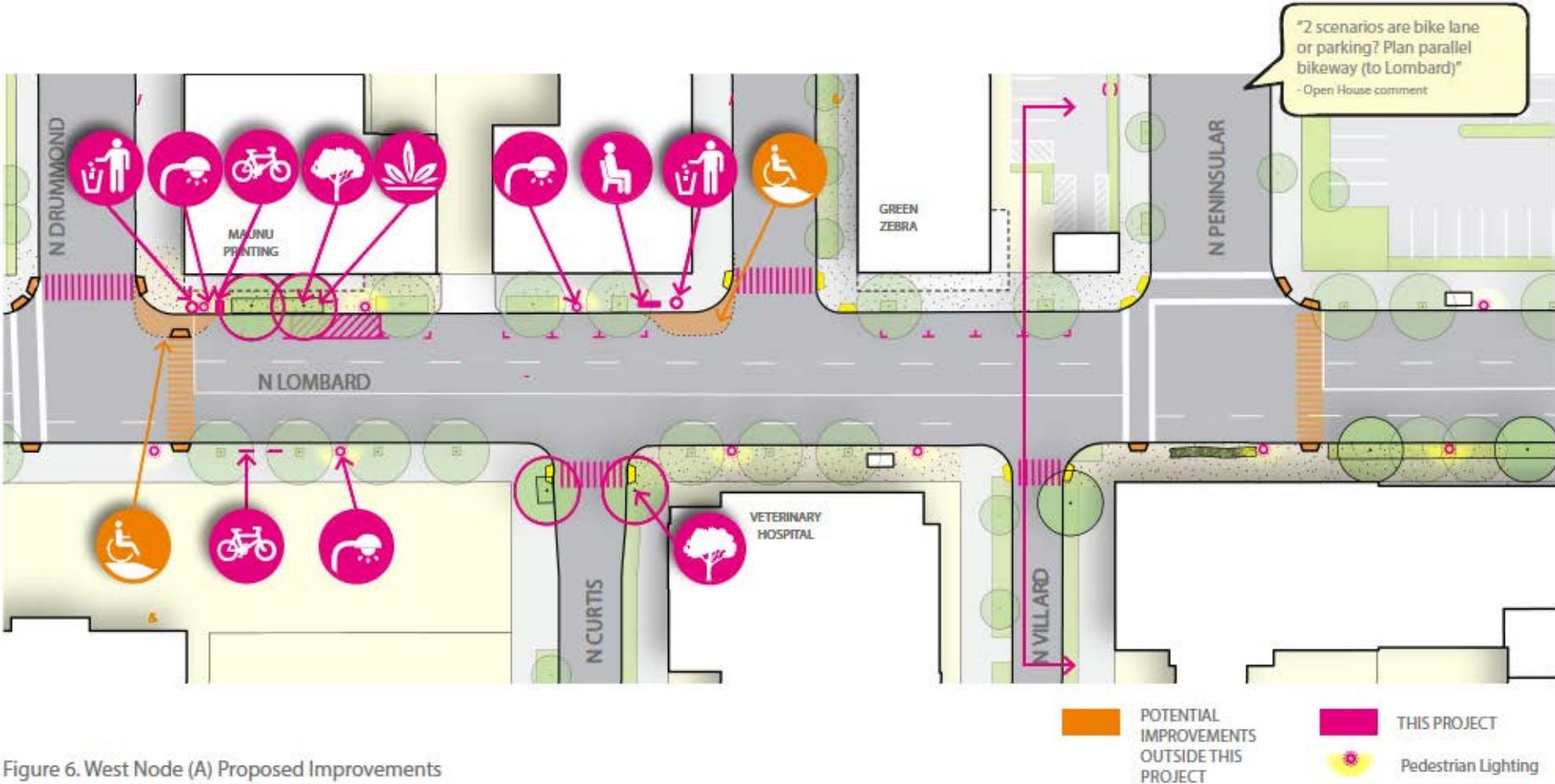


Figure 6. West Node (A) Proposed Improvements

EXISTING CONDITION: WEST NODE (B)



Figure 7. West Node (B) Focus Area

The West Node (B) focus area is between N Villard Ave and Greeley Ave. It encompasses a diverse range of active businesses, but suffers from a sparse and unattractive pedestrian environment. The truck route from N Greeley Ave to N Peninsular Ave prevents crosswalks on Lombard between these two streets and safety in this area has been a recent subject of ODOT study.



The area in front of the cluster of diverse small businesses at the intersection of N Lombard and N Greeley would benefit from a gateway feature. The adjacent Walgreens building's long, blank facade presents an opportunity for public art or other elements to create visual interest.



Existing phone booth and news stand near the N Peninsular bus stop are examples of streetscape elements that could be refurbished.

PROPOSED WEST NODE (B)

The West Node (B) focus area also falls within ODOT's potential lane reconfiguration. As part of this project, the north-south truck route between N Peninsular Ave and N Greeley Ave could receive signal and crossing upgrades. The project team recommends improving two key areas - one on the south side of Lombard at Peninsular and one on the north side of Lombard at Greeley. Focusing improvements on these areas could bolster the clusters of small businesses that exist there.

Gateway features were stakeholders' highest priority for this focus area, both at N Peninsular Ave and N Greeley Ave. Stakeholders also expressed a desire for more street trees wherever possible. The proposed truck apron at N Greeley Ave received many votes, indicating a desire to prioritize the pedestrian. Lighting was also generally important on both sides of Lombard in this focus area.

To ensure public art, identity, or gateway features that reflect community desires, local artists or fabricators should be engaged as early as possible. Gateway features could mark both entry to the Lombard corridor and signify transitions from surrounding neighborhood areas. Trees have been proposed wherever feasible based on roadway standards. However, where new trees are not likely or possible, planter strips with native shrubs or grasses can create a green edge and buffer between pedestrians and moving cars. The PDC and interested stakeholders should follow ODOT's plans for the potential lane reconfiguration to stay informed about any planned changes to the curb radius at N Greeley Ave.

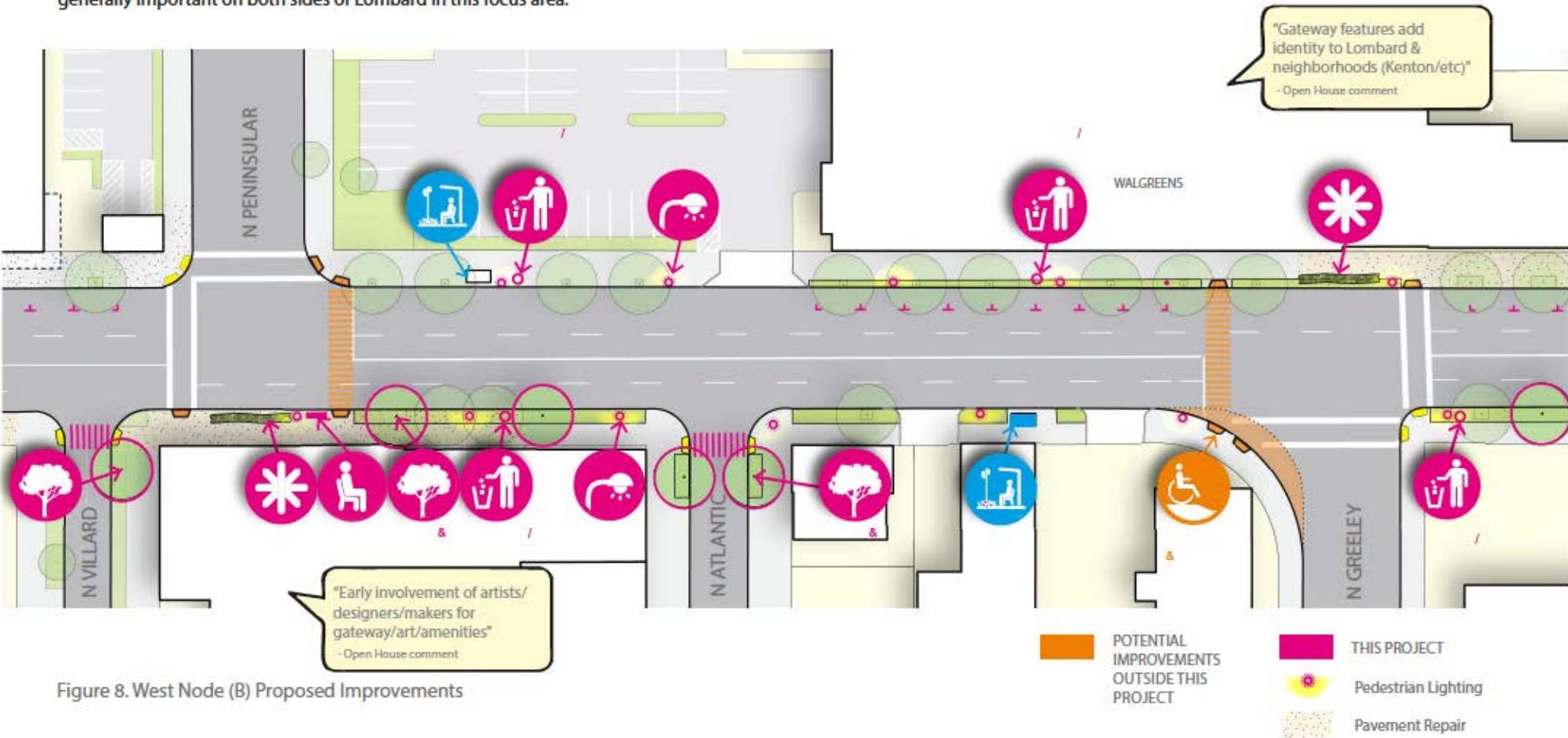


Figure 8. West Node (B) Proposed Improvements



Adding street trees in front of King Burrito and the other small businesses near N Peninsular will create a more welcoming pedestrian environment. This T-intersection also offers an opportunity to replace existing reflective bollards with a gateway or identity marker that could be designed by local artists.



Side street crosswalks, ADA-compliant curb ramps, and pavement repair are relatively low-cost improvements that can significantly improve walkability. They will create a clear and continuous visual and physical path for pedestrians to move east-west along Lombard.

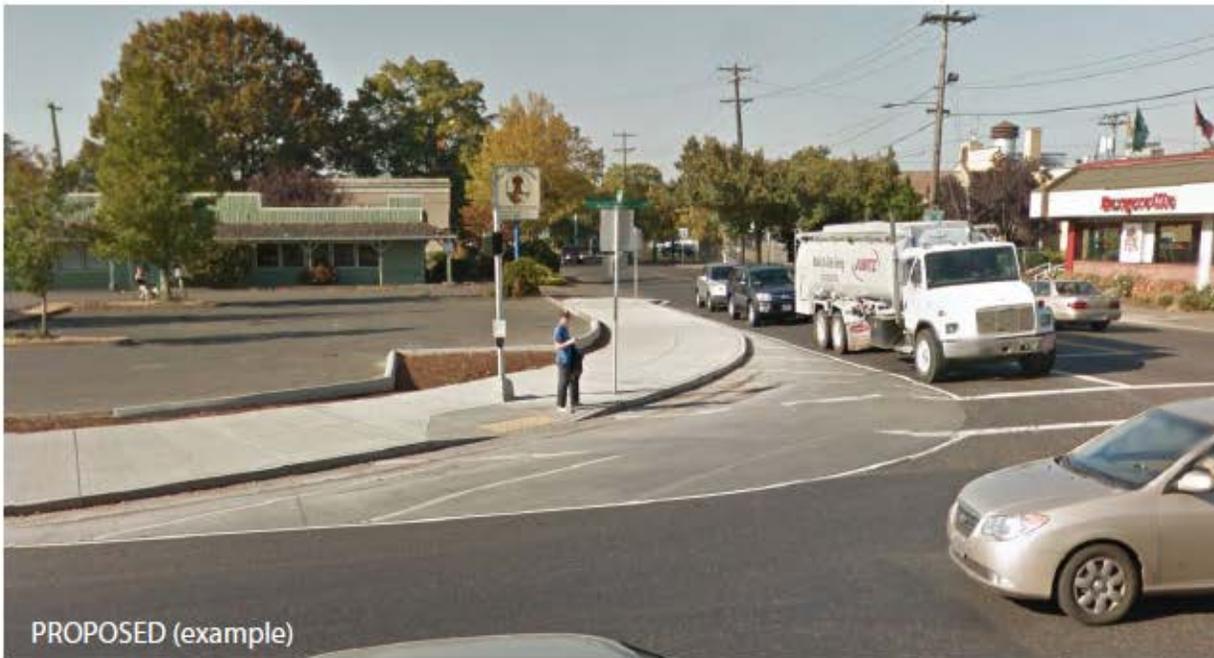


PROPOSED



west node EXISTING

Lombard's existing wide sidewalks provide an opportunity to add planters in areas currently lacking a planter strip. This makes the pedestrian experience more pleasant while also absorbing some runoff. In areas where parking or loading access is required, pervious pavers could provide a walkable surface.



PROPOSED (example)



west node EXISTING

The existing wide curb radius at N Greeley and Lombard could be made more pedestrian-friendly by creating a truck apron, similar to the example shown at left at N Ivanhoe Ave and Lombard. Improvements at Greeley will likely be influenced by the potential ODOT safety project extension.

EXISTING CONDITION: CENTRAL NODE



Figure 9. Central Node Focus Area

The Central Node focus area is between N Chatham Ave and N Elmore Ave. This area lacks consistent frontage of active uses on the sidewalk, and contains a large area of unused asphalt in the middle of the intersection with N Denver Ave. This focus area also lacks a consistent tree canopy and planter strips in many areas.



Non-continuous and unmaintained planter strip in front of Radio Shack parking lot near N Denver.



Wide, empty planter strip in front of Heavenly Donuts.



The pavement in front of Lung Fung was recently repaired by the restaurant's owner but would benefit from greater buffer from the roadway to improve pedestrian comfort.

PROPOSED CENTRAL NODE

The Central Node focus area revolves around Lombard's intersection with N Denver. It presents a unique opportunity to reclaim the unused, paved area in the intersection - the "Denver Triangle" - as a passive green space. There is no on-street parking in this focus area, so many other proposed improvements focus on providing a buffer from travel lanes with planter strips and furnishings. The Central Node focus area is not currently part of any ODOT plans for lane reconfiguration.

Denver Triangle improvements received the most support at the public open house, and was the highest priority improvement for this focus area. Some participants expressed a preference for closing the right turn slip lane entirely. Stakeholders also desire better pedestrian lighting on the south side of Lombard between N Mobile Ave and N Denver Ave. Finally, the sidewalk in front of 7-11 west of the bus stop was mentioned in comments at the open house and during walking tours. Stakeholders want street trees or some buffer from the street here, as it feels exposed.

The PDC should engage early with the Regional Arts and Culture Council (RACC) and other local organizations to coordinate public art or signage/identity features for the Denver Triangle. As for greenery in the rest of the focus area, ODOT standards would make it difficult to add any new street trees where they are not shown in Figure 10 due to safety and sight distance concerns for both pedestrians and drivers. However, planter strips should be introduced and planted with native shrubs or grasses of around 1' to 3' tall to create a buffer from the street. Existing empty planter strips, such as the area in front of Heavenly Donuts, can be planted in a similar way.

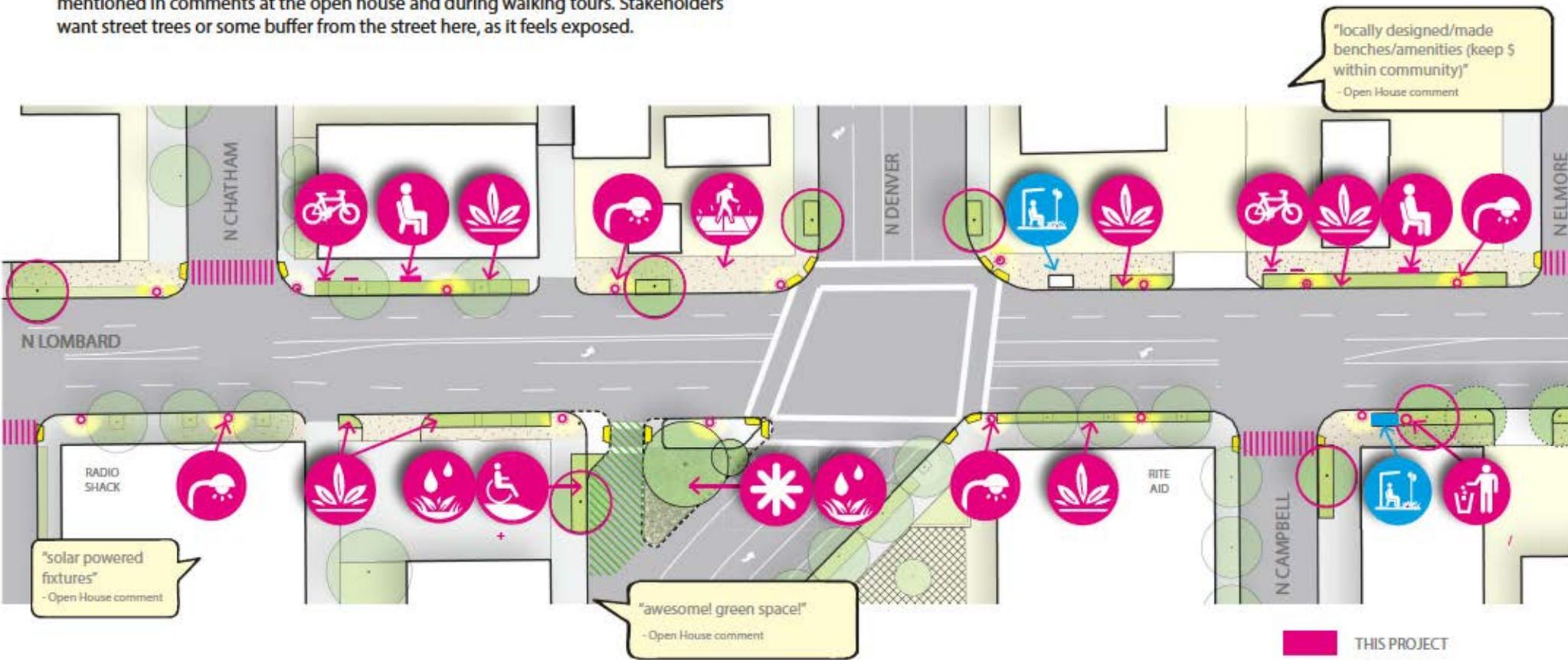
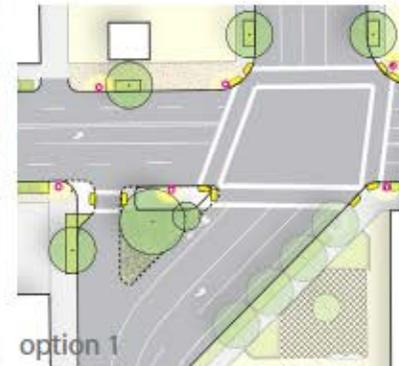


Figure 10. Central Node Proposed Improvements



The Denver Triangle, a large, unused area of asphalt in the middle of the intersection of N Lombard and N Denver, represents a significant opportunity to soften and improve the streetscape by replacing the unused paved area with a passive green space. This new green space may be an ideal location for a public art feature or gateway marker. At the Public Open House, the option for a gateway feature of some kind at this location received the largest number of votes out of all potential improvements in any of the three nodes.



Two options were discussed for the Denver Triangle. Option one preserves the existing right turn slip lane but narrows it to 12' with a curb extension. Option two shows the right turn lane closed entirely. Option two would require study and redesign of the right-turn radius directly to N Denver.



Both options require working with the Farmer's Barn Tavern to close the narrow eastern entry to the existing parking lot and relocate it to the north side. Any changes to the Denver Triangle will require close coordination with adjacent businesses.





PROPOSED



central node EXISTING

Dark areas along Lombard could be improved by pedestrian-scale lighting, either attached to existing utility poles or as free-standing fixtures in the furnishing zone between the curb and the pedestrian pathway. Pedestrian lighting may also improve incrementally with facade upgrades on existing businesses or through individual property redevelopment along Lombard.



EXAMPLE

Valencia Street in San Francisco. The smaller light post - seen at left in front of the green awning - is about 18 feet tall and intended to light the pedestrian corridor. These posts are spaced approximately every 60 feet. Taller, street-facing lamps - like the one on seen the corner in this photo - are spaced about 275 feet apart and are meant to light the roadway.

Depending on ODOT and PBOT standards, there may be challenges to placing separate, pedestrian-scale lighting fixtures along Lombard. Light fixtures like the historic lamp posts in downtown are a rare example of pedestrian-scale lighting in Portland, and these were installed before current standards were put in place. However, new pedestrian-scale lighting has been successfully installed in other cities in recent years. For example, as part of the Valencia Streetscape Project in San Francisco in 2010, 46 pedestrian-scale lights were installed along four blocks of the street, separate from the taller roadway lighting. In this project, the pedestrian-scale lights were locally designed through the San Francisco Arts Commission. The opportunity to design and implement a cohesive, pedestrian-scale lighting system along Lombard should be explored, potentially as an example project to inspire similar treatment in other areas of Portland.

EXISTING CONDITION: EAST NODE

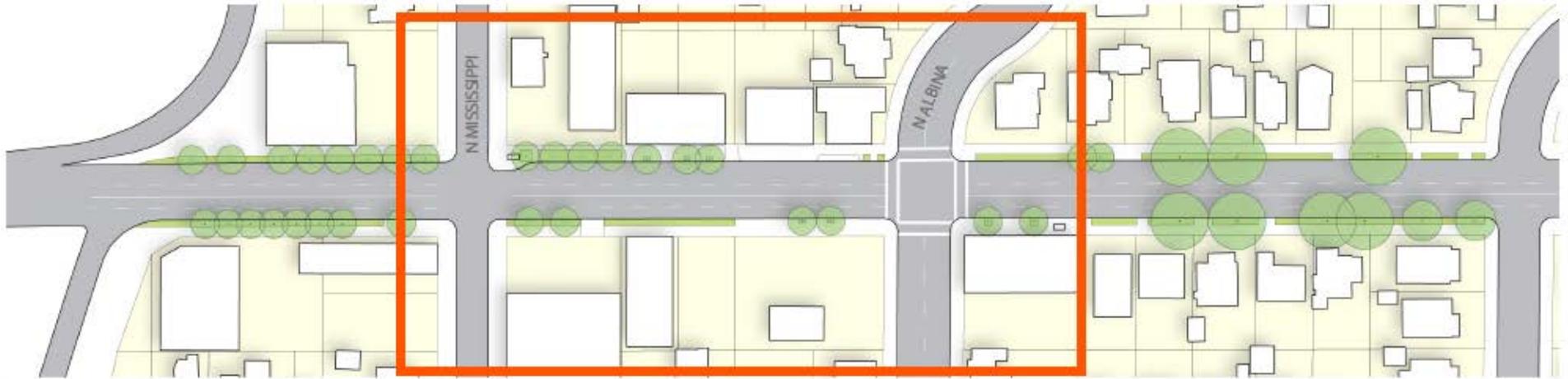


Figure 11. East Node Focus Area

The East Node focus area is located between I-5 and N Albina Ave to the east. It represents a transition from faster speeds and more commercial uses to a primarily residential area. This focus area contains several automobile uses mixed with pedestrian-oriented small businesses. This area has more existing trees and planted areas than the other focus areas but it is not consistent. The lack of marked pedestrian crossing at N Mississippi is a major concern to the surrounding community, given its proximity to the Trinity Academy middle and high school and an existing TriMet stop.



Unmarked pedestrian crossing at N Mississippi near Tri Met stop.



Existing street trees and well-maintained planter strips on private property help to soften the pedestrian environment.



Unique planted area at N Albina.

PROPOSED EAST NODE

The East Node focus area contains two key hubs for pedestrian activity: the Eagle bar area on the north side of Lombard and the intersection of Lombard and N Albina Ave. This area of Lombard is not currently under consideration for lane reconfiguration by ODOT, but continued community advocacy could help to encourage ODOT study of a pedestrian crossing on Lombard at N Mississippi Ave.

Stakeholders expressed the most interest in a gateway feature at the southwest corner of Lombard and N Albina Ave, as well as the proposed curb extension in front of Piedmont Place. This intersection is clearly important stakeholders. Street trees and lighting were also of notable importance throughout the focus area.

TriMet has plans to install a new bus stop at N Albina Ave (shown in blue in Figure 12) as part of their stop consolidation plans. The PDC should coordinate with TriMet to leverage funding for improvements at this corner - for example, planting, lighting, public art or other identity features. The cluster of commercial uses around the Eagle bar should be supported with new street trees, planter strips, and seating.

The potential benefits of pedestrian lighting in this area are particularly clear, and this presents an opportunity to design and implement a cohesive lighting system that addresses the full length of the focus area, as well as a potential extension for a short distance north and south on N Albina Ave.

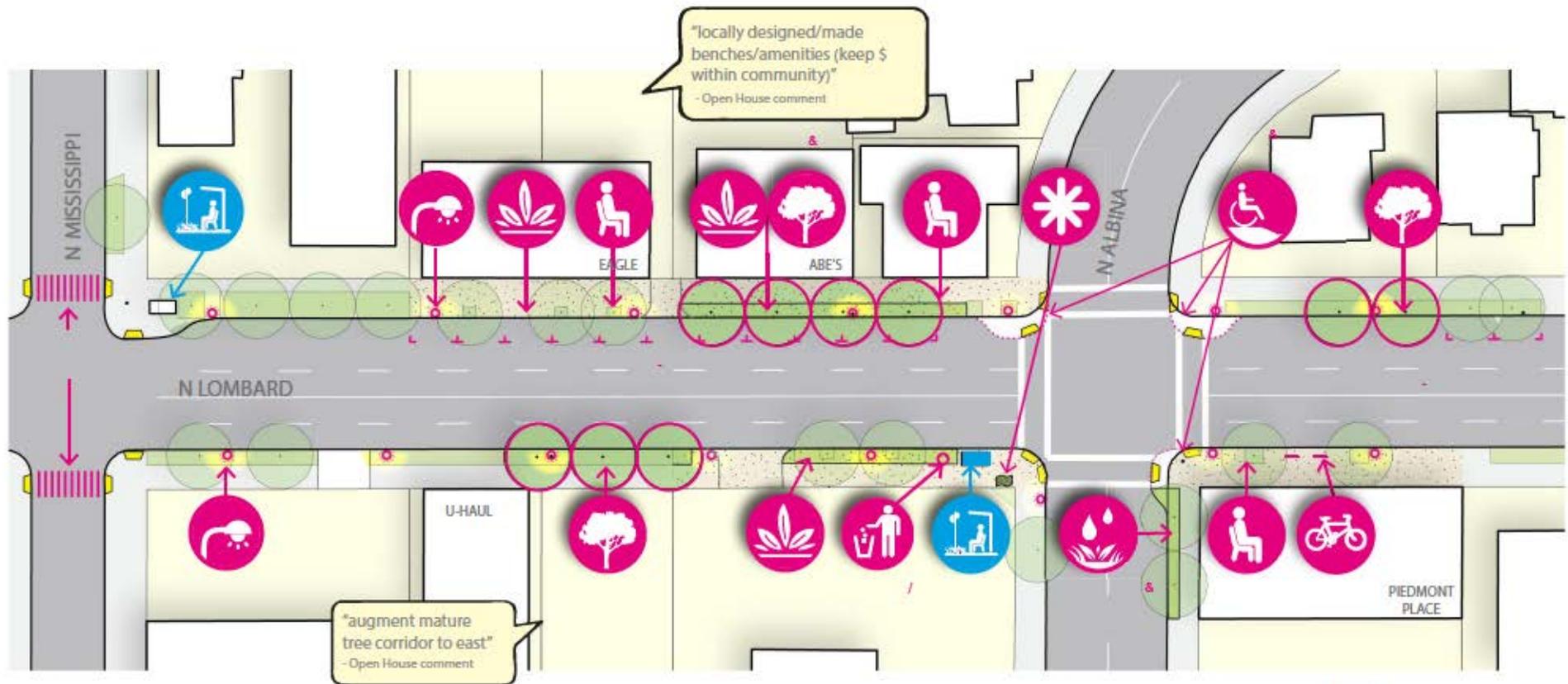


Figure 12. East Node Proposed Improvements

- THIS PROJECT
- Pedestrian Lighting
- Pavement Repair
- RECOMMENDATIONS



PROPOSED



east node EXISTING

Pavement repair, bike racks, planters and seating would strengthen existing businesses' amenities, making them more attractive to customers. Striping existing on-street parking spaces to clearly show that parking is allowed could make drivers more likely to stop and visit businesses - and on-street parking also provides a buffer between pedestrians and traffic.



PROPOSED



east node EXISTING

A wide existing planter strip in front of U-Haul between N Mississippi and N Albina could be planted with street trees, creating a more comfortable pedestrian environment,

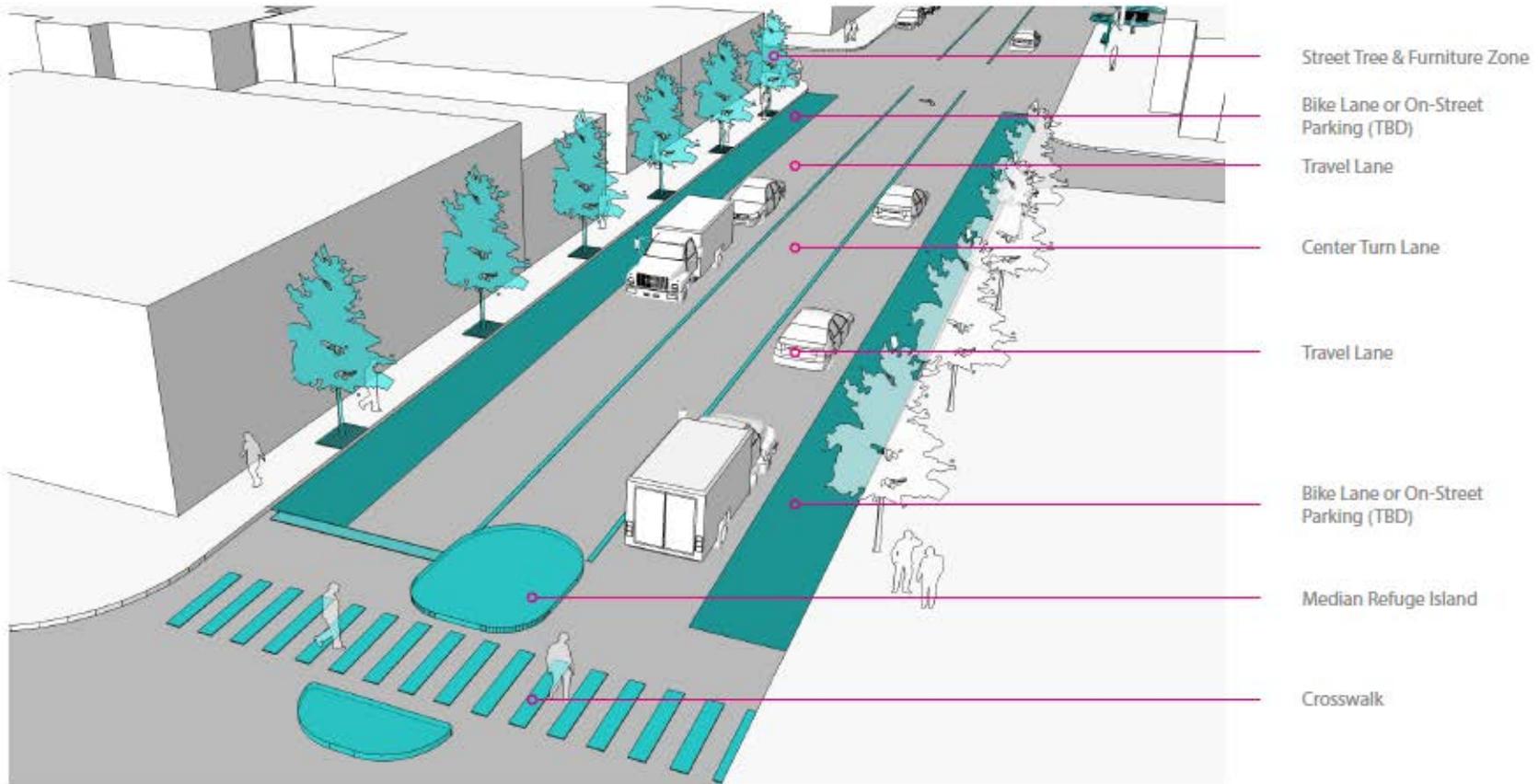


Figure 13. Potential Future Three-Lane Configuration Between N Woolsey & N Greeley (Conceptual)



Figure 14. Potential ODOT Lane Reconfiguration Project Within Lombard Investment Strategy Study Area

MOVING FORWARD

PDC's next steps are to work with PBOT to design, engineer, and build the improvements recommended in the streetscape concept, using the \$2 million in PDC funds. Types of improvements in each node will be phased based on stakeholder priorities and available funding. Highly valued items like street trees and safety improvements such as crosswalks and lighting will be also be prioritized.

ODOT recently leveraged multiple funding sources to develop a potential project to reconfigure North Lombard Street between North Woolsey at the west and North Greeley at the east. This safety project extension would re-stripe the roadway, creating a three-lane cross section by removing one lane in each direction and reallocating the space to create either on-street parking or bike lanes on both sides of the road.

The design and construction of this lane reconfiguration will be completed between 2019 and 2021 with opportunities for public input. Coordination of this effort may impact schedule of some of the streetscape improvements along the 2.2 mile stretch of Lombard described above, but the overall goal is to complete those improvements in FY 17/18





All That Glitters
— JEWELRY & LOANS —
Oregon's Most
Trusted Pawn Shop
Since 1988

OPEN 7
DAYS
A WEEK

ARBOR LODGE
N PENINSULAR AV
N LOMBARD ST

GREEN
MARKET
GROCERY

BEER