FILE Powell Blud URB10-16.5

INTEROFFICE MEMO Telephone: 238-8460 Date: September 5, 1980

File No: 26-1998 (120)

STATE OF OREGON Department of Transportation Metropolitan Branch

The File

len D. Cremen Stephen D. Crouch

Senior Project Coordinating Engineer

Bus Service S.E. 50th--I-205, Mt. Hood Hwy. #26 (Powell Phase 2)

Linda Moss of Tri-Met called me on September 3 asking if there were bus turnouts and a traffic signal planned for 84th and Powell. I told her that there are indeed bus turnouts planned for that location both eastbound and westbound, but a traffic signal isn't justified. In addition, it is too close to the signal at 86th and Powell.

She stated that Tri-Met may elect not to use the turnouts at 84th if no signal is provided. I pointed out that the Union Retirement Home would present a substantial need for bus service at 84th, but if Tri-Met elected not to stop there, perhaps we could eliminate the turnouts. I asked that if this was Tri-Met's position, that we be notified in writing and we would then consider deleting the turnouts from the project plans.

SDC:hw

cc: Don Adams Jim McClure Ken Limbocker Steve Dotterrer, COP David Hill, COP Mike Bauer, COP

## REGEIVED

#### SEP 8 1980

BUREAU OF

NETMURE FROM

# URB10-16.5



DEPARTMENT OF PUBLIC WORKS MIKE LINDBERG COMMISSIONER

OFFICE OF PUBLIC WORKS ADMINISTRATOR

621 S.W. ALDER PORTLAND, OR 97205

STAFF NUB WEG DRUM T.J August 6, 1980

Oregon State Highway Division 9002,SE McLoughlin Blvd. Milwaukie OR 97222

Attention: Marion Craft, Asst. Region Engineer

Subject: Ross Island Br. - SE 50th Avenue Section Mt. Hood Highway (SE Powell Blvd.) Project No. IX-24(8), Assumption of Maintenance and Control

Gentlemen:

A joint inspection and project review by FHWA, State and City officials on July 18, 1980 found the subject project substantially complete. Except for the installation of island lights and the repair of one luminaire pole, all items were acceptable for the release of the contractor's obligation. Therefore, the City of Portland, in accordance with the State-City agreement dated August 4, 1978, Ordinance No. 116358, accepts the maintenance obligations for this facility as prescribed in the said agreement as of the date of inspection (7-18-80).

Upon notification of acceptance by the State of the island lights and luminaire pole, the City will assume maintenance of these uncompleted items.

Very truly yours,

David J. Vargas, P.E. Acting Chief Bureau of Street & Structural Engineering

WJO:ms

 cc: Chuck Lobaugh, Resident Engineer ODOT John M. Lang, City Engineer Richard Schmidt, Chief, Bureau of Maintenance
Don Bergstrom, City Traffic Engineer Mary Nolan, Street Lighting Manager Steve Goetz, Forester, Bureau of Parks Jack Turner, Nuisance Division, Bureau of Buildings

URB10-16.5

July 29, 1980

Steve Crouch, Project Coordinator Oregon Department of Transportation Metro Section 5821 N.E. Glisan Portland, Oregon 97213

Re: Powell Boulevard Phase 2

The signal design work for this project is essentially completed. The only work remaining is drafting the location of the signal interconnection which will be placed in the common underground trench. Since there appears to be no immediate need for ODOT to review the signal plans, we are holding them until the location of this trench can be identified. If you have a problem with this, or when the location of the trench is identified, please contact this office.

After reviewing the 1"=5' detail map the following comments/recommendations are made:

- At the signalized locations it was the opinion of this bureau that pedestrian crossing be provided acfoss all legs of traffic. The signal locations have been designed in this manner. This will necessitate additional curb ramps over what was shown on the detail maps.
- 2) We would recommend that the median at the cross streets be checked to make certain turning movements from the cross streets can be made in a smooth radius. The medians at the following cross streets appear to be close to the cross street and possibly should be pulled back: 68th, 70th, 73rd, 75th and 80th Avenues.
- 3) At 63rd Avenue we are concerned by the crosswalk location as shown. Eastbound Powell would be required to stop approximately 50 feet west of the normal stopping point at the corner. We recommend moving the crossing location to the east side of ble north leg of 63rd Avenue connecting to the west side of the south leg of 63rd Avenue (see attached sketch).

- 4) At 74th we have the same concern as at 63rd Avenue. We recommend moving the crosswalk to the east, as shown in the attached sketch. We also have a concern with north-bound 74th having access to Powell Blvd. only byateltaging through the parking area. In all other instances where a side street must turn through a parking area, this is done at a "T" type intersection and it is quite obvious that a turn must be made. We are concerned that a northbound driver will continue north to Powell in the narrow street wddth provided. It is our recommendation that the throat of the south leg of 74th Avenue be widened and the northbound movement be allowed to continue to Powell Blvd.
- 5) We request that the marked crosswalk symbol not be used on the construction plans. We can see the need during pre preliminary engineering to identify crosswalks so as to provide curb ramps necessary at these locations. However, in our opinion only a few crosswalks need or should be marked in the field. The city is responsible for marking crossing locations and will do this with our crews when Powell Phase 2 is completed.

M. J. Martini Sr. Tæaffic Engineer

MWB:ah

enclosures

#### PUBLIC WORKS

#### COUNCIL CALENDAR ITEM

NO.

SUBMITTED BY COMMISSIONER OF PUBLIC WORKS FOR FILING WITH THE CITY AUDITOR FOR COUNCIL CONSIDERATION ON: June 18, 1980

URB 10-16.5

DESCRIPTION/ An Ordinance authorizing the City to enter into an agreement with the PRUPOSE State of Oregon, by and through its Oregon Department of Transportation, providing for construction, financing, City payment of local share in excess of available State Highway bond funds, and maintenance of Powell Boulevard between SE 50th Avenue and SE 92nd Avenue and declaring an emergency.

BACKGROUND In 1974 the State legislature authorized the Oregon Department of Transportation to sell bonds, to be paid off from State Gas Tax Revenues. The ODOT sold the first issue of \$25 million dollars, but subsequent revenue projections showed declining revenues, and plans to sell subsequent issues of bonds were cancelled.

> When the bonds were authorized, a number of projects were identified that were to be accomplished with the bond funds. Locally, the highest priority projects listed were Powell Boulevard, Union Avenue and Macadam Avenue.

> The funds provided for these three projects from the first issue of bonds were \$2,985,000. Of this money \$50,000 went to the Macadam Avenue Study and \$2,935,000 were reserved for the Powell Boulevard project.

The ODOT began preliminary engineering for the Powell project in late 1975. One of the first options considered was reconstruction of Powell from the Ross Island bridge to 52nd Avenue, and removal of parking between 52nd and I-205 to provide four lanes in that section. Community opposition developed from adjacent businesses that would lose parking on Powell, and from residents who felt that increasing capacity on Powell without installing measures to mitigate the impact would reduce neighborhood quality. As a result the State split the project into two phases: Phase I, from the Ross Island Bridge to SE 50th Avenue and Phase II, from SE 50th Avenue to I-205.

The ODOT recognized that the State bond funds would not cover the costs of the entire project. Therefore, toward the end of preliminary engineering for Phase I, the City and the ODOT went to CRAG and obtained authorization to use Mt. Hood Freeway funds for the project, and to use State Highway bond funds to provide local match.

Powell Boulevard, Phase I cost \$5,657,000. Mt. Hood funds paid \$4,648,000 of the costs; \$1,009,000 was paid from bond funds. Parking lots to be constructed to replace commercial on-street parking lost near 21st and 28th Avenues will cost an additional \$150,000 and require an additional local match of \$22,000.

Phase II was developed with participation by City bureaus, neighborhood businesses, and residents. Three alternatives were developed for serious consideration.

Alternative 2, which used a variable width right-of-way, either ninety feet or one hundred and sixty feet wide, was adopted by Resolution No. 32360, passed by Council February 8, 1979. This alternative provides for sound berms, parking, retaining some existing businesses on the south side and some commercial redevelopment.

Alternative 2 was estimated to cost \$14,500,000 in May 1979. Subsequently, minor realignment of the roadway to allow for a very fragile water main on the north side and some other utility relocation work has resulted in an adjusted current estimate of \$15,064,000. Construction is planned to begin in May 1982. The current estimated increase in the construction cost index is sixteen percent per year or approximately thirty-three percent for two years. This would result in a May 1982 cost of approximately \$20,085,000. The total cost for the three projects will be approximately \$25,843,000. A total \$4,044,000 in local match will be needed, which is \$1.1 million over the State Highway bond funds available for the project.

ISSUES-PROBLEMS: The ODOT says there are no State Highway funds available to pay the additional local match for this project.

If the ODOT does pay the local match for this project, they will ask the City to pay the local match for some other project. The ODOT foresees a \$300,000,000 dollar shortfall in their proposed six-year plan. This will result in delay of projects proposed in later years of the six-year plan and pressure on the City to provide local match to encourage the early implementation of projects.

A large water main on the north side of Powell, from roughly 60th Avenue east, is located in the northerly traffic lane, with only two feet of cover. Protection of this main will cost several hundred thousand dollars. Replacement of the main would cost about two million dollars.

RECOMMENDATIONS: Passage and inclusion of the additional local match required, currently estimated to be approximately \$1.1 million, in the 1981-82 FY budget of the Bureau of Street and Structural Engineering.

PUBLIC WORKS CONTACT PERSON(S): L. David Hill PHONE # 4643

PHONE #



OFFICE OF PUBLIC WORKS

MEMORANDUM

MIKE LINDBERG COMMISSIONER 1220 S.W. FIFTH AVE.

503 248-4145

TO: Connie McCready, Mayor Frank Ivancie, Commissioner of Public Utilities **PORTLAND, OR. 97204** Charles Jordan, Commissioner of Public Safety Mildred Schwab, Commissioner of Public Affairs

> FROM: Mike Lindberg Commissioner of Public Works

SUBJECT: Powell Boulevard from 50th to 92nd Construction Agreement

Enclosed for your consideration is a report and accompanying Ordinance concerning the construction agreement and City payment of local match in excess of available State Bond Funds.

The Ordinance is being filed for Council consideration on June 18, 1980. If you have questions concerning this matter, please call David Hill, Program Management, Bureau of Street and Structural Engineering at 4643.

STR:mmc

Enclosures (2)

#### POWELL BOULEVARD PHASE II

#### **REPORT ON CONSTRUCTION AGREEMENT**

The purpose of this report is to provide City staff recommendations regarding execution of a City/State Construction Finance agreement for Powell Boulevard, Phase II (SE 50th Avenue to 92nd Avenue).

#### Background

In 1974 the State legislature authorized the Oregon Department of Transportation to sell bonds, to be paid off from State Gas Tax Revenues. The ODOT sold the first issue of \$25 million dollars, but subsequent revenue projections showed declining revenues, and plans to sell subsequent issues of bonds were cancelled.

When the bonds were authorized, a number of projects were identified that were to be accomplished with the bond funds. Locally, the highest priority projects listed were Powell Boulevard, Union Avenue and Macadam Avenue.

The funds provided for these three projects from the first issue of bonds were \$2,985,000. Of this money \$50,000 went to the Macadam Avenue Study and \$2,935,000 were reserved for the Powell Boulevard project.

The ODOT began preliminary engineering for the Powell project in late 1975. One of the first options considered was reconstruction of Powell from the Ross Island bridge to 52nd Avenue, and removal of parking between 52nd and I-205 to provide four lanes in that section. Community opposition developed from adjacent businesses that would lose parking on Powell, and from residents who felt that increasing capacity on Powell without installing measures to mitigate the impact would reduce neighborhood quality. As a result the State split the project into two phases: Phase I, from the Ross Island Bridge to SE 50th Avenue and Phase II, from SE 50th Avenue to I-205.

The ODOT recognized that the State bond funds would not cover the costs of the entire project. Therefore, toward the end of preliminary engineering for Phase I, the City and the ODOT went to CRAG and obtained authorization to use Mt. Hood Freeway funds for the project, and to use State Highway bond funds to provide local match.

Powell Boulevard, Phase I cost \$5,657,000. Mt. Hood funds paid \$4,648,000 of the costs; \$1,009,000 was paid from bond funds.

Phase II was developed with participation by City bureaus, neighborhood businesses, and residents. Three alternatives were developed for serious consideration.

Alternative 2, which used a variable width right-of-way, either ninety feet or one hundred and sixty feet wide, was adopted by Resolution No. 32360, passed by Council February 8, 1979. This alternative provides for sound berms, parking, retaining some existing businesses on the south side and some commercial redevelopment.

#### **Project** Funding

Alternative 2 was estimated to cost \$14,500,000 in May 1979. Subsequently, minor realignment of the roadway to allow for a very fragile water main on the north side and some other utility relocation work has resulted in an adjusted estimate of \$15,064,000. Construction is planned to begin in June 1982.

The current estimated rate of inflation in the construction cost index is sixteen percent per year or approximately thirty-three percent for two years. This would result in a June 1982 cost of approximately \$20,085,000 for Phase II improvements. The total cost for the Powell projects (Phase I & II) is estimated to be approximately \$25,800,000. A total of \$4,031,000 in local match is estimated to be needed, which is \$1.1 million over the State Highway bond funds available for the project.

The ODOT has indicated that State Highway Funds are not available to pay the additional local match for this project, and therefore, has requested the City to provide the additional funding.

#### Alternatives

- Don't build Phase II. Council previously considered the No Build option and concluded that implementation of Phase II improvements is important and necessary.
- (2) Reduce the scope of work. Changing the project at this point would set the implementation schedule back significantly, since the environmental impact statement would have to be revised, the engineering redone, and the land acquisition schedule revised. While this was being accomplished, project costs would continue to suffer from inflation, with a likely end result of no net economic gain.
- (3) Provide sufficient additional local match funding to implement Phase II improvements as planned.

#### Recomendation

City staff recommends passage of the enclosed Ordinance and inclusion of the estimated additional local match needed, currently estimated to be approximately \$1.1 million, in the 1981-82 FY budget of the Bureau of Street and Structural Engineering. John M. Lang, P.E. Public Works Administrator

Frank Frost Bureau of Planning

Don Bergstrom City Traffic Engineer

TO THE COUNCIL:

Your Commissioner of Public Works concurs with the joint report of the Public Works Administrator, Bureau of planning and Bureau of Traffic Engineering, and

RECOMMENDS,

That an Ordinance authorizing execution of the Powell Boulevard from 50th to 92nd Avenue Construction/Finance agreement be passed by Council and funds for the estimated additional local match needed, currently estimated to be approximately \$1.1 million, be included in the 1981-82 FY budget of the Bureau of Street and Structural Engineering.

Respectfully submitted,

Mike Lindberg Commissioner of Public Works

#### CITY OF PORTLAND, OREGON

#### **BUDGET/FINANCIAL ORDINANCE IMPACT STATEMENT**

A. INITIATOR'S SUMMARY OF ORDINANCE ACTION	(Deliver origi	nal to Budget Office.	Retain a copy.)	B.M.B. USE No.
1. NAME OF INITIATOR	2. ROOM NO.	3. TELE. NO.	4. BUREAU	
Steve Riddell	130/725	4347	Street & Stru	uctural Engineering
5. DEPARTMENT		6. TO BE a. DAT	E	b. CALENDAR (Check One)
Public Works	2	FILED: June	e 18, 1980	REGULAR 4/5ths

7. SUMMARY OF ACTION (State what you seek to accomplish, state effect on programs affected where known. Cite titles of funds, accounting codes, and BUC's, where applicable. Continue on reverse.)

This Ordinance authorizes the City to enter into an agreement with the Oregon Department of Transportation providing for finance, construction, and maintenance of left-turn refuges sidewalks, landscaping, sound barriers, off-street parking, traffic signals, and right-of-way acquisition for Powell Boulevard between 50th and 92nd Avenues.

The selected alternative, Alternative 2, which utilizes a variable-width right-of-way, was reviewed by the Council and recommended by Resolution 32360, passed February 8, 1979.

The agreement calls for payment for the project through the use of Interstate Withdrawal Funds, with local match from the \$2,935,000 in State Bond Funds reserved for the project. The agreement provides that any shortfall in required local match will be paid by the City. Currently, this shortfall is estimated to be just over 1.0 million dollars.

Powell Boulevard funds have been programmed and are anticipated to be spent as follows (in 000's of dollars):

Phase 1 Ross Island Bridge to 50th Avenue

PE	11 Inst. Trans.	R/W 1,220 Inst. Trans.	Const. 3,417 Inst. Trans.
	191 State Bond	215 State Bond	603 State Bond
	202 Total	1,435 Total	<b>4,</b> 020 Total

Phase 1 TOTAL 4,648 Interstate Transfer (Inst. Trans.) 1,009 State Bond 5,657 Total

Phase 2 50th Avenue to 92nd Avenue (Projected costs based on 16% annual increases in construction cost index with construction in May 1982, in 000's of dollars)

PE 711 In	st. Trans. R/W	6,823 Ins	onst. 9,496	Inst. Trans.
126 St	ate Bond	1,204 Sta	596	State Bond
837 To	tal	8,027 Tot		<u>City (Est.)</u> Total Phase

Phase 2 TOTAL 17,030 Inst. Trans. 1,926 State Bond 1,080 City (Est.) 20,036 Total

#### (CONTINUED ON FOLLOWING PAGE)

8. APPROPRIATION UNIT HEAD (Typed name and signature)	9. AUTHORIZED DEPARTMENT
David J. Vargas, Acting Chief	OFFICIAL (Signature)

**Powell Parking Lots:** 

PE, R/W, and Const.

128 Inst. Trans. 22 City 150 Total

Powell Reconstruction Projects Total:

21,806	Inst.	Trans.
2,935	State	Bond
1,102	City	
25,843	Total	

The required City match will need to be indicated in the 1981-82 FY Budget of the Bureau of Street and Structural Engineering.

#### ORDINANCE NO.

An Ordinance authorizing the City to enter into an agreement with the State of Oregon, by and through its Oregon Department of Transportation, providing for construction, financing, City payment of local share in excess of available State Highway Bond Funds, and maintenance of Powell Boulevard between SE 50th Avenue and SE 92nd Avenue and declaring an emergency.

The City of Portland ordains:

Section 1, The Council finds:

- Construction of SE Powell Boulevard, utilizing City share Interstate Withdrawal Funds and using State Highway Bond Funds for local match, has been authorized by the Council as part of the Eastside Transportation Program.
- The CRAG (METRO) Transportation Improvement Program, adopted by CRAG on August 4, 1977, authorized use of Mt. Hood Freeway Withdrawal Funds to accomplish this project.
- 3. The project will consist of right-of-way acquisition and construction to upgrade Powell Boulevard between SE 50th Avenue and SE 92nd Avenue, with provisions for left-turn refuges, sidewalks, landscaping, sound barriers, off-street parking and traffic signals.
- 4. Due to inflationary cost increases, the total cost of the project will be approximately \$20,300,000 at the time of construction in May 1982 instead of the \$13,529,000 originally programmed.
- 5. The Local match originally programmed at \$2,029,000 will be approximately \$3,045,000.
- 6. The ODOT has \$1,982,000 in State Bond Funds reserved for local match for this project, leaving a shortfall of approximately \$1.1 million.
- 7. The ODOT does not have sufficient funds available for the local match which will be required.
- 8. The ODOT has submitted an agreement to the City for approval providing for construction, maintenance and City payment of the local share of project costs in excess of the State Bond Funds reserved for this project.

### ORDINANCE No.

#### NOW, THEREFORE, the Council directs:

- a. That the Mayor and Auditor are authorized to execute, on behalf of the City, an agreement with the State of Oregon by and through its Department of Transportation, said agreement to be substantially in accordance with the form of agreement marked Exhibit "A" attached to the original of this Ordinance.
- b. That the Council will authorize funds in the FY 1981-82 budget of the Bureau of Street and Structural Engineering to pay the local share of project costs in excess of the State Bond Funds reserved for this project.
- c. That the Auditor is directed to transmit five executed copies of the agreement to the Oregon Department of Transportation, 5821 NE Glisan Street, Portland, Oregon 97213, attention Jon Rose.
- Section 2. The Council declares an emergency exists because delay in executing this agreement will result in delay in obtaining Federal approval to acquire right-of-way, resulting in hardship to owners of property to be acquired and in increased costs to the City, due to inflationary cost increases. Therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council,

Commissioner Mike Lindberg Steve Riddell:mmc June 4, 1980 . .

Auditor of the City of Portland

Mayor of the City of Portland

Attest:

Approved: L. E. George MCH:pf 12/20/79

> Misc. Contracts & Agreements No. 7219

#### CONSTRUCTION-FINANCE AGREEMENT INTERSTATE TRANSFER PROJECT

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, Highway Division, hereinafter referred to as "State"; and the CITY OF PORTLAND, a municipal corporation within the State of Oregon, acting by and through its designated City Officials, hereinafter referred to as "City".

#### WITNESSETH

#### RECITALS

1. The Mt. Hood Highway, State Primary Highway No. 26, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission, and is routed through the City of Portland along S.E. Powell Boulevard.

2. By the authority granted in ORS 366.425, as amended by Chapter 365, Oregon Laws, 1979, any county or city may deposit monies, or an irrevocable letter of credit, with the Department of Transportation for performance of work upon any public highway within the State. When any money or a letter of credit is so deposited, the state shall proceed with the proposed project. Money so deposited shall be disbursed for the purpose for which it was deposited.

3. By the authority granted in ORS 366.775, State and City may enter into agreements for the construction, reconstruction, improvement or repair of any street, highway, road or bridge upon such terms and conditions as are mutually agreeable to the contracting parties. Under said authority, State and City plan and propose to construct the 50th Avenue - 92nd Avenue Section of the Mt. Hood Highway, hereinafter referred to as "project". The location and limits of said project are approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. The project will be financed with Interstate Transfer (e)(4) Funds with local matching funds to be provided by State and City.

4. It is proposed that the project will consist of all work necessary to upgrade the present facility with provisions for left-turn refuges, sidewalks, landscaping, sound barriers, off-street parking and traffic signals. Right-of-way will be acquired as a participating part of the project. The State will perform the construction engineering. The required 15 percent local matching funds will be provided by State to the limit of the State Bond Fund reserved for the Ross Island Bridge to I-205 Section of the Mt. Hood Highway with the remainder to be provided by the City of Portland. NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

#### STATE OBLIGATIONS

1. State shall submit a program to the Federal Highway Administration with a request for federal aid participation in all engineering, right-ofway acquisition, eligible utility relocations and construction work for the project. Said program shall include services to be provided by both State and City. State shall notify City in writing when authorized to proceed with each phase of the work.

2. State shall obtain the necessary right-of-way, easements and permits, prepare the contract documents, advertise for bids, award all contracts, furnish all construction engineering, material testing, technical inspection and resident engineer services for administration of the contract and, upon completion of construction, thereafter perform all necessary roadway maintenance operations from face-of-curb to face-of-curb within the limits of the project, excepting the landscaped medians.

3. State shall arrange conferences with City during construction of the project to review the work in progress and assure conformance with City requirements. As a minimum, a preconstruction conference will be arranged with representatives of State, City and the contractor in attendance, and at any time alternates are to be considered. State shall submit plans and estimates for City review and approval prior to advertisement for contract bids.

4. State shall, upon receipt of itemized statements for 100 percent of actual costs incurred by City for prior approved work on behalf of the project, promptly reimburse City for 100 percent of said costs.

5. State shall locate and construct certain city street connections and off-street parking areas within the limits of the project and, upon completion of construction, shall dispose of all State's right, title and interest in those portions of property lying outside state highway jurisdiction, with all jurisdiction, maintenance and control thereupon passing to City to be performed at its sole expense.

6. State shall close S.E. 71st Avenue at the southerly right-of-way boundary of the Mt. Hood Highway (Powell Boulevard).

7. State shall, without cost to City, relocate or cause to be relocated all existing privately-owned utility conduits, lines, poles, mains, pipes and other such facilities that are located on private property where such relocation is necessary to conform said utility or facilities to the plans for the project.

8. State shall, upon receipt of itemized statements in triplicate of such expenses, reimburse City for the reasonable expenses incurred by City in relocating or extending any City-owned utility conduits, lines, poles, mains, pipes and other such facilities located within a public right-of-way, upon City-owned property, or on private property under City easements, where such relocation or extension is necessary to conform said facilities to the

-2-

plans for the project; except that in the event such facilities are located within or upon the right-of-way of a state highway under a permit issued by the Oregon Transportation Commission under condition that the permittee will bear the cost of any relocation, the expense of relocating or extending such facilities shall be borne by the City or others.

9. State shall, in the first instance, pay all costs of the project, submit all claims for federal aid participation to the Federal Highway Administration in the normal manner, compile accurate cost accounting records and, when the actual total cost of the project has been computed, furnish City with an itemized statement of said costs.

#### CITY OBLIGATIONS

1. City shall not undertake any phase of the project prior to receiving written authorization from State. All work and records of such work shall be in conformance to Federal statutes, regulations and the Oregon Action Plan.

2. City shall, at its own initial cost and upon request by State, relocate or extend those City-owned utility facilities described in Paragraph 8 under STATE OBLIGATIONS, subject to reimbursement as therein provided. City shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as Regulations), which are herein incorporated by reference and made a part of this agreement. Civil Rights Assurances must be included in all utility relocation contracts where Federal funds are involved and the City does not perform the relocation work with its own forces. This would usually occur when the City enters into a contract or agreement with a contractor to perform all or a portion of the work.

3. City shall, upon request by State and without cost to State, relocate or cause to be relocated, all City-owned utility conduits, lines, poles, mains, pipes and other such facilities not located within a public right-of-way, upon City-owned property, or on private property under City easement, where such relocation is necessary to conform said facilities to the plans for the project.

4. City shall, without cost to the State, relocate or cause to be relocated all city-owned utility conduits, lines, poles, mains, pipes and other such facilities located within or upon the right-of-way of a state highway under a permit issued by Oregon Transportation Commission upon condition that the permittee will bear the cost of any relocation.

5. City shall, upon request by State and without cost to State, relocate or cause to be relocated all privately-owned utility conduits, lines, poles, mains, pipes and other such facilities located within the limits of City on public streets or ways where such relocation is necessary to conform said utilities or facilities to the plans for the project. To this end City shall exercise all its municipal powers, including the legislative power, to require relocation of such utilities or facilities. 6. After State has requested City to move any of the above-mentioned City-owned utilities or facilities, City shall notify the engineer prior to commencing the relocation work on such utilities or facilities so that the relocation work can be properly coordinated with the other work of the project.

7. City shall allow state engineers and/or inspectors to inspect any relocation of utility conduits, lines, poles, mains, pipes, and other such facilities, as described in Paragraphs 3 and 4 in order to determine whether said utilities or facilities have been relocated in accordance with the plans for the project.

8. City shall, upon execution of this agreement, assign a liaison engineer to assure that construction of the project is in conformance with City requirements. The liaison engineer shall act as coordinator between State and the various interested City Bureaus and Departments during construction of the project.

9. City shall, prior to proceeding with the construction phase of the project, forward to State an advance deposit or irrevocable letter of credit in the amount of 100 percent of the difference between the <u>estimated</u> total cost of such work and the amount anticipated to be contributed by the Federal Highway Administration and State. When the <u>actual</u> total cost of the project has been computed, an adjustment will be made in the City matching share of costs.

10. City shall present properly certified bills for 100 percent of actual costs incurred by City directly to the State Resident Engineer for review and approval. Said bills shall be in a form acceptable to State and documented in such a manner as to be easily verified. Billings shall be for periods of not less than one month duration, based on actual expenses to date.

11. City hereby consents to the closure of S.E. 71st Avenue at the southerly right-of-way boundary of the Mt. Hood Highway (Powell Blvd.).

12. City shall, upon completion of construction, assume at its sole expense all jurisdiction, maintenance and control of those street connections and off-street parking areas, referred to in paragraph 5 under STATE OBLI-GATIONS, with all State's right, title and interest passing to City.

13. Upon completion of the project, City shall not permit any encroachment upon the project right-of-way which will cause more than a temporary obstruction to the free and convenient flow of traffic over the project; and City shall not impose any regulations of traffic which shall unduly hinder the flow of traffic upon the project by granting preference to traffic entering from other intersecting roads or streets.

14. City shall, upon completion of construction, control all parking on the project. In compliance with various rules, regulations and policies pertaining to the Federal Aid Highway System, City shall obtain from State prior approval for any future changes, including traffic-control measures, that may affect the operation of that portion of the Federal Aid Highway System covered by this agreement.

3

15. City shall, upon completion of the project, at its sole expense, furnish the necessary irrigation water and perform all required maintenance of landscaped areas, including any planted median strips.

16. City shall, in the first instance, perform all necessary maintenance operations associated with the signal equipment and pay all costs of electrical energy consumed in operation of the equipment. The costs of maintenance and power shall be shared by State and City as negotiated on an annual basis.

17. City agrees that should it cancel or terminate the project prior to its completion, it will reimburse State for any costs that have been incurred by State in behalf of the project.

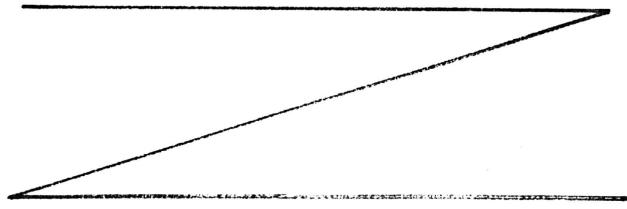
18. City shall adopt an ordinance authorizing its City Officials to enter into this agreement and the same shall be attached hereto and become a part hereof.

#### GENERAL PROVISIONS

1. The parties hereto mutually agree and understand that State and City shall contribute 100 percent of the difference between the actual total cost of the project and the amount contributed by the Federal Highway Administration, with State funds limited to approximately \$2.9 million.

2. The parties hereto agree and understand that they will comply with all applicable Federal and State statutes and regulations, including, but not limited to: Title 6 U.S.C., Civil Rights Act; Title 18, U.S.C., Anti-Kickback Act; Title 23, U.S.C., Federal Aid Highway Act; and Titles 2 and 3 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

3. Signing, lighting or traffic protection devices that are necessary to protect the motoring public will be included as a part of the project with costs of maintenance and power to be shared by State and City in accordance with the "Policy Statement for Cooperative Traffic Control Projects" approved by the Oregon State Highway Commission and the League of Oregon Cities bearing the date of September 8, 1971.



4. Provisions of state and federal law applicable to public contracts and agreements of this type are hereby incorporated by reference as if fully set forth herein. 5. State and City mutually agree and understand that jurisdictional responsibilities will not be altered by reason of this agreement.

IN WITNESS WHEREOF, the	parties hereto ha	we set their hands and affixed
their seals as of the day and	l year hereinafter	written. City has acted in
this matter pursuant to Ordin	nance No.	, adopted by its City
Council on the	day of	, 19 .

The Oregon Transportation Commission, by a duly adopted delegation order, authorized its Chairman or Vice Chairman to act in its behalf in approving this agreement. Approval was given for this agreement on by \_\_\_\_\_\_, which approval is set forth in the Minutes of the Oregon Transportation Commission. The delegation order also authorizes the State Highway Engineer to execute the agreement for and on behalf of the Commission.

APPROVAL RECOMMENDED

Region Engineer

APPROVED AS TO FORM

City Attorney

STATE OF OREGON, by and through its Department of Transportation, Highway Division

State Highway Engineer

CITY OF PORTLAND, by and through its designated City Officials

By \_\_\_\_\_ Mayor

By

Commissioner of Public Works



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T. Wilson Augur

Department of Transportation METROPOLITAN BRANCH

5821 N.E. GLISAN, PORTLAND, OREGON 97213 April 17, 1980

> In Reply Refer to File No.

11 RB10-16

29-1998 (310)

BUREAU OF TRAFFIC ENGINEERING 420 Southwest Main Portland, OR 97204 Attention: Mike Bauer

Subject: Powell Boulevard Phase 2 Signal and Illumination Design

City/State agreement No. 6128 provides \$8,568 for use by the Bureau of Traffic Engineering in design of the signal system for Powell Boulevard from S.E. 50th to S.E. 92nd avenues. I have attached a copy of the 1"=50' detail map of the project for your use. I have also attached a copy of the aforementioned agreement.

You are hereby authorized to proceed with the traffic signal design work. Please include and coordinate the design of the illumination system with your work. The agreement allows \$4,610 for design and coordination by the Street Lighting Division.

I will need a work program and schedule from you as soon as possible so that I may coordinate the projects' design work.

Questions regarding the roadway design may be directed to Duane O. Christensen, Final Design Engineer, phone 378-6558. If you elect to correspond directly with our Final Design Section, please be sure to send me a copy of that correspondence.

If there are any questions, please call.

maken D. Crouch

STEPHEN D. CROUCH Senior Project Coordinating Engineer

Donald Adams cc: Max Klotz Jim McClure Gary Kennen

Duane Christensen Dave Hill Dave Vargas Chuck O'Donnell

RECEIVED TRACENC ENGINEERING

Attachments



4

## Department of Transportation HIGHWAY DIVISION

TRANSPORTATION BUILDING, SALEM, OREGON 97310

Approved: Hunter & Versteeg MCH:pf 8/27/79 In Reply Refer to File No.:

Misc. Contracts & Agreements No. 6128

City of Portland City Hall 1220 S.W. 5th Avenue Portland, Oregon 97204

Gentlemen:

The Oregon State Highway Division (State) and the City of Portland (City) entered into a Preliminary Engineering Agreement, dated August 8, 1977, for the development of a project known as the S.E. 50th Avenue - S.E. 92nd Avenue Section of the Mt. Hood Highway (Powell Boulevard).

State and City have now determined that the aforementioned agreement, although remaining in full force and effect, be supplemented to provide fair and equitable reimbursement for engineering services to be provided by City. Any further reference to said agreement shall include the provisions outlined below.

Attached hereto, marked Exhibit A, and by this reference made a part hereof, is an outline of the proposed City work program.

All approved billings submitted by City for work covered by this supplemental agreement shall be paid promptly by State; however, the total amount of all payments for said work shall not exceed the sum of \$41,000.

City shall present bills, for services provided, to the project coordinator on a monthly basis. In no event shall the total amount for all work performed under the terms of this supplemental agreement exceed the sum of \$41,000.

The parties hereto mutually agree and understand that the Preliminary Engineering Agreement of August 8, 1977 shall remain in full force and effect, and apply with like force and effect to this supplemental agreement wherever applicable. City of Portland August 14, 1979 Page 2

If this arrangement is acceptable to the City Council, please adopt an ordinance authorizing the designated officials to enter into and execute the agreement on behalf of the City.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written. City has acted in this matter pursuant to Ordinance No.  $\underline{148506}$ , adopted by its City Council on the  $\underline{2674}$  day of  $\underline{506}$ , 1979.

The Oregon Transportation Commission, by a duly adopted delegation order, authorized its Chairman or Vice Chairman to act in its behalf in approving this agreement. Approval was given for this agreement on 10 - 24 - 79 by 44 - 79 by 44 - 79 by 44 - 79 by 44 - 79 by 10 - 24 - 79 by 10 -

APPROVAL RECOMMENDED

*Isi* Metropolitan Administrator

APPROVED AS TO FORM

City Attorney

STATE OF OREGON, by and through its Department of Transportation, Highway Division

15/ L.W. State Highway Engineer

CITY OF PORTLAND, by and through its City Officials

By 15/ -Mayor

By <u>151</u> Commissioner of Public Works

### MODIFIED CITY WORK PROGRAM

• • •	X	Estimated Cost
Review Storm Drainage Plans for Conformance to City Requirements	\$	300
Review and Coordinate Lanscape Design by Park Bureau		1,300
Review by Bureau of Planning to Consider Design Elements		4,400
Review and Design Work by Bureau of Traffic Engineering		8,568
Preliminary Engineering Review Location of Existing Facilities, and Plan checks by Water Bureau	ι	21,473.60
Design and Coordinate Street Lighting	, ·	4,610
Perform Liaison Work Between Street and Structural Engineering Section and ODOT		348.40
	\$	41,000

EXHIBIT A

March 21, 1980

#### MEMORANDUM

TO: Chuck Lobaugh, Resident Engineer Oregon State Highway Division

FROM: Don Burdette

SUBJECT: Powell Blvd., Phase I

Attended a meeting with Gordon Gregersen of Tice Electric Co. and Gordon Dale of signals and control systems on March 19, 1980.

In reviewing interconnect wiring requirements, it was determined an additional two conductors are needed to provide an isolated 120 volt circuit. This defficiency should probably be considered unavoidable due to unknown system requirements during interconnect system design. URB10-16

This 2 wiee circuit is required from the master at 33rd Avenue west to 7th Avenue and east to 52nd Avenue. It appears that the least expensive way to remedy this would be to add two No. 12 TW in the existing conduit at the below listed locations, which would be used to feed island lights and, therefore, free the existing 5 conductor cable for exclusive system control.

- GFFrom pullbox at S. E. 9th Avenue (splice to island light circuit at S. E. 10th Avenue) to controller at Milwaukie Avenue.
- From island light circuit at S. E. 24th Avenue to controller at S. E. 26th Avenue and to island light circuit at S. E. 28th Avenue.
- From island light circuit at S. E. 31st Avenue to controller at S. E. 33rd Avenue and to island light circuit approximately midway between S. E. 34th and S. E. 35th Avenues.
- From island light circuit at S. E. 36th Place to controller at S. E. 39th Avenue.

5. From island light circuit at S. E. 45th Avenue to controller at S. E. 47th Avenue

DB:jjp

URB10-16.5

## INTER-DFFICE CORRESPONDEN

(NOT FOR MAILING)

June 3, 1980

То

Bill Stark, District Traffic Engineer

#### Addressed to

Subject

Pavement Markings - Powell Blvd.

Artini, Operations

It has been City and State policy that on <u>State</u> highways the State maintains the following:

- Lane lines
- 2. Center lines
- 3. Median Definitive
- Legends
- 5. Arrows

<u>City</u> crews mark and maintain <u>all</u> crosswalk markings and Stop bars, regardless of road jurisdiction.

With regard to the Powell I project, <u>parallel</u> crosswalks should be marked at all locations that are fully signalized; i.e., Powell at Milwaukie, 21st, 26th, 33rd, 39th, 42nd-43rd, 50th.

Ladder type crosswalks shall be marked on S. E. Powell at S. E. 13th Pl., 24th, 28th Pl., 31st, 34th, 36th, 45th, 47th. These locations contain a center concrete raised island.

All intersecting streets with the exception of the signalized intersections shall have Stop bars.

MJM:jjp

cc: Chuck Lobaugh, OSHD

= J.P - Please Place copies in URB10-16 agrint. PM Dick These are revised payes for the Powell Report. Revisión is addition of last sentence in recommend. ationis Stare Riddelf

Phase II was developed with participation by City bureaus, neighborhood businesses, and residents. Three alternatives were developed for serious consideration.

Alternative 2, which used a variable width right-of-way, either ninety feet or one hundred and sixty feet wide, was adopted by Resolution No. 32360, passed by Council February 8, 1979. This alternative provides for sound berms, parking, retaining some existing businesses on the south side and some commercial redevelopment.

#### Project Funding

1

Alternative 2 was estimated to cost \$14,500,000 in May 1979. Subsequently, minor realignment of the roadway to allow for a very fragile water main on the north side and some other utility relocation work has resulted in an adjusted estimate of \$15,064,000. Construction is planned to begin in June 1982.

The current estimated rate of inflation in the construction cost index is sixteen percent per year or approximately thirty-three percent for two years. This would result in a June 1982 cost of approximately \$20,085,000 for Phase II improvements. The total cost for the Powell projects (Phase I & II) is estimated to be approximately \$25,800,000. A total of \$4,031,000 in local match is estimated to be needed, which is \$1.1 million over the State Highway bond funds available for the project.

The ODOT has indicated that State Highway Funds are not available to pay the additional local match for this project, and therefore, has requested the City to provide the additional funding.

#### Alternatives

- Don't build Phase II. Council previously considered the No Build option and concluded that implementation of Phase II improvements is important and necessary.
- (2) Reduce the scope of work. Changing the project at this point would set the implementation schedule back significantly, since the environmental impact statement would have to be revised, the engineering redone, and the land acquisition schedule revised. While this was being accomplished, project costs would continue to suffer from inflation, with a likely end result of no net economic gain.
- (3) Provide sufficient additional local match funding to implement Phase II improvements as planned.

#### Recomendation

City staff recommends passage of the enclosed Ordinance and inclusion of the estimated additional local match needed, currently estimated to be approximately \$1.1 million, in the 1981-82 FY budget of the Bureau of Street and Structural Engineering. In the event that actual costs exceed current estimates, the City's share may exceed \$1.1 million. John M. Lang, P.E. Public Works Administrator

Frank Frost Bureau of Planning

Don Bergstrom

City Traffic Engineer

TO THE COUNCIL:

Your Commissioner of Public Works concurs with the joint report of the Public Works Administrator, Bureau of planning and Bureau of Traffic Engineering, and

RECOMMENDS,

That an Ordinance authorizing execution of the Powell Boulevard from 50th to 92nd Avenue Construction/Finance agreement be passed by Council and funds for the estimated additional local match needed, currently estimated to be approximately \$1.1 million, be included in the 1981-82 FY budget of the Bureau of Street and Structural Engineering. In the event that actual costs exceed current estimates, the City's share may exceed \$1.1 million.

Respectfully submitted,

Mike Lindberg Commissioner of Public Works