

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 177

Approved March 29, 1985

RESOLUTION AUTHORIZING HIS HONOR THE MAYOR TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF PROVIDENCE WITH THE STATE OF RHODE ISLAND REGARDING THE MEMORIAL BOULEVARD EXTENSION PROJECT.

RESOLVED: That His Honor the Mayor be and he is hereby authorized to execute an agreement, on behalf of the City of Providence, with the State of Rhode Island regarding the Memorial Boulevard Extension Project. Said agreement sets forth the obligations of the City of Providence concerning the relocation of the Moshassuck and Woonasquatucket Rivers, traffic improvement within that area, and other matters relative to said property, and

Be it further provided that such agreement shall require and include arrangements for retention of the World War I Monument in its present location or relocation to the southerly end of parcel 3 of the Capital Center Project or other definitive and suitable location to be determined prior to commencement of the project.

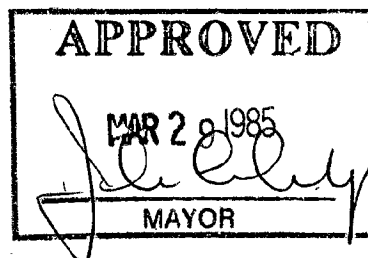
IN CITY COUNCIL

MAR 21 1985

READ AND PASSED, as amended

Richard W. E. E. E. PRES.

Rose M. Menlove CLERK



IN CITY COUNCIL
FEB 7 1985
FIRST READING
REFERRED TO COMMITTEE ON

Resem Mendonca

FINANCE
CITY PROPERTY

URBAN REDEVELOPMENT
RENEWAL & PLANNING

THE COMMITTEE ON
URBAN REDEVELOPMENT
RENEWAL & PLANNING & FINANCE

Approves Passage of
The Within Resolution, *as amended*
Resem Mendonca
Clerk Chairman

March 6, 1985

THE COMMITTEE ON
CITY PROPERTY

Transmits
without Recommendation, *as amended*

Resem Mendonca
Clerk
March 13, 1985

Councilman Glavin, Councilman Dillon, Councilwoman Fagnoli (By Request)

PROVIDENCE RIVER RELOCATION

MEMORIAL BOULEVARD EXTENSION PROJECT

PRELIMINARY AGREEMENT

This PRELIMINARY AGREEMENT, effective on _____, which is the date of the last signature hereto, is made by and between:

The STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS (hereinafter "the State"), acting by and through the Governor of the State; and

The CITY OF PROVIDENCE (hereinafter "the City"), a municipal corporation of the State of Rhode Island, acting by and through the Mayor of the City.

WHEREAS, the State and the City desire to undertake and implement the recommendations as to river relocation contained in Alternative "E", so-called, of the Memorial Boulevard Extension Environmental Assessment Study; and

WHEREAS, the State and the City are parties to that certain Providence Rail Relocation Project Cooperative Agreement of January, 1982, and that certain Master Property Conveyance Contract of December, 1982, both of which concern the Capital Center Project in Providence; and

WHEREAS, the State and the City desire to establish a basic understanding of their respective responsibilities with regard to the River Relocation Project;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises contained in this Preliminary Agreement, the State and the City agree as follows:

1. Project Scope. The following elements are contained in the River Relocation Project (as identified in Memorial Boulevard Extension Environmental Assessment Study):

- a. Memorial Boulevard as a four-lane divided arterial roadway would be extended on the west side of the Providence River between Memorial Square and Crawford Street;
- b. Four roadway crossings (or connections) to be provided between Memorial Boulevard Extension and the East Side (Crawford, College, Fulton, or Washington, and Steeple Streets);

- c. Two pedestrian bridges to be constructed linking Memorial Boulevard Extension to park areas along the east side of the Providence River;
- d. Steeple Street to be extended westerly to Exchange Terrace and would provide one-way westbound traffic flow;
- e. Portions of the Providence River Bridge decking to be removed to increase exposure to the water;
- f. Parks and plazas to be created (primarily on the east side of the Providence River) on land and bridge decking once devoted to traffic;
- g. Maximum possible vertical clearances to be created on the Providence River bridges to permit limited river navigation for recreational purposes;
- h. Waterplace, in the Capital Center Project area to consist of recreational amenities;
- i. Provide site improvements for Capital Center including new river walls, clean gravel river bottoms, riverwalks, and reconfiguration of river walls to define Waterplace;
- j. Move the Moshassuck River easterly to parallel the west edge of Canal Street;
- k. Move the Woonasquatucket River northerly to parallel the north edge of Memorial Boulevard. These two river movements relocate their confluence from beneath the Post Office Building to a point east of Memorial Boulevard Extension and north of Washington Street in an axis with the Providence River Corridor;
- l. Possible relocation of the World War I Monument from its existing location;
- m. Creation of a new development parcel #12 bounded by Memorial Boulevard, Exchange Street, and Exchange Terrace of approximately 25,000 square feet (0.6 acres);
- n. Partial removal of decking along the Providence River to expose approximately 97,500

square feet (2.2 acres) of river. Including the Moshassuck and Woonasquatucket Rivers, a total of 3.0 acres of exposed water to be available within the study area; and

o. Portions of one or more rivers to be dredged (removal of 3 to 5 feet of silt materials) to improve flow, quality, and enhance aesthetics and recreational opportunities in a park-like setting to link the State Capital area to Capital Center (Memorial Boulevard)

Additional items not identified above are also considered by the State and the city to be elements of the Project, including, but not limited to:

p. Redesigned Park Row bridge over the Moshassuck River (to the extent not funded in the Capital Center Project);

q. Landscaping, lighting and other final amenities related to the public improvements to be constructed under the River Relocation Project;

r. Required land acquisition and all costs, liability or damages with respect to real estate interests relating to or arising out of any decision, actual or potential, of either or both parties to pursue the River Relocation Project;

s. Required revisions to the Providence Rail Relocation Project Cooperative Agreement and the Master Property Conveyance Contract and all related documents; records and deeds;

t. All items related to the construction of improvements contemplated in the River Relocation Project including, but not limited to, design, engineering, administration, legal, accounting, and other professional services, contractor claims, and traffic control, maintenance and protection, materials, equipment and supplies; and

u. Such additional elements as may be necessary or appropriate to the completion of the above elements or as may be subsequently agreed to by the State and the City.

2. Project Schedules. The State and the City have developed, through the Rhode Island Department of Transportation, a preliminary construction schedule which has minimal adverse impact upon the Capital Center Project construction schedule. The State and the City agree to use all efforts to further refine and improve said schedule for the purposes of use in appropriate River Relocation agreements and construction planning and contracts and of encouraging private economic and real estate development in the area.

3. Project Costs.

(a) Total Estimated Cost. The State and the City have agreed that the total estimated cost of the River Relocation - Memorial Boulevard Extension Project is \$29,651,000.00.

(b) Highway Elements. With the assistance of the Federal Highway Administration ("FHWA"), the State and the City have identified the minimum estimated cost of the Highway Elements of the Project as the sum of \$17,321,000.00.

(c) River Relocation Elements. The remaining elements of the Project are identified as River Relocation Elements at an estimated cost of \$12,330,000.00.

(d) In the event that the FHWA agrees to identify additional elements of the Project as Highway Elements, it is understood that the estimated cost of the River Relocation Elements will be correspondingly reduced. In light of FHWA's involvement to date, the parties do not recognize any significant potential that any currently identified Highway Element would not be ultimately approved by the FHWA for funding. In such event, however, if the State and the City decided to proceed with such element, its costs would be added to that of the River Relocation Elements.

4. Funding Allocation.

a. Highway Elements. The State and the City expect that the Highway Elements will be eligible for FHWA funds in the amount of \$14,910,000.00 which would, in turn, be subject to match by Rhode Island State Transportation Bond funds in the amount of \$2,411,000.00 for a total of \$17,321,000.00.

b. River Relocation Elements. The State hereby agrees to provide funds for the River Relocation Elements in the amount of \$6,445,000.00, in the manner provided below. The City hereby agrees to provide funds for the River Relocation

Elements in the amount of \$5,885,000.00, in the manner provided below.

c. Cost savings, shortfalls. (i) The State and the City hereby agree that, except as provided in (ii) hereof, all cost savings achieved or cost overruns or shortfalls incurred or experienced with respect to any element of this Project, such saving or shortfall, if not had or borne by a third party funding entity, be had or borne by the State and the City in equal shares.

(ii) Notwithstanding the provisions of the preceding paragraph, all cost savings achieved or cost overruns or shortfalls incurred or experienced with respect to the construction of Waterplace, so-called, shall be had or borne solely by the State.

5. Funding Sources - River Relocation Elements.

a. The City. (i) The City will immediately sell Parcel 9 of the Capital Center Project area to the State or its nominee at fair market value after appraisals and make the proceeds available to the Project for an immediate payment of a minimum of \$2,000,000.00.

(ii) The City will make a cash payment on or before June 30, 1987, in the amount of \$2,500,000.00

(iii) The City will make a cash payment on or before March 31, 1988, in the amount of \$1,385,000.00

b. The State. (i) The State will obtain from the Rhode Island Port Authority and Economic Development Corporation, in return for the transfer of title to or other interest in real estate located in the area of the Capital Center Project in Downtown Providence, development bond funds in the amount of \$4,500,000.00 which shall be paid to the Project. Said real estate may include, but not be limited to the Union Station Complex (Parcel 1 of the Capital Center Project Area).

(ii) The State will provide \$1,385,000.00 in cash from other sources which may include Rhode Island Transportation Bond funds.

(iii) The State will provide funds from the Department of Environmental Management Recreation Funds for the Waterplace element in the amount of \$560,000.00.

6. Funds - Procedure. The State and the City will agree to methods and procedures for the orderly and timely transfer of funds in such manner as will best benefit the Project with least adverse impact on either party individually.

7. Parcel 9. The City agrees to sell, transfer and convey to the State or its nominee and the State agrees to buy all of its right, title and interest in and to that certain real estate known as Development Parcel 9 of the Capital Center Project area for fair market value to be established by one or more appraisals in a manner to be determined by the parties.

8. Parcel 12. (a) The City agrees to sell, transfer and convey to the State or its nominee and the State agrees to buy one-half of all of its right, title and interest in and to that certain real estate known as "The Triangular Parcel" or Development Parcel 12 of the Capital Center Project area for fair market value to be established by one or more appraisals in a manner to be determined by the parties. The proceeds from such sale, which are currently estimated by the City at about \$500,000, shall be paid to the Project and credited toward the City's obligations outlined in 5(a) above.

(b) Said Development Parcel 12 shall then be held in joint ownership by the State and the City, and shall be jointly developed by them, provided, however, that the State may transfer its interest in said parcel to the Rhode Island Park Authority and Economic Development Corporation. The State and the City shall immediately undertake to establish appropriate title and conditions thereof to said parcel.

9. Development of Parcels 9 and 12. The State and the City agree that future development in Parcels 9 and 12 should be subject to real estate tax and be revenue-producing in nature.

10. Design and Constructions Responsibility. The State consent and agrees to manage, carry-out, diligently pursue and complete design and construction of all improvements, included within the elements in accordance with documents to be developed and provided under the terms of this and subsequent agreements.

11. Contract Bid Procedures. Procurement and administration of contracts shall be in accordance with the Federal-Bid Highway Program Manual where appropriate and in all cases in accordance with all applicable State laws and procedures.

12. Waterplace. The City agrees to convey to the State, and the State agrees to accept, all of the City's right, title and interest in and to that certain real estate located in Providence and known as the Waterplace of and in the Capital Center Project Area. Subject to the terms of this and subsequent agreements, the State agrees to accept and undertake all responsibilities now held by the City with respect to the funding, construction, landscaping and maintenance of improvement on, in and to said Waterplace. Said responsibilities to be assumed by the State and currently estimated to cost the City \$1,000,000.00.

13. Other Contracts. The State and the City agree to immediately and diligently negotiate and pursue all modifications to the Providence Rail Relocation Cooperative Agreement, the Master Property Conveyance Contract and any other contract which may require modification as a result of the River Relocation Project, this Preliminary Agreement or any subsequent agreement related thereto.

14. River Relocation Agreement. The State and the City agree to immediately and diligently draft, pursue and execute a final River Relocation Agreement which shall embody, in all necessary detail, their full understanding and agreements as to all rights and responsibilities of all parties thereto with respect to the Providence River Relocation - Memorial Boulevard Extension Project.

15. Environmental/Archeological. The State and the City agree that the River Relocation Project and its construction elements shall be subject to applicable statutes and procedures governing review for environmental impact and archeological study purposes.

16. City Approval. Execution of this Preliminary Agreement is subject to several approvals, including those of the Mayor, the City Council, the Finance Committee and the Properties Committee. Execution of this Preliminary Agreement by the City is evidence that such approvals as may be necessary or appropriate have been received.

17. State Approval. The terms of this Preliminary Agreement may be subject to subsequent action, approval or ratification by the Rhode Island General Assembly or by certain departments, agencies, boards, commissions, or bodies corporate. Execution of this Preliminary Agreement by the State indicates the intention of the Executive Department of the State to vigorously seek any and all such actions, approvals or ratifications as may be necessary or appropriate.

IN WITNESS WHEREOF, the parties hereto have caused
this Preliminary Agreement to be executed by their authorized
representatives.

THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

By: _____ Attest:
Governor

Date: _____

The City of Providence

By: _____ Attest:
Mayor

Date: _____

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