

AGREEMENT FOR THE DESIGN AND CONSTRUCTION
OF LIGHT RAIL TRANSIT IMPROVEMENTS WITHIN
THE DOWNTOWN LRT LOCAL IMPROVEMENT DISTRICT

This Agreement made this ____ day of _____, 1983 by and between the City of Portland (hereinafter referred to as the "City") and the Tri-County Metropolitan Transportation District of Oregon (hereinafter referred to as "Tri-Met").

I. RECITALS:

1. Tri-Met plans to construct a portion of the Banfield Light Rail Project ("Downtown Light Rail Project") within downtown Portland between the Steel Bridge and S.W. Eleventh Avenue along portions of S.W. First Avenue, S.W. Morrison Street and S.W. Yamhill Street; such construction to be carried out in accordance with the "Design Services Agreement" dated August 4, 1982 and subject to the issuance by the City of permits to construct.

2. Tri-Met, the City and Downtown Business Community desire that there be sidewalk and street improvements on S.W. Yamhill and S.W. Morrison Streets between S.W. First and Eleventh Avenues in addition to those initially budgeted for the Downtown Light Rail Project ("Additional Improvements").

3. Tri-Met consultants have completed preliminary design studies and cost estimates of the Additional Improvements and found that they will cost approximately \$5.5 million above the initially estimated cost and budgeted funds for the Downtown Light Rail Project.

4. Owners of 25 private properties on S.W. Yamhill and Morrison Streets have petitioned the City Council to establish a Local Improvement District ("LID") which will assess property owners within the LID a maximum of \$1.5 million to assist in funding the Additional Improvements.

5. The federal government has committed \$4.0 million in additional UMTA Section 3 funds for the Additional Improvements.

6. Tri-Met and the City have found that the Additional Improvements can be constructed the most cost effectively in conjunction with the Downtown Light Rail Project.

7. The City and Tri-Met wish to agree to terms and conditions for the transferring of LID funds from the City to Tri-Met for the construction of the Additional Improvements by Tri-Met as part of the Downtown Light Rail Project.

II. AGREEMENTS:

1. LID Project. The "LID Project" shall be defined as all Downtown Light Rail Project right-of-way improvements on S.W. Yamhill and S.W. Morrison Streets, between S.W. First and S.W. Eleventh Avenues, and improvements on S.W. First Avenue between S.W. Yamhill and S.W. Morrison Streets (except within the Yamhill Historic District) which shall be undertaken in substantial accordance with the outline specifications set forth in Exhibit B and the preliminary surface plans contained in Exhibit C.

2. Tri-Met Services. Tri-Met shall be responsible for the following:

a. A/E Services. Tri-Met shall provide design and cost estimating services and prepare construction contract documents under existing agreements with its A/E consultants.

b. Contract Administration. Tri-Met shall provide staff and consultants to administer contracts for design and construction of the LID Project as part of the Downtown Light Rail Project.

c. Project Coordinator Services. Tri-Met shall provide the services of a Project Coordinator for the Downtown Light Rail

Project to work with property owners within the LID during construction and to oversee the LID project.

d. Construction. Tri-Met shall be responsible for competitively bidding and awarding a Construction Contract or Contracts to a General Contractor or Contractors for the construction of the LID Project.

e. Funding. Tri-Met shall be principally responsible for finalizing commitments for local and federal funds necessary to undertake the LID Project; shall prepare and submit any federal grant applications; and accept and administer such federal grant funds upon final approval by the federal government.

3. City Services. The City will be responsible for the following:

a. Establish/Administer LID. The City shall be responsible for establishing the LID in accordance with State law and City Code and Charter requirements. Following establishment of the LID, the City shall provide Bancroft bonding to property owners within the LID and otherwise administer the LID process in accordance with its standard procedures.

b. Pay Tri-Met Net LID Proceeds. After establishment of the LID and completion of all bonding procedures, the City will pay Tri-Met the proceeds of the LID, less administrative costs incurred by the City and shall make payment to Tri-Met in accordance with Articles II.,4., and II.,5. of this Agreement.

c. Appoint LID Review Board. Within 30 days of approval of this Agreement, the Mayor shall appoint, with City Council concurrence, a five (5) member "LID Review Board" consisting of property owners within the LID Project area. The LID Review Board shall exercise the authority outlined in Article II.,6. of this Agreement.

d. Support Tri-Met Funding Request. The City shall provide necessary support at the local, regional and federal levels for Tri-Met efforts to secure the additional \$4.0 million in UMTA Section 3 funds.

e. Expedite Reviews. The City shall take actions necessary to expedite the reviews and approval of the LID Project improvements in accordance with the Design Services Agreement and this Agreement.

4. Compensation. Compensation to Tri-Met shall be in accordance with the following:

a. The parties hereby agree that the "LID Share" of Actual Project Costs shall be fixed at 6.75 percent of the Actual Project Costs and that this percentage will be used in all subsequent calculations of the LID Share. The LID Share is calculated based on the percentage represented by the relationship between \$1,460,000 (LID proceeds of \$1,500,000 less \$40,000 administrative costs), and the estimated cost of construction, A/E fees, contract administration and construction contingencies in accordance with cost estimate contained in Exhibit A. If there is a change in the scope of the general construction work from that which was anticipated when the cost estimate contained in Exhibit A was prepared, then the LID share shall be adjusted accordingly subject to written approval of Tri-Met and the City.

b. "Actual Project Costs" are defined as the cost of general construction, A/E fees, and contract administration within the Downtown Light Rail Project, exclusive of the cost of artwork.

c. The final amount of the LID and the maximum amount of compensation to Tri-Met shall be the lesser of:

(1) \$1,500,000 less LID administrative and bonding costs,
or;

(2) 6.75 percent of Actual Project Cost at Final Completion of the Downtown Light Rail Project, plus 100% of the cost of artwork, less LID administrative and bonding costs.

d. LID Administrative and Bonding costs shall be the City's actual cost for administering the LID and selling Bancroft Bonds and shall not exceed \$40,000.

e. The City's liability to Tri-Met under this Agreement shall be limited to the compensation required to be paid by the City from LID funds as set out in this section.

5. Payment Schedule.

a. Following receipt by the City of proceeds from bond sales for the financing of the LID portion of the Project, the City, at its option, shall pay Tri-Met either:

(1) a lump sum payment of \$1.5 million less LID administrative and bonding costs within 30 days of receiving Tri-Met's first monthly invoice; or

(2) within 30 days of receiving Tri-Met's monthly invoices an amount equal to 6.75 percent of the Actual Project Costs incurred to the end of the previous month provided that total payments do not exceed the maximum amount of compensation set forth in Article II.,4.,c.

b. Final payment shall be made in full within 30 days of receipt of Tri-Met's invoice after final completion of the project in accordance with Article II.,7. of this Agreement.

6. Review and Approval. The LID Review Board and City Engineer shall have the authority to review changes in construction work effecting surface features of the LID Project. Such reviews and approvals shall be accomplished under the terms and conditions of the Design Services Agreement and other subsequent Tri-Met and City agreements.

7. Final Completion. Upon receipt of Tri-Met's notice that the Project is complete and ready for final inspection and acceptance, and upon receipt of a final invoice in accordance with Article II.,5. of this Agreement, the City will make inspection, and when the City finds the work acceptable, will make Final Payment to Tri-Met and forward a written letter to Tri-Met accepting the Project.

8. Effective Date of Agreement. This Agreement shall become effective only upon:

a. Final approval of the LID by the City Council evidenced by approval of a Time and Manner Ordinance; and

b. Final execution of the amended Tri-Met/UMTA Full Funding Agreement for the additional UMTA Section 3 funds.

III. GENERAL PROVISIONS:

1. Liability. Tri-Met shall hold harmless and indemnify the City, its officers, agents and employees against any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim arising out of Tri-Met work under this Agreement. Tri-Met shall provide the City with a certificate of insurance as required in the Design Services Agreement.

2. Minority and Female Business Enterprise. In connection with the performance of this Agreement, Tri-Met and the City shall comply with their respective agency policies with regard to the maximum utilization of minority and female business enterprises and will use their best efforts to ensure that minority and female business enterprises shall have maximum

practicable opportunity to compete for subcontract work under this Agreement.

3. Equal Employment Opportunity. In connection with the performance of this Agreement, Tri-Met and the City shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or natural origin. Tri-Met shall take affirmative actions to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, age, or natural origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. Termination. Tri-Met may terminate this Agreement in whole or in part at any time by written notice to the City. In the event of such termination, Tri-Met will repay the City any and all funds paid to Tri-Met in accordance with this Agreement plus a reasonable interest payment for the funds received.

5. Termination by Default. If either party fails to perform in the manner called for in this Agreement, the other party may terminate this Agreement for default. Termination

shall be effected by serving a notice of termination on the other party setting forth the manner in which the Agreement was defaulted.

6. Audit and Inspection of Records. Tri-Met and the City shall permit authorized representatives of each agency to inspect and audit all data and records pertaining to performance under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first herein written.

CITY OF PORTLAND

Approved as to form:

City Attorney

By

Mayor

By

Commissioner of Public Works

TRI-MET

Approved as to form:

Contracts & Legal Services
Section

By

Gerard K. Drummond, President

EXHIBIT A

BUDGET FOR DOWNTOWN LRT PROJECT
WITH AND WITHOUT LID PROJECT

<u>Budget Category</u>	<u>Without LID Project</u>	<u>With LID Project</u>
General Construction*	\$12,711,000	\$16,917,000
A/E Fees (10%)	1,271,000	1,692,000
Contingency (10%)	<u>1,271,000</u>	<u>1,692,000</u>
Sub-total	\$15,253,000	\$20,301,000
Contract Administration (5%)	763,000	1,015,000
Pioneer Square	<u>320,000</u>	<u>320,000</u>
Sub-total (used in computing LID share)	\$16,336,000	\$21,636,000
Artwork	<u>--</u>	<u>160,000</u>
TOTAL	\$16,336,000	\$21,796,000
Difference		\$ 5,460,000

LID Assessment	\$ 1,500,000
LID Administrative & Bonding Costs	<u>(40,000)</u>
NET LID PROCEEDS PAID TO TRI-MET	\$ 1,460,000
LID Share of Total Project Costs	$\frac{1,460,000}{21,636,000} = .0675 = 6.75\%$

*Construction cost estimates are based on Baseline Design cost estimates prepared by Bechtel and its subconsultants dated 11/12/82 which do not include design or construction of pile supported structures at First and on Everett; electrification; track materials; A/E fees for special studies; Tri-Met staff costs; City staff, permit and inspection costs; owner's insurance; ROW costs; ticket vending machines; transit information panels; coordinator compensation; or allowance for inflation or deflection.

JOB NO. 3053-01
TRI-MET BANFIELD LIGHT RAIL PROJECT
LS-4 DOWNTOWN L.I.D.

FEBRUARY 2, 1983

OUTLINE SPECIFICATION

I. PAVING MATERIALS (Refer to Drawing AR 101)

- A. Street: Belgian Blocks
Precast Concrete Warning Strip
Precast Concrete Pavers
Brick
Asphalt
Pour-in-place Concrete

1. The full width between warning strips in the street will be set in Belgian Blocks from the City stock and from the LRT street demolition. Approximately four inches each side of track will be poured-in-place concrete to support stray current insulation.

Belgian Block will stop in each block at the crosswalk and continue again on the opposite side of the intersection.

Outside of the warning strip, the street surface will be asphalt. Exceptions are:

- a. At Transit Mall intersections on 5th and 6th Streets which will remain as existing with center portion being precast concrete pavers.
- b. At other intersections brick between concrete strips. Center portion will be precast concrete pavers.

- B. Sidewalk: Precast Concrete Warning Strip
Precast Concrete Curb
Brick

1. Sidewalks will be paved in two colors of brick in patterns shown.

Colors will be: Light Red (Transit Mall color) and Orange/Amber. Precast concrete warning strip or curb at non-station blocks, will be a warm buff grey.

Sidewalk improvements at cross streets will be City standard concrete.

II. FURNITURE

- A. Benches: New York World's Fair style used at Water Front Park.
- B. Waste Recepticals: Transit Mall unit at L.I.D. and a special designed metal unit at Historical District.

JOB NO. 3053-01
TRI-MET BANFIELD LIGHT RAIL PROJECT
LS-4 DOWNTOWN L.I.D.

FEBRUARY 2, 1983

OUTLINE SPECIFICATION

PAGE 2

- C. Planting Pots: Same as used on Transit Mall, 4 feet and 5 feet diameter.
- D. Drinking Fountains: Simon Benson cast bronze.
- E. News Vendor: Similar to those on Transit Mall; smaller and to handle two publications.
- F. Shelters: Shelters will have a safety glass canopy on a painted steel structure. Each bay will be lighted with two mercury vapor fixtures.
- G. Tree Grates: Round cast-iron 36 inch concentric ring

III. GRAPHICS

Traffic signs will be same as Transit Mall both non-lighted and backlit.

Customer Information signing unique to the LRT will be Tri-Met's system graphics.

IV. LANDSCAPING

Trees will be 3-1/2 inches to 4 inches caliber sizes of the following species:

- . Sunset Maples (Red Maples) typical
- . London Planes between 5th and Broadway
- . Existing trees at Pioneer Courthouse and Library will remain and be supplemented with new.

V. STREET LIGHTING

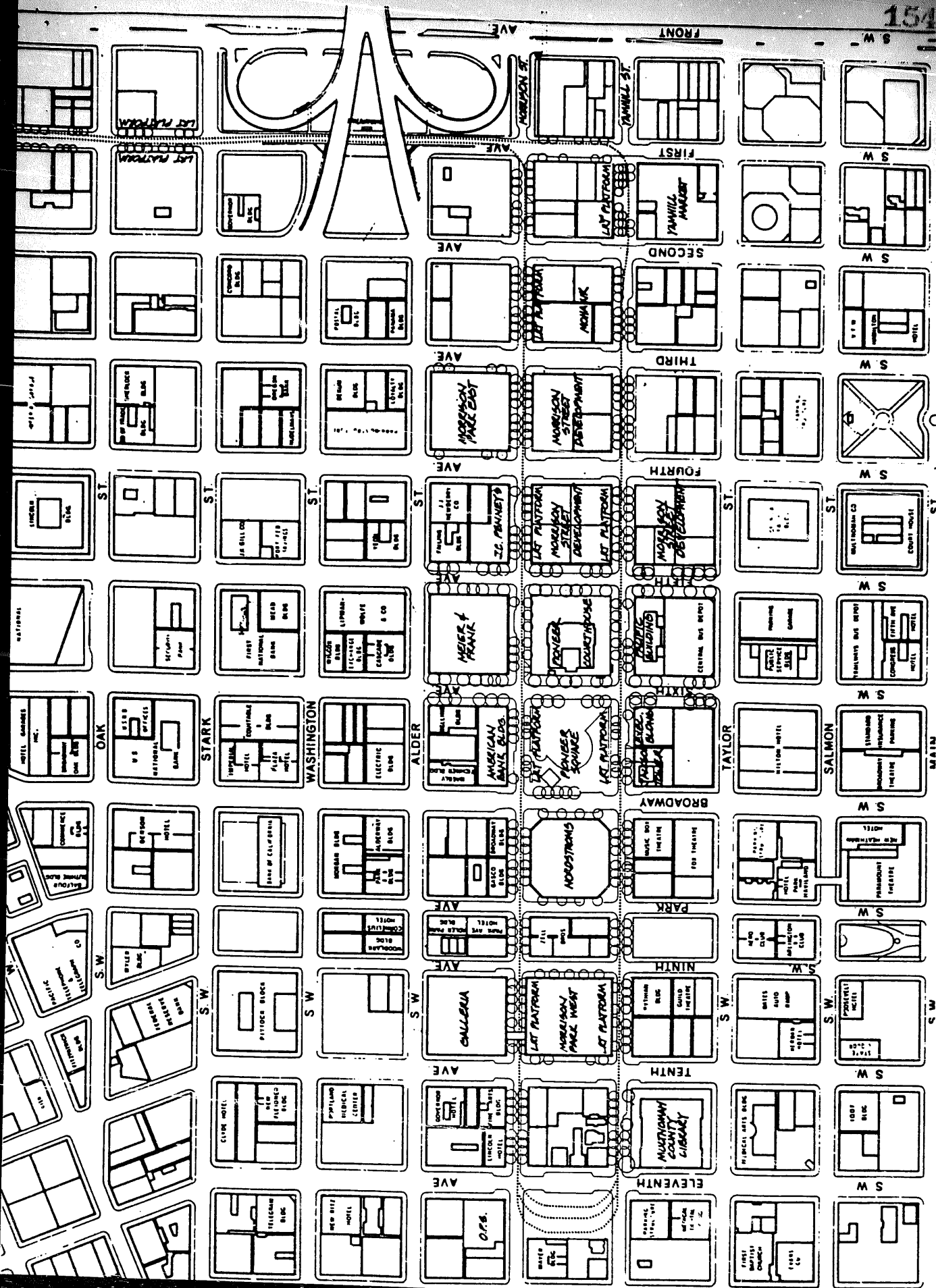
Poles will be dual purpose, LRT electrification strain poles and street light. The steel pole is designed to accept an ornamental cover typical of the downtown twin lamp pole. The lamps will be at standard height with the train electrification pole extending above.

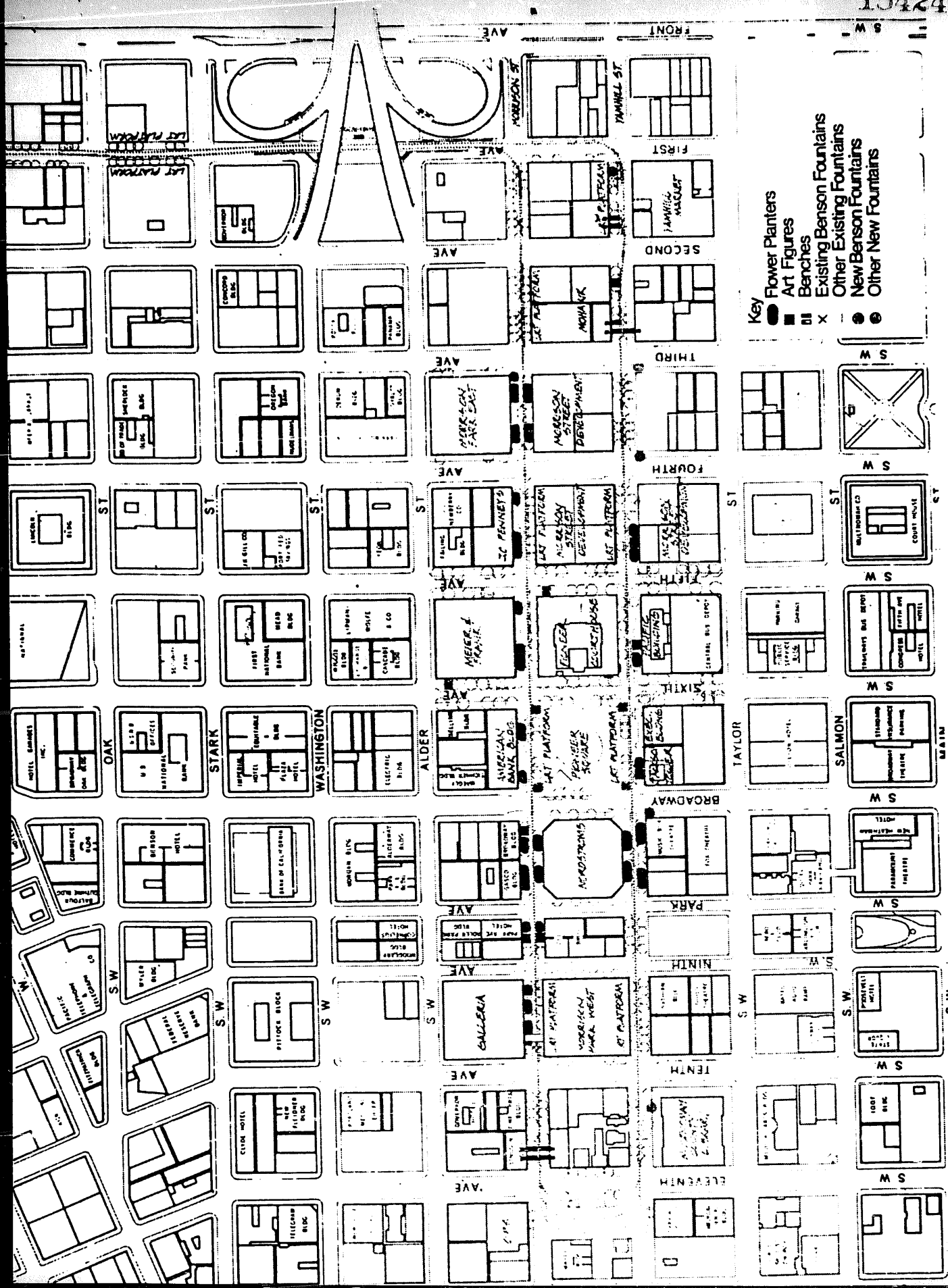
VI. ARTWORK

Appropriate locations will be identified for sculptural works, the art pieces to be selected or commissioned.

VII. Traffic Signals on the LRT route will be similar to those on the Transit Mall. At cross streets City standard will be used.

BJG/pns





FOOTAGE CONFIDENTIAL
DO NOT LEAK FOOTAGE AND
IT'S A POLICE
MATTER

LEAFY GREENS & CRUCIFEROUS

1. **THESE ARE THE**
 2. **QUESTIONS YOU**
 3. **WILL BE ASKED**
 4. **AT THE END OF**
 5. **THE TEST.**

BLACK HISTORY/ACUJ
celebrated during this
month with plans
hosted in Tampa and other

GET HIGH TIME COATS
Personal Security
 Study to Find Out

Use all windows and doors into people's homes.

THE

CONFIDENTIAL

TABLE 17. Continued

WILLIAMSON

PROTON NUMBER 1150

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STATION ELEMENTS

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

BECHTEL

ZIMMER-GUNSUL-FRASCA PARTNERSHIP
Portland, Oregon 97204
Architects, AIA

1001

Math

Abstract

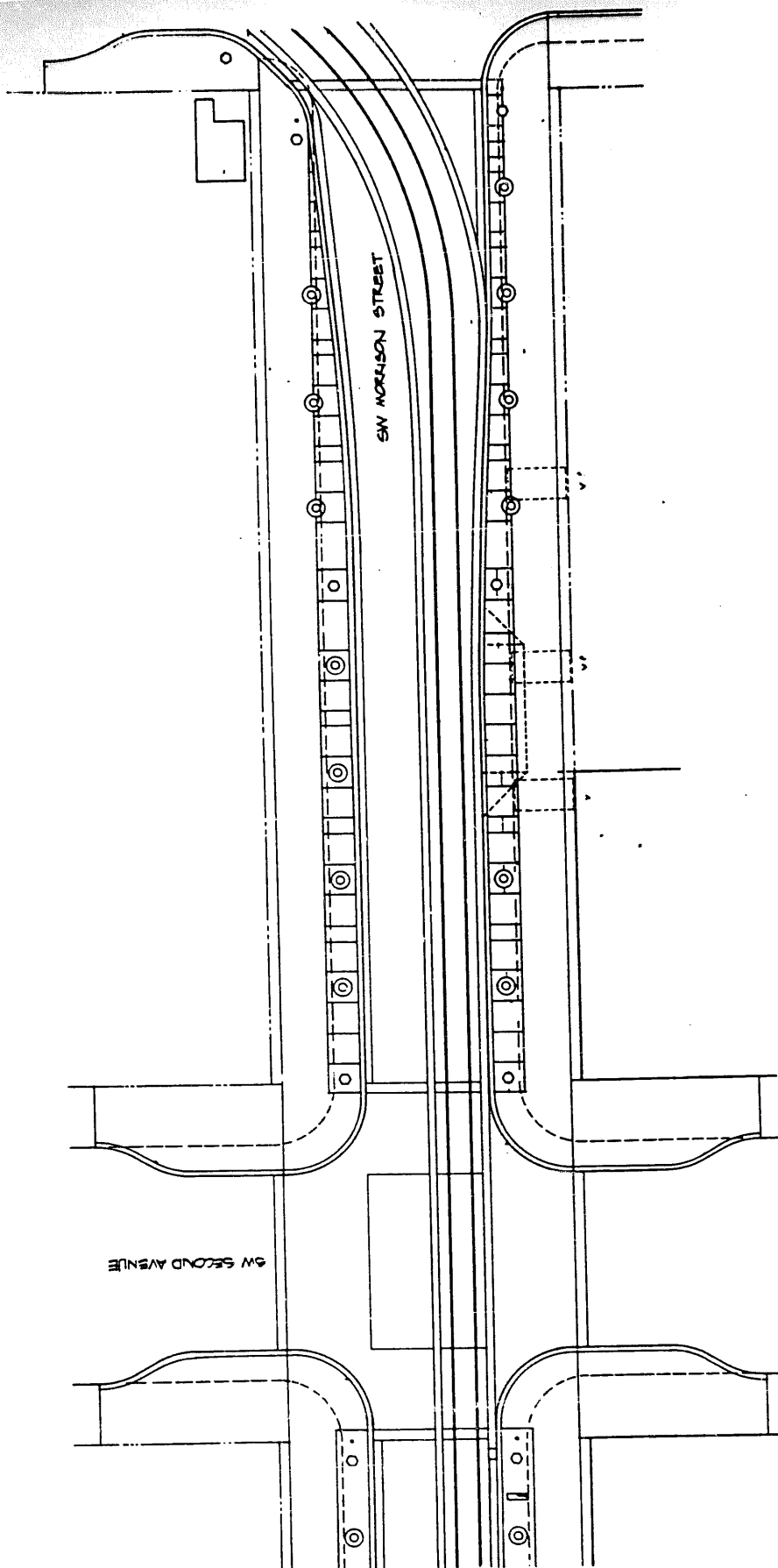
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CLATSOP COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

S.W. MORRISON / S.W. 2ND - S.W. 1ST

BECHTEL

ZIMMER-GUNSUL-FRASCA PARTNERSHIP
Portland, Oregon 97204
Architect, A.I.A.

SCENARIUM PLAN

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SW MORRISON / SW 3RD - SW 2ND
TYPICAL KEY FOR L.I.D. PACKAGE

PLATFORM PLAN

1-10-07 ARJ/1

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

BECHTEL

ZIMMER-GUNSUL-FRASCA PARTNERSHIP
Architects, AIA
Portland, Oregon 97209

2-2-07

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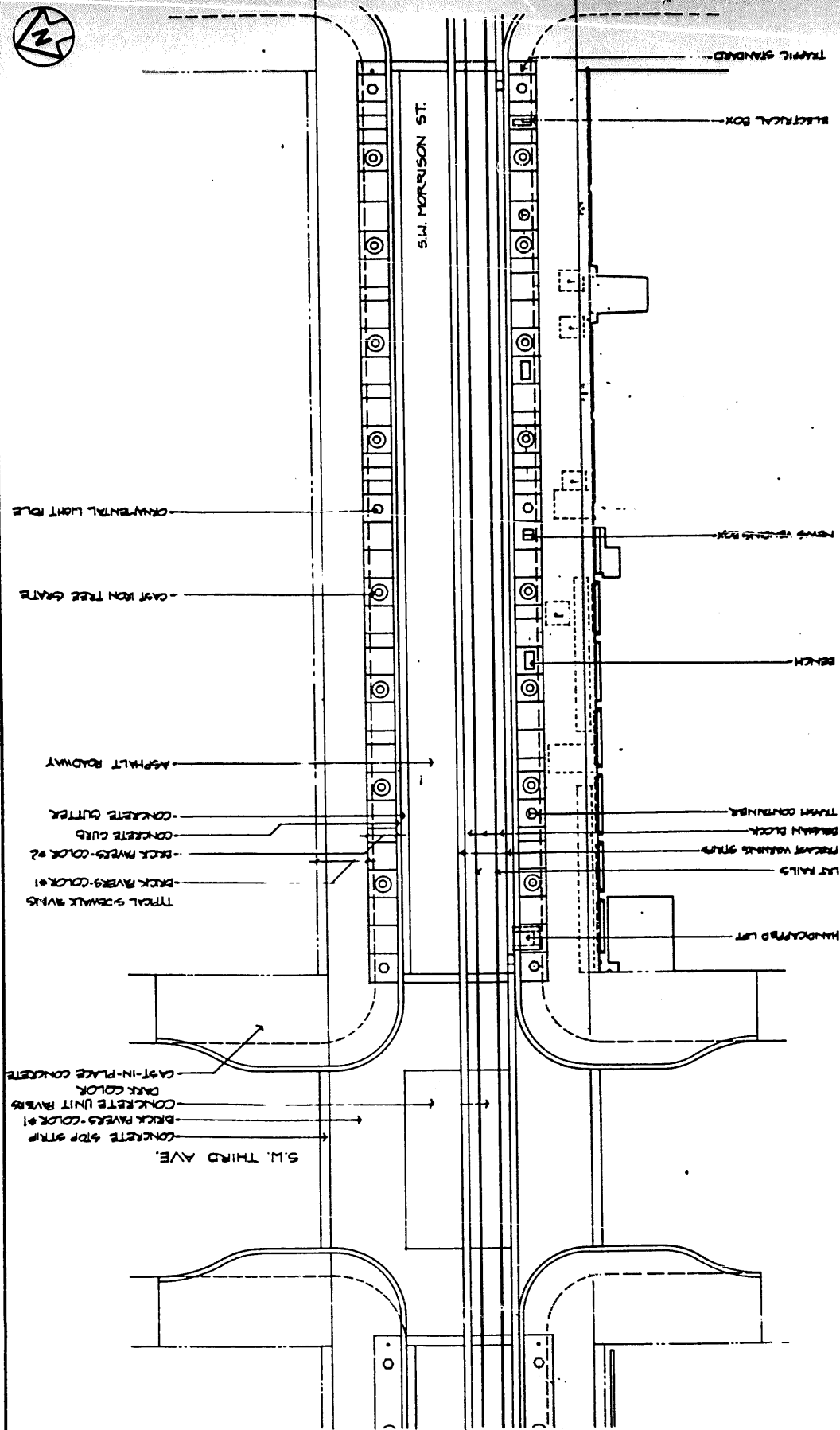
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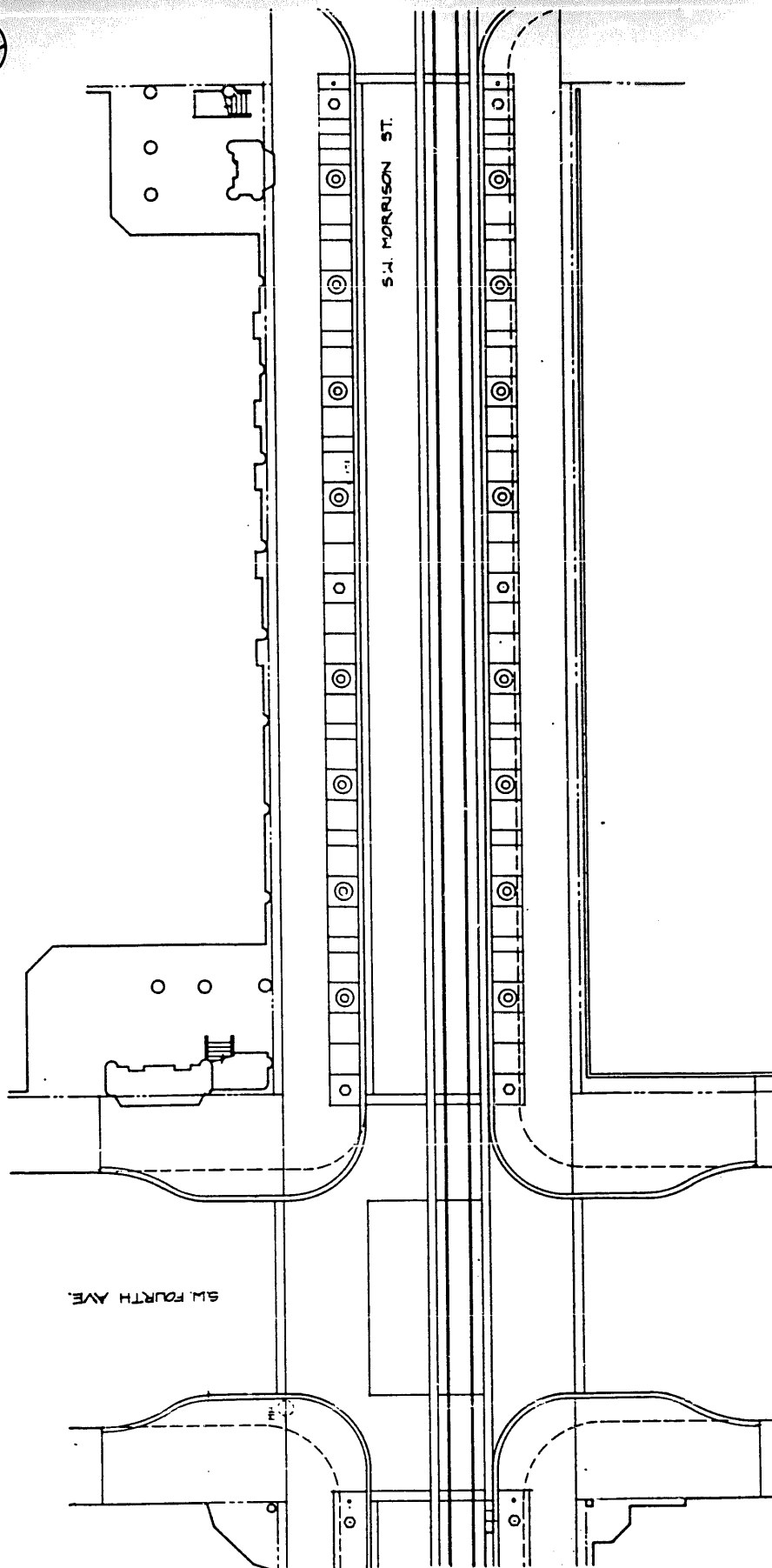
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Q TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

ZIMMER GUNSUL-FRASCA PARTNERSHIP
Portland, Oregon 97204
Amateurs. A.I.A.

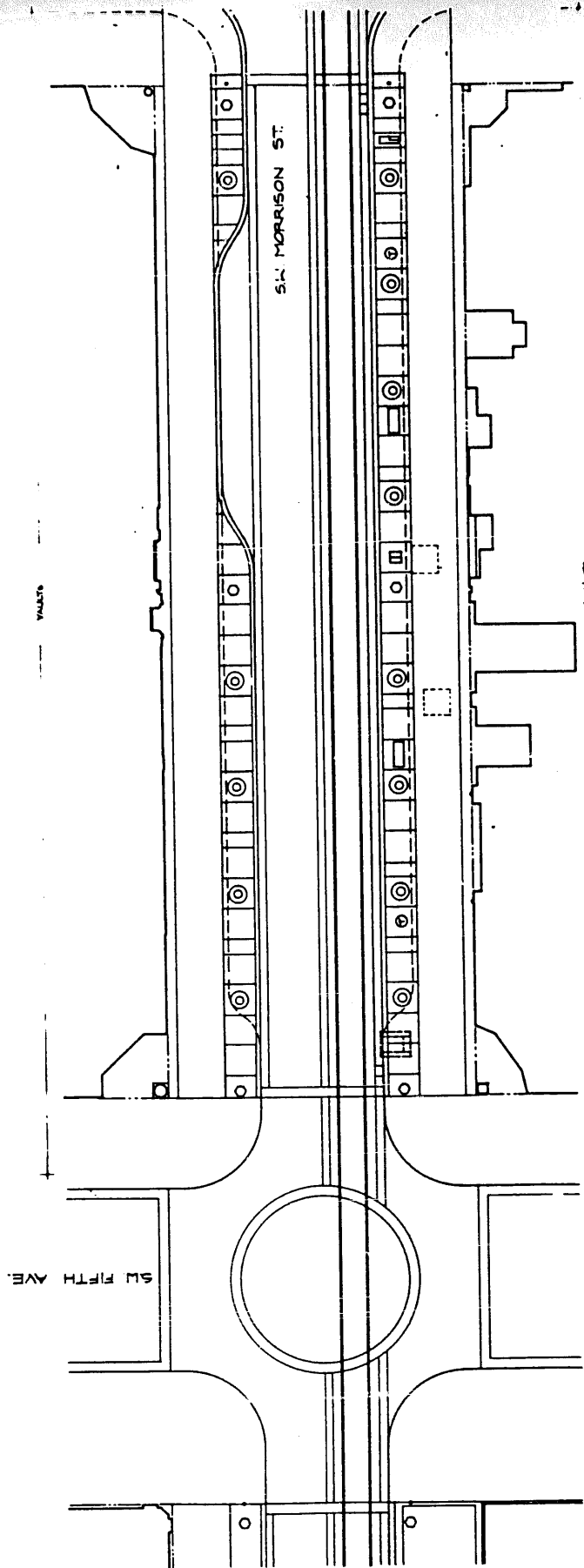
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S.W. MORRISON/S.W. 4TH-S.W. 3RD

6020 WALK PLAN

100-443887-103

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A TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

ZIMMER-GUNSUL-FRASCA PARTNERSHIP
Architects, A.I.A.
Portland, Oregon 97204

BECHTEL

S.W. MORRISON / S.W. 5TH - S.W. 4TH

PLATFORM PLAN

AR 104

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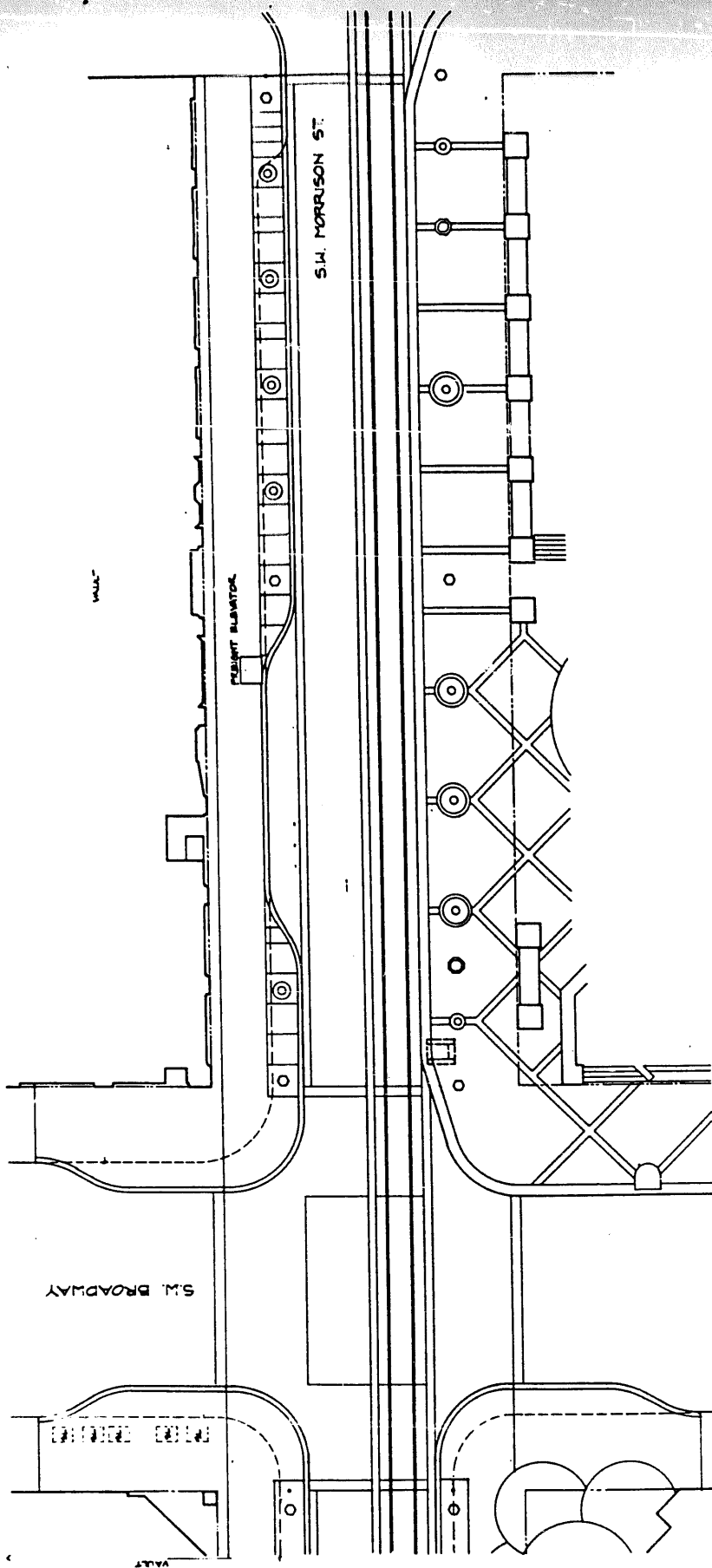
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TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

ZIMMER GUNSUL-FRASCA PARTNERSHIP
Portland, Oregon 97204

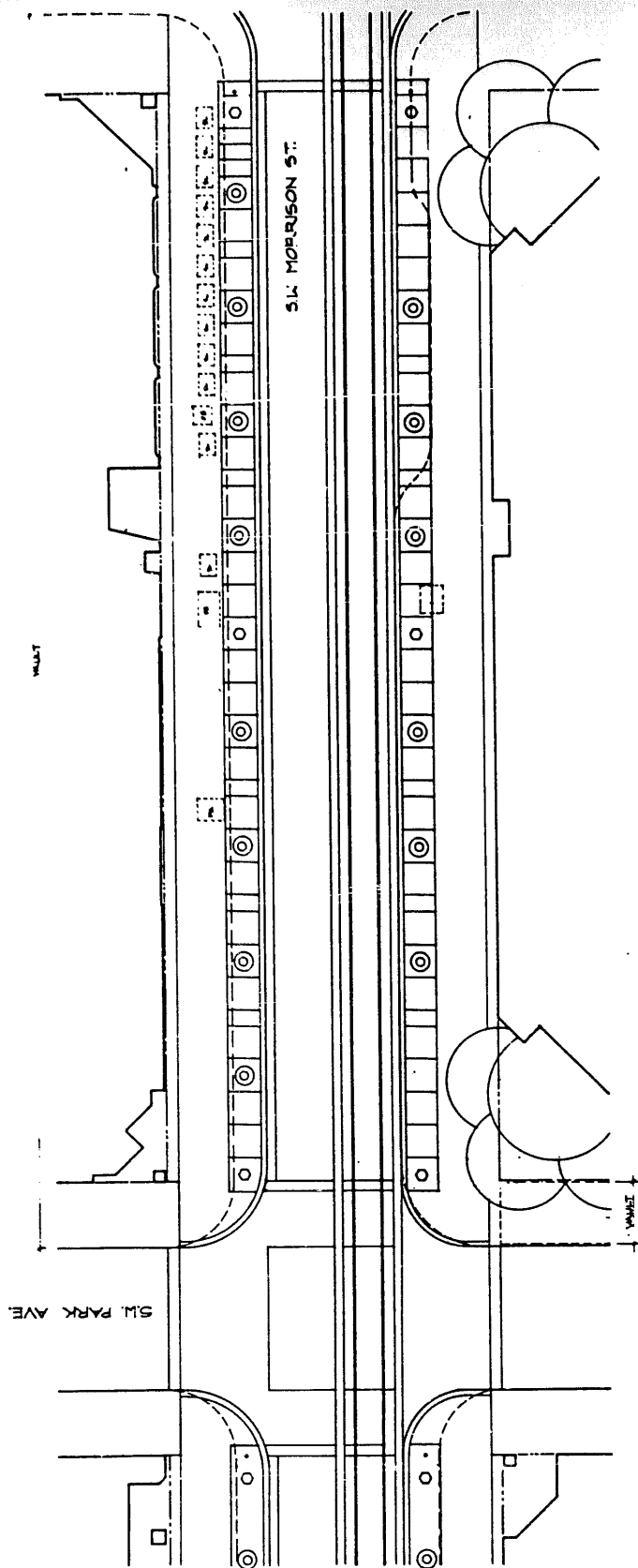
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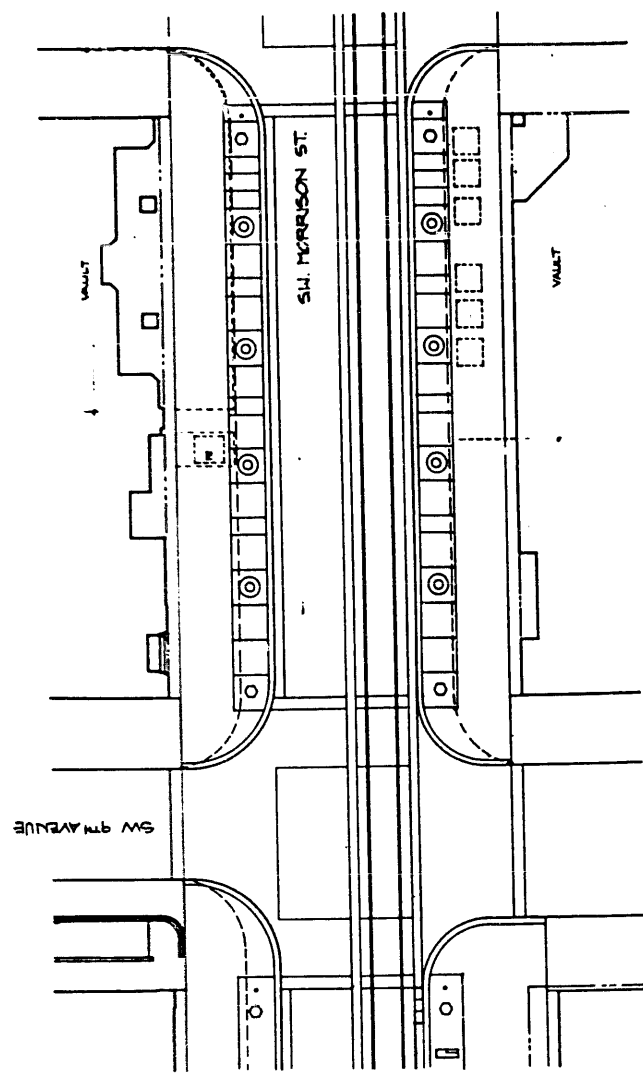
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PLATFORM PLAN

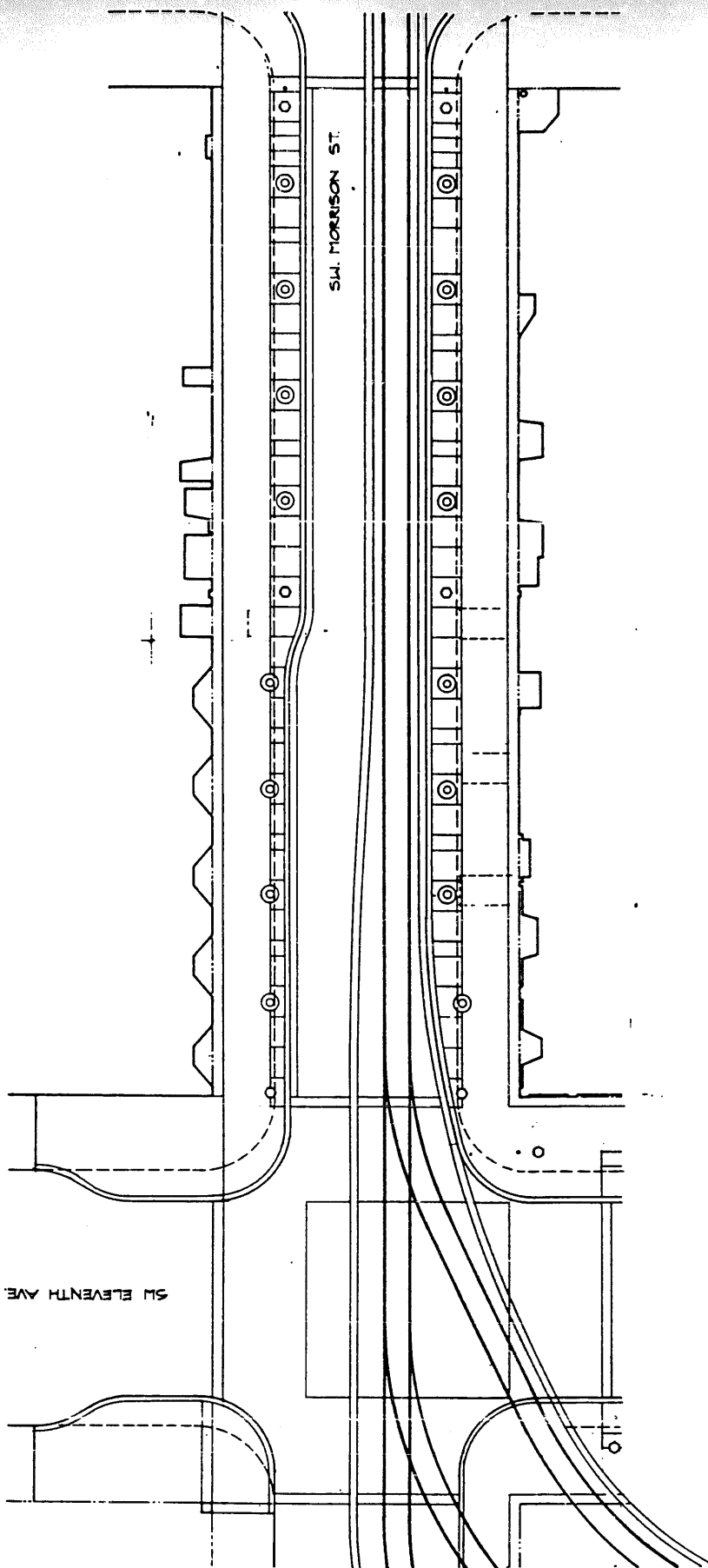
DATE 1-10-84 PROJECT AR107

154249

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		TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON		SW MORRISON / SW 9TH - SW PARK	
ZIMMER-GUNSUL-FRASCA PARTNERSHIP Portland, Oregon 97205 Architects, A.I.A.		BECHTEL		SPENALK PLAN	
DATE: 2-2-83		SCALE: 1"=20'		PROJECT: AR 110	
DESIGNED BY: <i>[Signature]</i>	CHECKED BY: <i>[Signature]</i>	DATE: 2-2-83	DATE: 2-2-83	DATE: 2-2-83	DATE: 2-2-83
PROJECT NO. 154249	DATE: 2-2-83	DATE: 2-2-83	DATE: 2-2-83	DATE: 2-2-83	DATE: 2-2-83

[illegible]SW MORRISON / SW 11TH - SW 10TH

SIDEWALK PLAN

154249



SW ELEVENTH AVE

SW YAMHILL ST

12' TRAIL TO REMAIN

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154249

SW YAMHILL / SW 11TH - SW 10TH

SIDEWALK PLAN

DATE 1-10-04 DRAWN BY ARIC

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

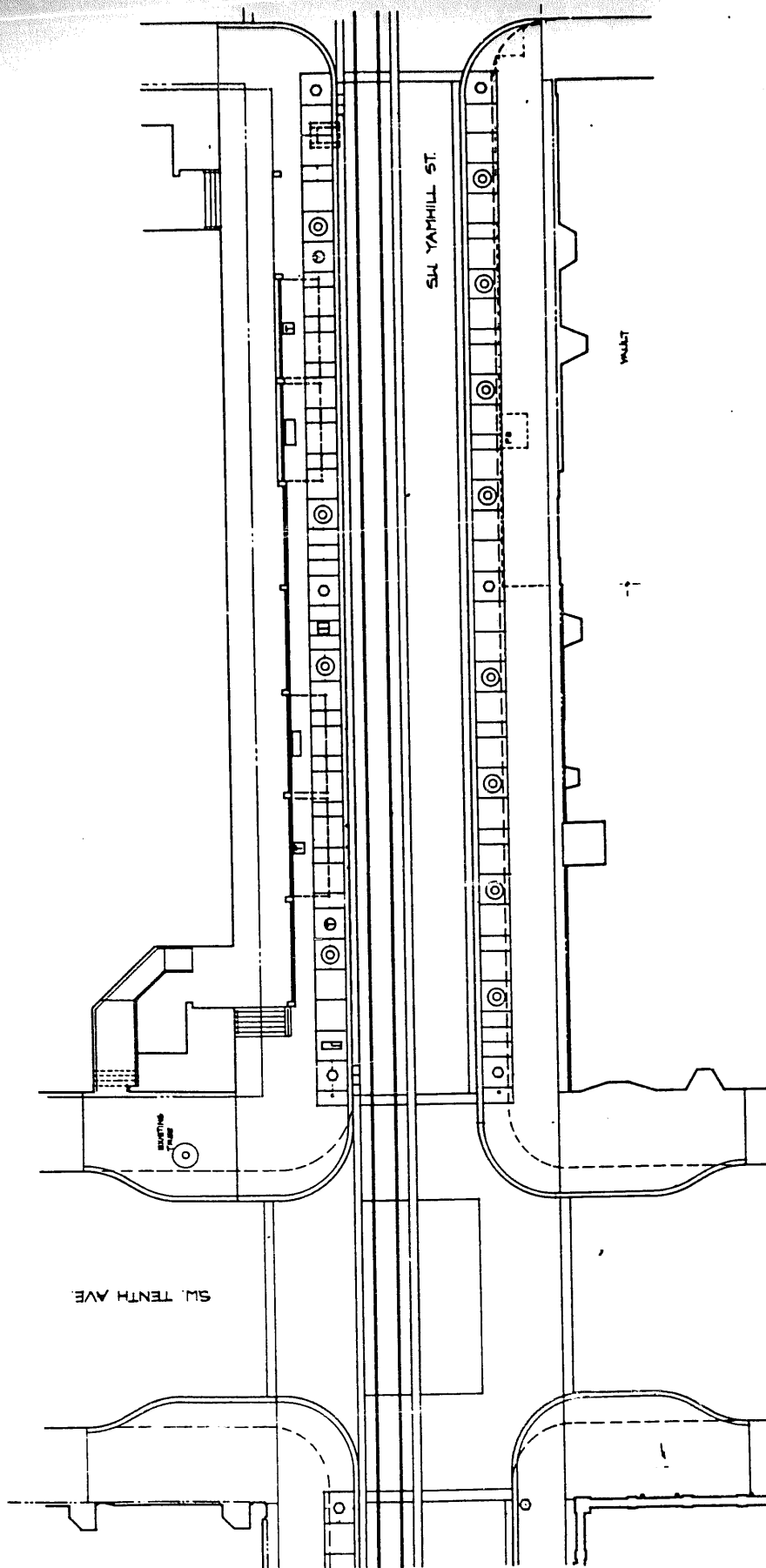
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ZIMMER-GUNSUL-FRASCIA PARTNERSHIP
Portland, Oregon 97204
Architects, A.L.A.

DATE 2-2-05

REVISION	DATE	BY
1	1-10-04	ARIC

DATE	BY	DATE	BY
1-10-04	ARIC	2-2-05	ARIC



TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

SW YAMHILL / SW 10TH - SW 9TH

BECHTEL

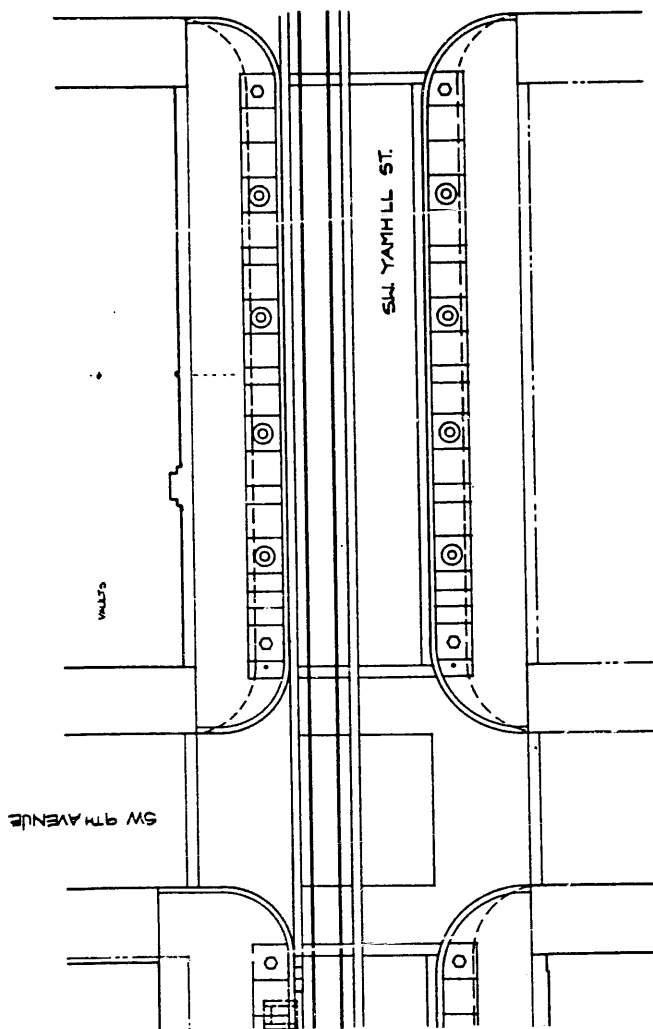
ZIMMER GUNSUL FRASCA PARTNERSHIP
Architects, AIA

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PLATFORM PLAN

AR 117

154249



SW YAMHILL / SW 9TH - SW PARK

SIDEWALK PLAN

AR 119

Q TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

BECHTEL

ZIMMER-GUNSUL-FRASCA PARTNERSHIP
Portland, Oregon 97204
Architects, AIA

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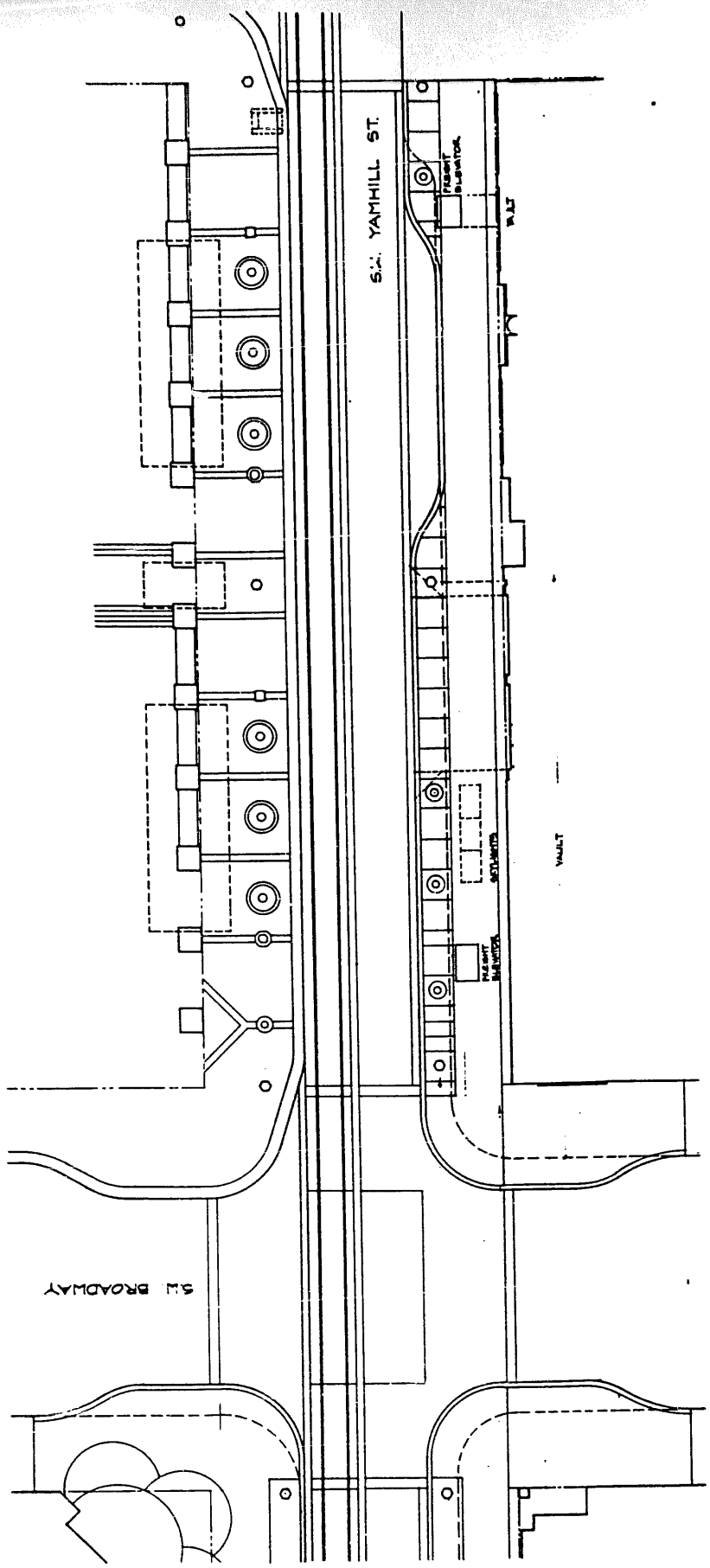
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TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON		SW YAMHILL / PIONEER SQUARE	
ZIMMER-GUNSUL-FRASCA PARTNERSHIP Portland, Oregon 97204		PLATFORM PLAN	
2003		AR 121	
DATE		DATE	
BY		BY	
CHECKED		CHECKED	
APPROVED		APPROVED	



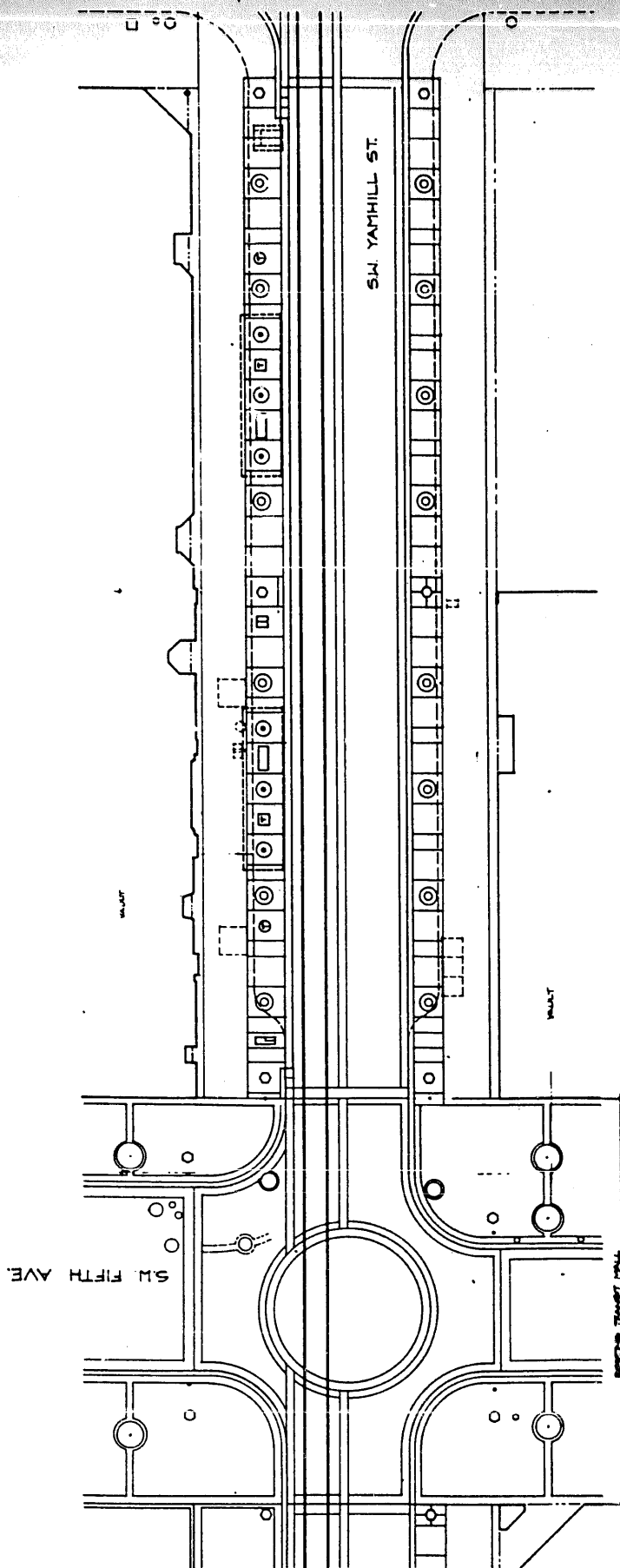
S.W. SIXTH AVE.

PUBLIC RIGHT-OF-WAY

S.W. YAMHILL ST.

--- VAULT

		TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON		SW. YAMHILL / SW 6 TH - SW 5 TH	
ZIMMER-GUNSUL-FRASCA PARTNERSHIP Portland, Oregon 97204 Architects, AIA		BECHTEL		SIDEWALK PLAN	
DATE: 2-2-05		DATE: 1-1-05		DATE: 1-1-05	
PROJECT: 2-2-05		PROJECT: 2-2-05		PROJECT: 2-2-05	
SHEET: 154249		SHEET: 154249		SHEET: 154249	



SW YAMHILL / SW 5TH - SW 4TH

PLATFORM PLAN

AR 124

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

BECHTEL

ZIMMER GUNSUL FRASCA PARTNERSHIP
Architects, A.T.A.
Portland, Oregon 97206

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SW. FOURTH AVE.

SW. YAMHILL ST.

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

SW YAMHILL / SW 4TH - SW 3RD

ZIMMER-GUNSUL-FRASCA PARTNERSHIP
Portland, Oregon 97206

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SIDEWALK PLAN

AR 186

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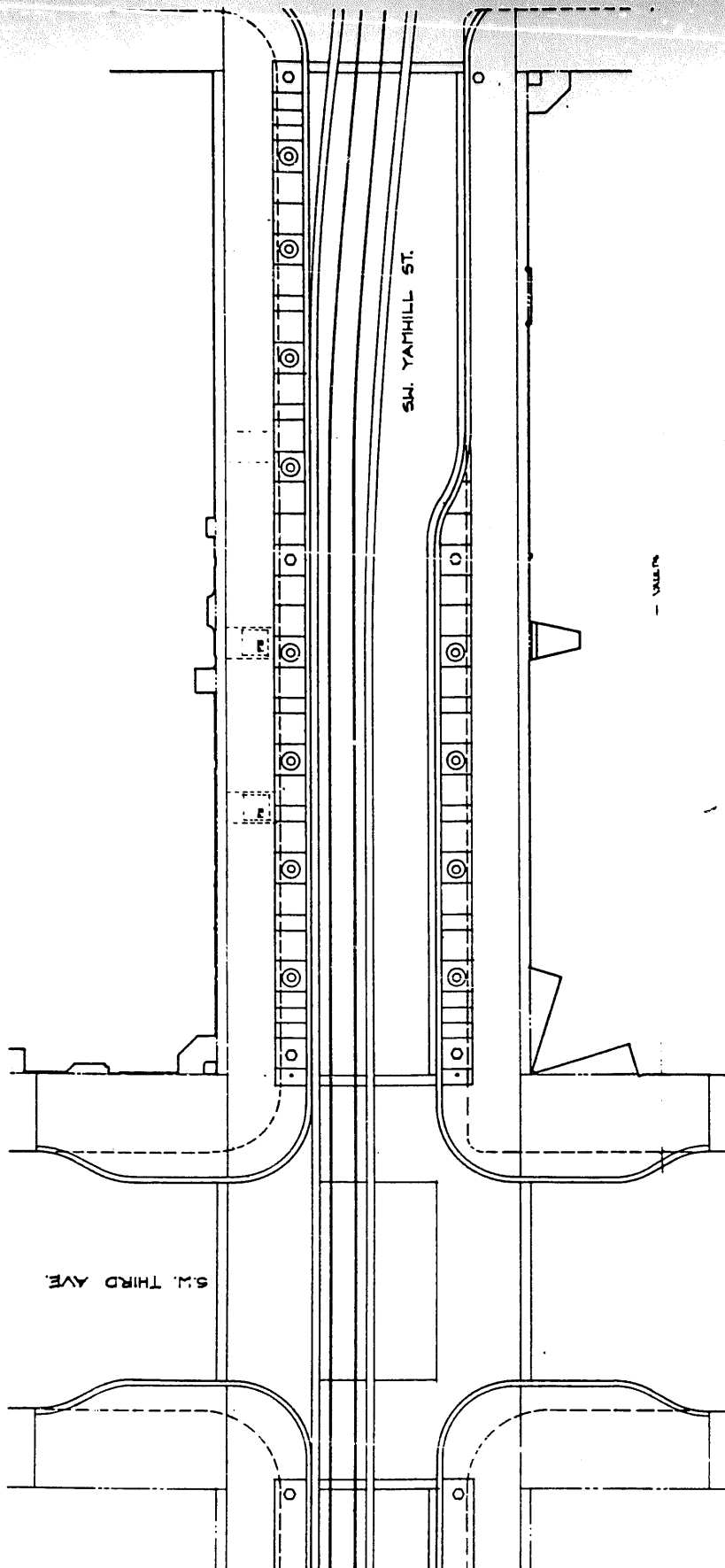
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TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

SW YAMHILL / SW 3RD - SWTH 2ND

154249

DATE 10-20-83

PROJECT NO. AR127

ZIMMER-GUNSUL-FRASCA PARTNERSHIP
Architects, A.I.A.
Portland, Oregon 97204

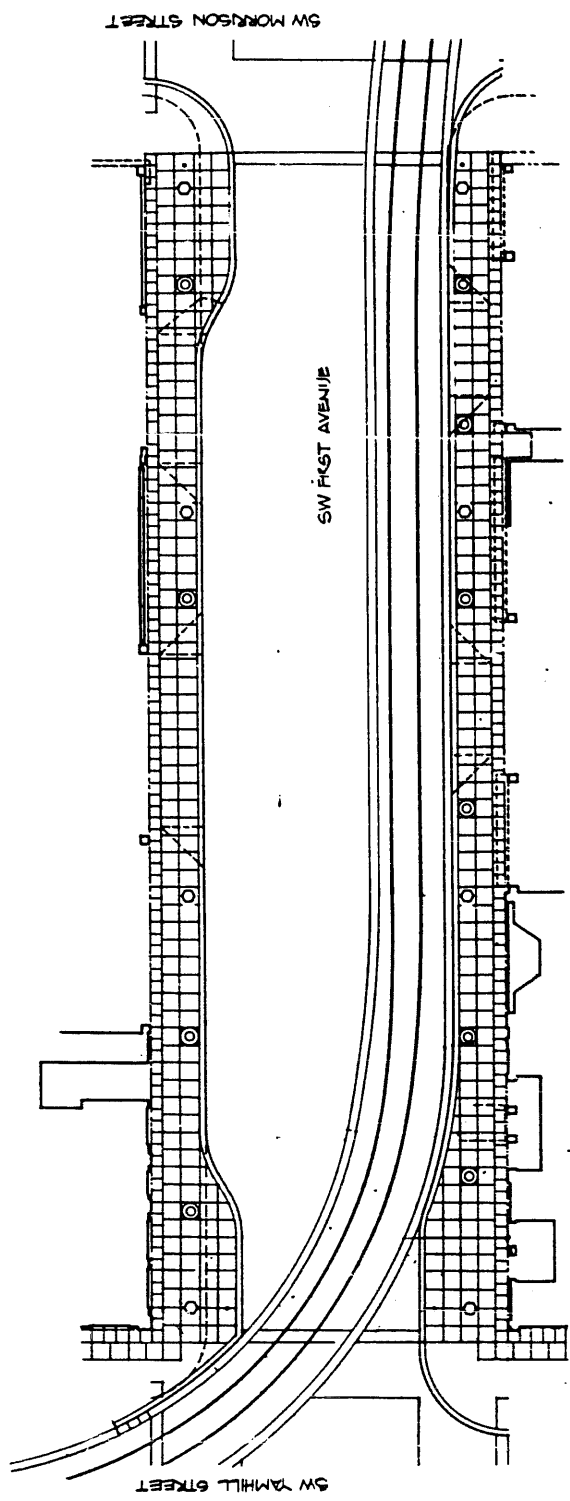
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REVISION	DATE	BY	DATE	BY	DATE	BY
1	10-20-83	W. G. G. / J. F. F.				
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TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON ZIMMER-GUNSUL-FRASCA PARTNERSHIP Architects, A.I.A. Portland, Oregon 97204		BECHTEL		SW 1st / SW YAMHILL - SW MORRISON SIDEWALK PLAN DATE: 1-11-93 DRAWN BY: AR 130	
PROJECT NO. 154249 SHEET NO. 1 OF 1		SCALE: AS SHOWN		DATE: 1-11-93	
PREPARED BY: [Signature] CHECKED BY: [Signature] DATE: 1-11-93		DATE: 1-11-93		DATE: 1-11-93	



CITY OF

PORTLAND, OREGON

BUREAU OF PLANNING

Mildred A. Schwab, Commissioner
Terry D. Sandblast, Director
Room 1002, 1120 S.W. Fifth Avenue
Portland, Oregon 97204-1966
(503) 796-7701

Code Administration 796-7700 Land Use 796-7700 Transportation 796-7700 Urban Design 796-7702

February 8, 1983

City Council
Portland, Oregon

Members of the Council:

In accordance with Resolution 33120 and Chapter 33.62, D Design Zone, Portland Zoning Code, the Design Commission, at its October 13, 1982, October 21, 1982, and January 20, 1983, meetings reviewed conceptual and preliminary plans for Downtown Light Rail transit features, including sidewalk and street materials, shelters, benches, trash receptacles, information kiosks, light and LRT electrification standards, tree locations, flower tubs and signage in the proposed LID area.

The designs developed to date on these features were well received by Commission members and will be further reviewed at the 40%, 85% and 100% level of final design.

It should be noted that the quality and extent of the improvements included in the current program, to be partly financed by an LID, implements the February 25, 1982, Design Commission recommendation that an adequate budget be provided to assure that the Light Rail program has a fully beneficial impact on Downtown Portland by improving sidewalks on both sides of the LRT streets rather than only along the trackside.

Sincerely,

Rodney O'Hiser

Rodney O'Hiser, Chief Planner
Urban Design

RO/1b

ORDINANCE NO. 154249

An Ordinance Authorizing an Agreement Between the City of Portland and the Tri-County Metropolitan Transportation District of Oregon for the Design and Construction of Improvements within the Proposed Downtown Light Rail Transit Local Improvement District and declaring an emergency.

The City of Portland Ordains:

Section 1. The Council finds:

1. That the Tri-County Metropolitan Transportation District of Oregon (Tri-Met) plans to construct a portion of the Banfield Light Rail project within downtown Portland between the Steel Bridge and S.W. Eleventh Avenue along portions of S.W. First Avenue, S.W. Morrison Street and S.W. Yamhill Street, subject to agreements with and permits issued by the City of Portland;
2. On January 19, 1983, the Council accepted, by Resolution No. 33279, petitions from owners of 71.4 percent of the private property within the proposed Downtown Light Rail Transit Local Improvement District (LID); and directed the City Engineer to procure plans, specifications and cost estimates for the improvements requested in the property owner petitions;
3. On February 9, 1983, the Council declared its intention to undertake the requested improvements, including reconstruction of curbs, sidewalks and crosswalks and installation of trees, landscaping, street furniture and artwork in accordance with surface plans, outline specifications and a cost estimate submitted by the City Engineer, subject to provision of legal notice to affected property owners in accordance with the City Charter and Ordinances;
4. Tri-Met has determined that the total cost of adding the requested improvements to the downtown portion of the Banfield Light Rail project is approximately \$5.5 million and has secured a commitment from the federal Urban Mass Transportation Administration for \$4.0 million of this amount subject to approval of the LID for the remaining \$1.5 million;
5. Tri-Met and the City agree that the improvements can be constructed most cost effectively in conjunction with the Banfield Light Rail project;
6. The City and Tri-Met wish to agree to terms and conditions for the transferring of LID funds from the City to Tri-Met for construction of the Improvements as part of the Banfield Light Rail project upon final approval of the LID by the Council.

ORDINANCE No.

154249

NOW, THEREFORE, the Council directs:

- a. The Mayor and Commissioner of Public Works are hereby authorized to enter into an Agreement for the transfer of LID funds from the City to Tri-Met following approval of a Time and Manner Ordinance for the LID by the Council in substantial accordance with the Agreement attached hereto as Exhibit "A".

Section 2. The Council declares that an emergency exists because delay in approving this agreement would cause undue delay in the implementation of the Banfield Light Rail Project. Therefore, this Ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, FEB 9 1983

Mayor Francis Ivancie
PLC:eg
February 8, 1983

Attest:

JEWEL LANSING

Auditor of the City of Portland

by *[Signature]*

DEPUTY

Sub Calendar No. 402

ORDINANCE No. 154249

Title

An Ordinance authorizing an Agreement between the City of Portland and the Tri-County Metropolitan Transportation District of Oregon for the Design and Construction of Improvements within the proposed Downtown Light Rail Transit Local Improvement District and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS

	Yeas	Nays
JORDAN	1	
LINDBERG	1	
SCHWAB	1	
STRACHAN	1	
IVANCIE		1

FOUR-FIFTHS CALENDAR

JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IV NCIE	

INTRODUCED BY
Mayor Ivancie

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration <i>F-II 1/83</i>
Safety
Util ties
Works

BUREAU APPROVAL
Bureau: Portland Development Commis
Prepared By: Doug Obletz Date: 2/8/83
Budget Impact Review:
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>Patrick L. LaCrosse</i>
Patrick L. LaCrosse

CALENDAR
Consent Regular X

NOTED BY
City Attorney
City Auditor
City Engineer

Filed FEB 8 1983

JEWEL LANSING

Auditor of the CITY OF PORTLAND

By *Jordan* Deputy