

Order 130-18/19

Passage: 9-0 on 1/23/2019

ETHAN K. STRIMLING (MAYOR)  
BELINDA S. RAY (1)  
SPENCER R. THIBODEAU (2)  
BRIAN E. BATSON (3)  
JUSTIN COSTA (4)

**CITY OF PORTLAND  
IN THE CITY COUNCIL**

Effective 2/2/2019

KIMBERLY COOK (5)  
JILL C. DUSON (A/L)  
PIOUS ALI (A/L)  
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING THREE-PARTY AGREEMENT BETWEEN PORTLAND, THE  
PORTLAND AREA COMPREHENSIVE TRANSPORTATION SYSTEM  
AND THE MAINE DEPARTMENT OF TRANSPORTATION  
RE: BRIGHTON AVENUE FROM HOLM AVENUE TO WESTBROOK LINE**

**ORDERED**, that the three-party Municipal Partnership Initiative Program Agreement between the Maine Department of Transportation, the Portland Area Comprehensive Transportation System and the City of Portland for pavement rehabilitation, paving American Disability Act ramps, sidewalk and bicycle improvements on Brighton Avenue from Holm Avenue to the Westbrook city line is hereby approved in substantially the form attached hereto; and

**BE IT FURTHER ORDERED**, that the City Council hereby authorizes the City Manager or his or her designee to execute said documents and any other related documents necessary or convenient to carry out the intent of said documents and this Order.



*MaineDOT use only*

TEDOCS #: Enter TEDOCS #  
 CTM #: Enter CTM #  
 CSN #: Enter CSN #  
 PROGRAM: Bureau of Planning

**State of Maine**  
**DEPARTMENT OF TRANSPORTATION**  
Portland Area Comprehensive Transportation System  
Municipal Partnership Initiative Agreement

**Portland, Maine**  
**Brighton Avenue (Route 25) Rehabilitation**  
**(Payable to Municipality)**

<i>MaineDOT Use Only</i>	
WIN #: <u>(To be issued after WIN Activation)</u>	Estimated Project Amount: <u>\$241,000.00</u>
N/M MPO Id#: <u>PACTS</u>	MPO Share: <u>\$108,450.00</u>
Municipality Id#: <u>VC1000073472</u>	Municipal Share: <u>\$132,550.00</u>
Agreement Begin Date: <u>Upon MaineDOT Signature</u>	Agreement End Date: <u>5 years from date last signed below</u>

This Cooperative Agreement (the “Agreement”) is entered into by and between the Maine Department of Transportation (MaineDOT), an agency of state government, the City of Portland (the “Municipality”), a municipality in the State of Maine, and the Portland Area Comprehensive Transportation System, the designated Metropolitan Planning Organization for the Portland Urbanized Area (PACTS), and Greater Portland Council of Governments (GPCOG) a fiduciary agent for PACTS, (MaineDOT, the Municipality, PACTS, and GPCOG are collectively referred to as the “Parties”)

**RECITALS**

- A.** MaineDOT, through its partnership with Maine’s Metropolitan Planning Organizations (MPOs), is charged with managing and dispersing state and federal funds to support capital improvement projects programmed by the MPOs. PACTS is MaineDOT’s MPO partner for the Portland Urbanized Area
- B.** PACTS has created and administers a Municipal Partnership Initiative program (the “PACTS MPI Program”), the purpose of which is to participate in the funding of approved collector and/or arterial roadway projects (the “MPI Project(s)”) with the intention of restoring substandard State and State Aid highways to MaineDOT and PACTS minimum standards.
- C.** MPI Projects are administered by the municipality in which the project is being constructed. PACTS’ participation in an MPI Project is accomplished through its acceptance of the Project

into the PACTS MPI Program, and the contribution of state funds allocated to PACTS and disbursed by MaineDOT to the administering municipality on PACTS' behalf (the "PACTS Share"). MPI Project costs not paid by the PACTS Share are paid by the administering municipality.

- D. The work that is the subject of this Agreement consists of pavement rehabilitation, paving ADA ramp, sidewalk and bicycle infrastructure improvements beginning at Holm Avenue and extending westerly 0.30 of a mile to the Westbrook town line (the "Project"), and is generally outlined in **Appendix A**, made a part herewith.
- E. PACTS has selected the Project for inclusion in the 2018-2019-2020 MaineDOT Work Plan, using state capital improvement funding allocated by MaineDOT.
- F. The Municipality has approved the Project and supports the decision by MaineDOT and PACTS to program the Project, and is prepared to administer and fund the Project in accordance with the terms of this Agreement.
- G. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- H. This Agreement is intended to cover the roles and responsibilities of the Parties through full Project development and construction, and to establish the financial obligations of each Party.

## **AGREEMENT**

**NOW, THEREFORE**, in accordance with the foregoing, the Parties agree as follows:

### **1. Appendices:**

The following Appendices are hereby incorporated into this Agreement by reference:

- **Appendix A** - PACTS Letter to MaineDOT Outlining Scope and Cost of MPI Project

### **2. Project Cost Sharing and Payment Schedule:**

#### **a. Financial Obligations:**

##### **i. Total Project Costs.**

1. PACTS and the Municipality agree to share in all costs associated with all phases of the Project through construction (the "Total Project Costs") in accordance with the allocations outlined below (the "Party Shares") unless otherwise negotiated by mutual agreement of the Parties.

- a. **PACTS Share** (provided through PACTS' state allocation and disbursed by MaineDOT) - 45% of eligible Project costs, up to a maximum of \$108,450.00.

b. **Municipal Share** (provided through the Municipality’s obligation of funds) - 55% of eligible Project costs, plus 100% of any and all remaining Project Costs once the PACTS Share has been exhausted (the “Overage”).

2. The estimated Total Project Costs are \$241,000.00 (the “Estimated Total Project Costs”), and are allocated in the table below. If the Estimated Total Project Costs are adjusted to reflect updated costs, the Municipality will consult with PACTS before such adjustments are approved and implemented.

<b>Total Project Costs</b>	<b>PACTS Share (State MPO Funds) 45 % (Max. \$108,450.00)</b>	<b>Municipal Share 55 % + Overage</b>	<b>Estimated Total Cost</b>
<b>Estimated Total Project Costs:</b>			
<b><u>\$ 241,000.00</u></b>			
<b>Estimated Allocated Shares</b>	\$108,450.00	\$132,550.00 +\$0.00	\$241,000.00
<b>Total Party Share of Estimated Total Project Costs</b>	<b>\$108,450.00</b>	<b>\$132,550.00</b>	<b>\$241,000.00</b>

b. **Payment Schedule:** The Municipality shall be the sole administrator of the Project contract(s) and shall pay up front all Project costs, subject to cost sharing by the Municipality and PACTS as specified above.

- i. The Municipality may begin invoicing PACTS for the PACTS Share of eligible Project costs upon 1/3 Project completion. Invoices shall be submitted no more than monthly with a maximum number of invoice submittals not to exceed five (5) invoices for the total Project.
- ii. The Municipality shall submit to PACTS for reimbursement detailed invoice(s) documenting actual amounts incurred for Project related costs, together with evidence of such invoices having been paid by the Municipality, and identifying PACTS’ share of each invoice submitted.
- iii. Each invoice shall include the Municipality’s certification that all amounts claimed are correct, and not previously claimed.
- iv. PACTS shall review each such invoice and, upon approval, shall forward each invoice to MaineDOT for payment to the Municipality out of PACTS’ allocated state MPO funds. MaineDOT shall reimburse the Municipality accordingly within thirty (30) days of its receipt of such approved invoice(s) in an aggregate amount not to exceed the total PACTS Share.

3. **Project Milestones:** The Municipality agrees to share information about the Project with PACTS and MaineDOT at the following milestones, as appropriate:

- Project kickoff/initial team meeting/formal public contact;
- Horizontal/Vertical Alignment Complete (HVAC);
- Preliminary public meeting;
- Preliminary Design Report (PDR) complete;
- Formal public meeting(s);
- Plan Impacts Complete (PIC);
- Peer reviews;
- Plans, Specifications and Estimate (PS&E) complete;
- Changes in the Project schedule or engineer's estimate of costs.

4. **Project Design, Construction Plans and Specifications:**

- a. The Municipality shall prepare, or cause to be prepared, all plans, specifications, engineer's estimates and contract documents for the Project within the scope of work identified above, using a standard project development process to ensure adherence to federal and state regulations (the "Preliminary Project Development Materials").
- b. The Municipality shall retain a Professional Engineer licensed in the State of Maine to oversee all Project activities (the "Project Engineer").
- c. The Project must be designed by a Professional Engineer licensed in the State of Maine (the "Design Engineer") and in compliance with MaineDOT's design standards (the "Design Standards").
  - i. The Design Engineer shall provide certification to the Parties that, in his/her professional opinion, the Project will provide a smooth ride and not reduce the safety, mobility or structural quality of the affected State and/or State Aid Highway.
  - ii. All design documents must be stamped and signed by the Design Engineer in accordance with the provisions of this Section.
- d. MaineDOT reserves the right to review and comment on all plans and specifications with the focus on ensuring that the Project will achieve the anticipated benefits and will not degrade safety.
- e. The Municipality, through its Project Engineer, shall obtain written approval from MaineDOT for any exceptions to the "Design Standards". Submitted documentation shall compare the proposed design to the existing conditions for each proposed exception. Any and all exceptions shall be listed on the cover sheet accompanying the Project plans and submitted to MaineDOT, accompanied by a request for acceptance of the Project's design exceptions. All such requests must include the signature and professional stamp of the Professional Engineer responsible for the design of the Project.

- f. In developing the Project, the Municipality shall ensure that the following elements are satisfied:
- i. The Project improvements must have a minimum useful life of ten (10) years;
  - ii. The safety of the corridor and the life of the resulting structural and design elements shall be equal to or better than the existing conditions and design;
  - iii. The structures, roadways and design features affected by the Project work shall, at a minimum, be of equal dimensions to the existing features or structures and shall be of improved quality in terms of materials and utility;
  - iv. The Project shall not introduce any unanticipated safety hazards to the traveling public;
  - v. The Project shall retain the same level or an improved level of mobility of travel within the corridor;
  - vi. The Project shall not in any manner decrease the life expectancy of the affected component(s) of Maine's transportation system;
  - vii. The Project shall meet the most recent Americans with Disabilities Act of 1990 (ADA) design requirements;
  - viii. Traffic control and the safety of pedestrians, bicyclists and the traveling public shall be provided for at all times.
- g. The Municipality shall coordinate with affected utilities to identify existing utility locations and/or any utility relocation impacts that may be created by the development of the Project.
- h. It is expected that the Project can be constructed within the existing right-of-way limits. If that is not the case, the Municipality must provide MaineDOT with a detailed explanation of the property rights required for the Project and shall acquire any such property rights in accordance with all applicable state and federal laws. The PACTS Share may only be applied to costs associated with the acquisition of property rights required for the implementation of the Project.
- i. The Municipality shall perform all necessary federal, state and local permitting activities required in connection with the Project.
- j. Project construction must commence within twelve (12) months and must be certified as complete within twenty-four (24) months of the date of execution of this Agreement. If this timeline is not met, and the Municipality cannot show that it has made a good faith effort to meet this timeline, PACTS retains the right to withdraw any unpaid portion of the PACTS Share and reallocate its remaining funding to other eligible projects in its service area.

- k. Upon completion of Project construction, the Municipality shall provide certification to MaineDOT from the Project Engineer stating that the Project is complete and has been constructed in accordance with the plans and specifications.

**5. Public Involvement:**

The Municipality shall be responsible for implementing and leading any and all required public involvement processes and activities, including those required by Maine's Sensible Transportation Policy Act, and any necessary media coordination associated with the any phases of the Project covered by this Agreement.

**6. Changes to Project Scope:**

The Municipality will consult with MaineDOT and PACTS before implementing any adjustments to the Project scope.

**7. Termination:**

- a. In the event the Municipality decides to terminate the Project for any reason prior to the award of a contract to construct the Project and that termination under this clause is not directed by MaineDOT and PACTS, the Municipality shall be responsible for covering all Project costs incurred up to the time of termination.
- b. This Agreement may be terminated at any time by mutual written agreement of all Parties.
- c. In no event, shall any such action taken under this subsection be deemed a breach of contract, nor shall it represent any individual Party's waiver of claims for breach of contract or its right to any other remedy it may have pursuant to this Agreement, or at law or in equity.
- d. In the event of Project termination, all provisions of this Agreement shall become null and void except for the financial obligations set forth herein, as well as those provisions to this Agreement that by their very nature are intended to survive.

**8. Miscellaneous Provisions:**

- a. Quality of Work. PACTS reserves the right to require the Municipality to refund all reimbursements made and to repay PACTS fully for all Projects costs incurred if the work is found to be unsatisfactory.
- b. Reprogramming of Remaining PACTS Funds. Any state MPO funds allocated to the Project that remain unspent following payment of the final invoice and reconciliation of the Project shall be made available to PACTS for reprogramming once the Project is closed out.
- c. Indemnification. To the extent permitted by law, the Municipality and PACTS shall each individually indemnify, defend and hold harmless MaineDOT, its officers, agents and employees from all claims, suits or liabilities arising from the indemnifying Party's

own negligent or wrongful acts, errors or omissions or by that Party's officials, employees, agents, consultants or contractors. Nothing herein shall waive any defense immunity or limitation of liability that may be available under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities provided by law. This provision shall survive the termination or expiration of the Project.

- d. Assumption of Responsibility. The Municipality hereby assumes responsibility for all damage to public or private property of any kind resulting from any act, omission, neglect or misconduct of the Municipality, its employees, agents or representatives, and shall ensure that its contractor(s) assume the same responsibility for all damage to public or private property of any kind resulting from any act, omission, neglect or misconduct of its own employees, agents or representatives. This assumption of responsibility shall also include damage to vehicles passing through the Project limits.
- e. Obligation of State Funds. Notwithstanding anything herein to the contrary, the Municipality and PACTS acknowledge and agree that, although the execution of this Agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
- f. Performance. The Parties will avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.
- g. Obligation of Municipal Funds. The Municipality represents that it has received all necessary approvals or authorizations by its governing authorities to approve the Project and enter into this Agreement, and that it has obligated the necessary funds to satisfy its Municipal Share of the Project Costs set out herein.
- h. State of Maine's Rights of Set-Off. MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State of Maine's option to withhold for the purposes of set-off monies due the Municipality under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State of Maine for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller.
- i. Assignment. No assignment of this agreement is contemplated, and in no event, shall any assignment be made without the express written permission of the Parties.





**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective on the day and date last signed.

\_\_\_\_\_ Date \_\_\_\_\_  
Kristina Egan, Executive Director \*  
Greater Portland Council of Governments  
For Portland Area Comprehensive Transportation System  
Duly authorized

\_\_\_\_\_ Date \_\_\_\_\_  
Jon Jennings, City Manager \*  
Municipality of Portland  
Duly authorized

\_\_\_\_\_ Date \_\_\_\_\_  
Herb Thomson, Director, Bureau of Planning \*  
Maine Department of Transportation  
Duly authorized

*\* I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.*

## **APPENDIX A**

### **PACTS Letter to MaineDOT Outlining Scope and Cost of MPI Project**

## Portland Area Comprehensive Transportation System

Darryl Belz, P.E.  
Safety/MPO Engineer  
Bureau of Planning  
Maine Department of Transportation  
16 State House Station  
Child Street  
Augusta, Maine 04433-0016

July 19, 2018

### **PACTS 2019 MPI Project: Portland, Brighton Ave. (Rte. 25)**

Darryl,

The following is a request to develop an MPI agreement for the above project for the 2019 PACTS MPI program.

On July 10<sup>th</sup>, 2018 the PACTS Policy Committee approved programming \$108,450.00 of PACTS' CY2019 state funding allocation for the following project:

#### **Portland, Brighton Ave. (Rte. 25)**

Brighton Avenue (Rte. 25), from Holm Ave. westerly 0.30 miles to the Westbrook town line. The RLM's are from (westbound RLM) 0.18 miles to 0.48 miles for a total project length of 0.30 miles.

The scope consists of Pavement rehabilitation, paving, ADA ramp and sidewalk improvements and bicycle infrastructure improvements.

The total cost is estimated at \$241,000.

Construction complete year is scheduled to be 2019.

The funding is 45%/55% at \$108,450 state and \$132,550 local. State funding is capped at \$108,450. The City of Portland may add additional local funds later.

PACTS is requesting a WIN for the project and a three-party agreement to follow.

The municipal contact is Jeremiah Bartlett. He is aware of contract documents needed such as, a scope of work, unit prices and complete specifications. These documents will be similar to or the same as a MaineDOT "Book Project", including a set plans as necessary to be outlined in the pending agreement.

Thank you for your attention to this matter. If you have any questions, please call.

Sincerely,

A handwritten signature in black ink that reads "Paul Niehoff". The signature is written in a cursive style with a large, prominent 'P' and 'N'.

Paul Niehoff  
PACTS

cc: Chris Branch, City of Portland  
Jeremiah Bartlett, City of Portland  
LaRay Hamilton, DOT  
Sara Zografos, GPCOG



Gregory A. Mitchell  
Director, Economic Development Department

Christopher C. Branch, P.E.  
Director of Public Works

June 6, 2018

Mr. Paul Niehoff  
PACTS  
970 Baxter Boulevard  
Portland, ME 04103

Subject: PACTS MPI application for Brighton Avenue – Holm Avenue to Westbrook City Line

Dear Mr. Niehoff:

Please accept this letter as the City's application for approval and funding, under the PACTS Municipal Partnership Initiative (MPI), for a street rehabilitation project in Portland on Brighton Avenue between Holm Avenue and the Westbrook City Line. The scope of work for this project includes the following: street pavement rehabilitation by "mill and fill" (**2-inch surface overlay**), reconstruction of sidewalk ramps at intersections where needed and crosswalks to eliminate accessibility barriers and meet current ADA standards, and new pavement markings to delineate vehicle lanes and on-road bikeways.

The primary objectives of this project are riding surface improvement and pavement preservation. Secondary objectives include elimination of accessibility barriers along sidewalk routes and improvement of the City bikeway network through delineation of on-road bikeway(s) on this section of Brighton Avenue.

These objectives have previously been outlined in a concept plan completed by Ransom Consulting for the City in 2016. For the portion of Brighton Avenue envisioned to be resurfaced, concept plans are attached with this application from Ransom's recommendations. The primary changes would be adjustments to striping to allow for bicycle lanes, adjustments to curb to reduce pavement width variability and improve the pedestrian environment, and some island provisions that may allow for placement of trees and keep vehicle speeds more compatible with this growing environment.

The street pavement surface condition, which **was rated as Very Poor in 2014**, needs to be improved to provide a better ride for motorists and cyclists who use Brighton Avenue.



Gregory A. Mitchell  
Director, Economic Development Department

Christopher C. Branch, P.E.  
Director of Public Works

This work will serve to supplement other future PACTS and MaineDOT work to the east of this location, as Portland has secured funding for preliminary design of a TIP project that would improve additional pedestrian facilities, intersection geometrics, and traffic signals, and the Department intends to complete arterial paving along much of Brighton Avenue in Portland as well as into Westbrook.

The following information describes the prevailing conditions for this section of Brighton Avenue.

1) Street Configuration

- Four to five vehicle lanes (two lanes in each direction with left turn lanes)
- **Length: 0.29 miles**
- **Pavement width: Variable 52'-66'**
- **Sidewalks: continuous on both sides**
- **Curbs: continuous, vertical granite curb both sides**

2) Street Classification

- **Federal Functional Class: Minor Arterial**
- **State Highway Priority: 2**
- **Federal Aid Road; J - not part of National Highway System**
- **Part of State Route 25 B**

3) Street Pavement Condition

- **2014 PCI = 60, Fair-Poor Condition (City Pavement Management Study, Feb. 26, 2015)**

4) Traffic Volumes

- AADT (2013/2016 Maine DOT Count): 18,090 vpd

5) Transit Connections

- Existing METRO Route 4 serving Portland - Westbrook
- METRO "Husky Line" beginning express bus service in August (2018) serving Gorham - Westbrook - Portland

A project location map and cost estimate spreadsheet is included with this letter. The estimated construction cost for this project is **\$241,000**. Portland proposes to use local funds to pay for at least 55% of the cost of this project (**\$132,550**), with the remaining funds coming from the PACTS MPI program. With supplemental funding also available from an existing City infrastructure account and match funding to this source to be paid by the Dirigo Plaza (now Rock Row) development, the match percentage may well be higher.



Gregory A. Mitchell  
Director, Economic Development Department

Christopher C. Branch, P.E.  
Director of Public Works

City staff is prepared to meet the MPI program grant requirements for this project if this application is approved. More specifically, the City is prepared to meet the following conditions:

- **Professional Engineer Certified:** The specifications and bidding documents for the project will be prepared by a professional engineer licensed in Maine. Upon completion of the project, the responsible professional engineer will certify that the project was constructed in accordance with the plans and specifications.
- **10-year Useful Life:** This project will be developed to provide a useful life of at least 10 years.
- **Deliverability:** Construction administration for this project will be supervised by a professional engineer licensed in Maine. The City is prepared to proceed with the project at a pace that will assure construction is started within 12 months of the date the grant agreement is signed. The City is also prepared to assure the project is certified as complete within 24 months of the date the grant agreement is signed. Construction work will be inspected by a competent inspector, working under the supervision of the professional engineer/project manager responsible for constructing the project. A NETTCP certified paving inspector will be assigned to the project when street paving is underway.
- **Public Involvement:** A public involvement process will be included in the project design and development process. This will include outreach to neighborhood organizations active in the project area, written notices to abutting property owners, and an announcement about the project on the City's Web page.
- **Betterment of the State Transportation System:** The project will result in significant improvements to the State transportation system.
- **Multiple Party Agreements:** The City will enter into an agreement whereby the MPI grant amount is capped based on project cost estimates prior to construction.
- **Right-of-Way Acquisition.** City staff anticipates that all construction work on this project will be within existing street rights-of-way. Thus, City staff does not anticipate that this project will require additional right-of-way.

This project will offer the following benefits:

- **Safety:** The project will improve existing sidewalk ramps to eliminate accessibility barriers. This will enhance pedestrian safety by encouraging all pedestrians to use the sidewalks (instead of traveling in the street).





Gregory A. Mitchell  
Director, Economic Development Department

Christopher C. Branch, P.E.  
Director of Public Works

- The project will result in a safer environment for cyclists, by delineating and marking exclusive bike lanes over the project length.
- Economic Development and Job Creation: The project will provide jobs during construction. The project will also provide an incremental benefit to the regional economy, in that the project will contribute toward development and maintenance of an efficient transportation system, which will support economic development throughout Maine.
- Degree of Betterment: This section of Brighton Avenue had a pavement condition index (PCI) of **60 in 2014**. The PCI will be upgraded to 100 upon completion of the project. This will result in much higher ride quality in the project area and fewer resources required for street maintenance. Constructing new sidewalk ramps, to eliminate accessibility barriers, will incrementally improve the City's sidewalk network. Delineation of new bike lanes in the project area will be a significant improvement to the City's Bicycle Network.
- Customer Benefits: The customers who will be served by this project include the motorists, cyclists, pedestrians, and bus riders who travel along the Brighton Avenue corridor. Motor vehicle drivers who travel through the project area will experience significantly better ride quality, which should result in higher levels of public satisfaction, fewer complaints, and less vehicle wear and tear. Cyclists, who now have to maneuver in and out of vehicle lanes in the project area, would benefit from newly delineated bike lanes/bikeways. Pedestrians and travelers in wheel chairs would benefit from new sidewalk ramps and improvements to sidewalk segments in poor condition. Bus landing areas will be improved to provide ADA-compliant bus stops for transit users.
- Community Support. The design of new bike lanes and crosswalks on this project would be consistent with the City's Bikeway and Pedestrian Network plan and the City's Complete Streets policy. The Complete Streets policy, which encourages development of bike and pedestrian facilities in the City, was adopted by the City Council in 2012 with widespread community support.



Gregory A. Mitchell  
Director, Economic Development Department

Christopher C. Branch, P.E.  
Director of Public Works

The City of Portland appreciates your consideration of this project for inclusion in the PACTS Municipal Partnership Initiative. Please let us know if you need additional information or have any questions regarding this application.

Sincerely,  
City of Portland

Jeremiah Bartlett  
Transportation Systems Engineer

cc: Keith Gauteau  
Michael Sauschuck  
Jon Jennings  
Chris Branch  
Brendan O'Connell  
Jeremiah Bartlett  
Michael Farmer