



**Regular Session**

**RS**

**Milwaukie City Council**



**MINUTES**  
**MILWAUKIE CITY COUNCIL**  
 www.milwaukieoregon.gov

**REGULAR SESSION**  
 FEBRUARY 2, 2016  
 City Hall Council Chambers

**Mayor Gamba called the 2,215<sup>th</sup> meeting of the City Council to order at 6:16 p.m.**

**Council Present:** Council President Lisa Batey and Councilors Scott Churchill, Wilda Parks, and Karin Power

**Staff Present:** City Manager Bill Monahan, City Attorney Tim Ramis, City Recorder Pat DuVal, Assistant to the City Manager Mitch Nieman, Library Director Katie Newell, Finance Director Casey Camors, and Engineering Director Chuck Eaton

**CALL TO ORDER**

Pledge of Allegiance.

**PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS**

None scheduled.

**CONSENT AGENDA**

**Councilor Parks** requested that items A, A Resolution of the City Council of the City of Milwaukie, Oregon, creating an Urban Renewal Advisory Group to assist with the preparation of an urban renewal plan encompassing the downtown and central Milwaukie and B, A Resolution of the City Council of the City of Milwaukie, Oregon, authorizing the Mayor to sign an intergovernmental agreement (IGA) between the City of Milwaukie and Clackamas County Department of Health, Housing and Human Services Community Development Division for a Community Development Block Grant (CDBG) be pulled from the consent agenda for discussion.

**It was moved by Council President Batey and seconded by Councilor Parks to approve consent agenda items C and D.**

- C. Resolution 12-2016: A Resolution of the City Council of the City of Milwaukie, Oregon, declaring official intent to reimburse certain expenditures from proceeds of tax-exempt obligations, and related matters.**
- D. Resolution 13-2016: A Resolution of the City Council of the City of Milwaukie, Oregon, authorizing the Mayor to sign a Local Agency Agreement between the City of Milwaukie and Oregon Department of Transportation (ODOT) for an amendment to the agreement for the 17<sup>th</sup> Avenue Trail project.**

**Motion passed with the following vote: Councilors Batey, Parks, Power, and Churchill and Mayor Gamba voting "aye." [5:0]**

**AUDIENCE PARTICIPATION**

**Mayor Gamba** noted there were no audience participation registration cards.

**Mr. Monahan** provided follow up to public comments made at the January 19, 2016, City Council meeting. At the last meeting Mr. Rollins requested that a four-way stop be

installed at the intersection of 37<sup>th</sup> Avenue and Harrison Street. DKS Associates, an engineering firm, was preparing a recommendation.

**Urban Renewal Advisory Group – Resolution [removed from Consent Agenda for Discussion]**

**Councilor Parks** suggested that Council President Batey be appointed to the Advisory Group and act as Chair. Council President Batey accepted the appointment, and Mayor Gamba would attend in an ad hoc capacity.

**Mayor Gamba** noted there were placeholders for the North Clackamas School District and the Murphy Family positions yet to be filled.

**Mr. Monahan** said that the known bodies would determine their members via official correspondence.

It was moved by Councilor Power and seconded by Councilor Parks to approve the Resolution creating an Urban Renewal Advisory Group to assist with the preparation of an urban renewal plan encompassing Downtown and Central Milwaukie as amended by adding Council President Batey as the Chair and removing Mayor Gamba. Motion passed with the following vote: Councilors Batey, Parks, Power, and Churchill and Mayor Gamba voting “aye.” [5:0]

**RESOLUTION No. 14-2016:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, CREATING AN URBAN RENEWAL ADVISORY GROUP TO ASSIST WITH THE PREPARATION OF AN URBAN RENEWAL PLAN ENCOMPASSING THE DOWNTOWN AND CENTRAL MILWAUKIE**

**Community Development Block Grant (CDBG) Intergovernmental Agreement (IGA) – Resolution [removed from Consent Agenda for Discussion]**

**Mr. Eaton** reported that City Attorney Shelby Rihala had proposed three changes to the IGA. These were page 5, new section 8.a requiring that the work must meet the City’s standards before the City accepts it; page 5, new section 8.b that added the requirement about pursuant to City standards; and page 7, section C in section 8A having to do with meeting City standards. He assumed the County had accepted the amendments and adopted the revised version.

It was moved by Councilor Power and seconded by Council President Batey to approve the Resolution authorizing the Mayor to sign an intergovernmental agreement (IGA) between the City of Milwaukie and Clackamas County Department of Health, Housing and Human Services Community Development Division for a Community Development Block Grant (CDBG) as amended by the City Attorney and outlined by Councilor Power.

**RESOLUTION No. 15-2016:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF MILWAUKIE AND CLACKAMAS COUNTY DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES COMMUNITY DEVELOPMENT DIVISION FOR A COMMUNITY DEVELOPMENT BLOCK GRANT.**

**PUBLIC HEARING**

None scheduled.

## OTHER BUSINESS

### A. Library Services Expansion Ballot Measure

**Ms. Newell, Scott Barbur, Library Services Expansion Task Force (LSETF) Chair, and Troy Ainsworth, FFA Architecture and Interiors,** provided the report to Council. The Task Force met and voted unanimously to recommend to the Council that it proceed with a \$9.2 million bond measure.

**Mr. Barbur** reported that members of the Task Force had met with the City Council earlier to discuss the polling results. The LSEFT discussion at its February 1, 2016, meeting centered on what was needed for the community and the bond amount that was likely to pass. A bond in the amount of \$9.2 million would fit nicely into a spot along with the \$1 million in County funds, and the LSETF recommended that amount to the City Council.

**Councilor Power** said one of the LSETF members involved with the Clackamas Community College (CCC) Expansion had found that inflation costs were higher than 5%.

**Mr. Ainsworth** indicated he had observed a lot of volatility in the construction industry during the past year. The industry came back rather quickly from the recession. People believed that the volatility had to do with labor shortages within the trades. It was not a predictable situation. If the City Council wanted to be conservative, then it might consider a 7% inflation factor rather than 5%.

**Council President Batey** supported the Committee recommendation, but she was concerned that the costs for retrofitting the old building were not known. She asked if \$10.2 million would do the job.

**Mr. Ainsworth** replied there were always unforeseen conditions in older buildings. A study like this did not look at things in detail, so the cost estimating was a rough order of magnitude (ROM) based on square footage. It was considered as a major renovation. It was assumed the building envelop and structure would remain and that the interior would be largely renovated and the mechanical systems and building structure would be upgraded. The original Library was built in the 1960's, and those buildings did not tend to have the seismic problems of older buildings. He had based his recommendations on the three parts of the project. These were costs related to a major renovation of the existing Library and the Pond House and new construction. He broke the project down into its major components and applied prudent numbers to come up with the ROM, major renovation, and new construction and soft costs for things like furniture and phasing the work. Certain strategies were implemented in the recent iteration to save costs. The existing Library would remain open during new construction, followed by the renovation of the Pond House, and lastly renovation of the existing Library. Mr. Ainsworth discussed long term energy efficiency for civic buildings and noted that LEED certification was not specifically included.

**Mr. Monahan** said the ballot title would be on the February 16, 2016, City Council agenda for adoption.

**Councilor Power** noted that the Board of County Commissioners had not voted on the communications measure, so it was not set for the May ballot at this time. The County's initial polling only showed 23% of the voters in support, and even at the \$10 million level, Patinkin's research showed that the Library had 50% support. On a parallel level, Oregon City was adding 22,000 square foot new construction and renovating the Carnegie Library in the amount of \$10.5 million.

**Council President Batey** supported the recommendation, but she was concerned about how ballot measure would be written and if the specific size were emphasized.

**Mr. Ramis** thought it would be a good idea to use words like “approximately” to offer the City some flexibility.

**Ms. Newell** said she thought they would use language about enlarging the facility and not calling out a specific square footage.

**Councilor Power** said in terms of Council’s giving an indication of cost figures she thought it was heartening that the Task Force voted unanimously on this figure and that it communicated the actual need. She was comfortable supporting it as well, and although that was the point at which the polling numbers started to go down, she felt a factual case could be made to the community.

**Council President Batey** still had some concern that the polling results painted a rosy picture, but she thought it was entirely possible to pass the bond measure.

**Councilor Parks** thought there was a lot of passion in the community for a well-served Library.

**Councilor Churchill** said as having served as the past Chair of the LSEFT and looking at the cost estimating, he would personally lean toward \$9.6 million because of the complexity of the project. He would support \$9.2 million, and he felt there would be a lot of support.

**Councilor Power** briefly commented on election law restrictions for employees and appointed advisory board members once the measure was on the ballot and noted that City Council members as elected officials were free to speak for community outreach.

### **B. Level 3 Franchise Agreement – Ordinance**

**Ms. Camors** introduced Reba Crocker recently hired as the Rights of Way and Contract Coordinator. Ms. Camors discussed the proposed franchise agreement and the agreement with Time Warner that expired in December 2015. Level 3 purchased Time Warner in 2014. There have been no negative interactions, and the City received its franchise payments timely. She outlined some of the changes to the proposed agreement that were similar to other telecommunications agreements recently approved by the City Council.

**Mayor Gamba** asked if there should be a fee charged for right of way permits if there were more projects.

**Ms. Camors** noted the City was paid a 7% franchise fee.

**Mr. Easton** estimated it would cost more in staff time to charge fees than to issue permits at no cost.

**Council President Batey** understood from the agreement that Level 3 could conceivably come in and install more.

**Ms. Crocker** said most municipalities in Oregon do not charge cable operators who were already in the rights of way because it was a large drain on staff resources. Typically the providers were upgrading what was already in the right of way which benefitted the customers.

**Ms. Camors** discussed the abandonment clause and explained it could not be abandoned in place without the approval of the Engineering Director.

**Ms. Crocker** added that companies did not typically abandon systems.

**It was moved by Council President Batey and seconded by Councilor Parks to approve the first and second readings by title only and adoption of the Ordinance granting to Level 3 Communications Limited Liability Company on behalf of itself and its operating affiliates (“Level 3”), a non-exclusive franchise to operate and maintain a telecommunications system (“The System”) in the City of Milwaukie,**

Oregon ("The City"). Motion passed with the following vote: Councilors Batey, Parks, Power, and Churchill and Mayor Gamba voting "aye." [5:0]

Mr. Monahan read the Ordinance two times by title only.

Ms. DuVal polled the Council: Councilors Batey, Parks, Power, and Churchill and Mayor Gamba voting "aye." [5:0]

**ORDINANCE No. 2113:**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, GRANTING TO LEVEL 3 COMMUNICATIONS LIMITED LIABILITY COMPANY ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES ("LEVEL 3"), A NON-EXCLUSIVE FRANCHISE TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM ("THE SYSTEM") IN THE CITY OF MILWAUKIE, OREGON ("THE CITY").**

**C. Riverfront Park Bridge Update.**

Mr. Eaton reported on the damage sustained by the bridge during the recent weather events. He summarized the final geotech report, the Oregon Department of Transportation (ODOT) bridge inspection report, and a staff memo responding to the questions related to temporary access to the boat ramp from Washington Street. The bridge at the southern approach suffered major damage in the undermining of the wing walls and approach structures. The bridge that was built in the 1950's had no support other than spread footings, and the ODOT report indicated up to 31 inches of scour putting the footings 31 inches above the streambed. At this time it was unknown if the scour had gone below the Bridge footings. The Bridge was not designed to seismic standards, and Mr. Eaton discussed the makeup of the soil. He summarized the options that had been identified including permanent repair and bridge replacement. If one looked at the cost analysis, the permanent repair option would not include temporary mitigation measures. In the replacement option, Mr. Eaton had included temporary repair and temporary access that would open the boat ramp in time for Spring Chinook season. He noted that the Oregon Marine Board (OMB) may have some funds available in order to get the ramp open for spring fishing. The least expensive solution would likely be precast concrete panels placed on driven piles with some decorative elements. No one was sure when the structure was built, but typically bridges were designed a 75 year life. The additional length had to do with the scour problem. He noted future design options could be considered in order to remove the Kellogg Creek dam. He discussed support of the Trolley Trail.

Mr. Eaton recommended declaring an emergency for purchasing and contract administration purposes due to the short timeframe and the desire to be open for spring fishing while a contract was being negotiated for the new structure. He compared the costs of permanent repair and replacement. There was a funding gap, and he noted there were loans from the Special Public Works Fund (SPWF) and ODOT Immediate Opportunity Funds (IOF). FEMA funds could only go toward the \$870,000 permanent repair option. He commented on some of the drawbacks related to the use of federal funds.

Councilor Power supported the bridge replacement option with the temporary repair and access.

Mayor Gamba was having difficulty with how much would be spent on temporary access.

There was consensus on the bridge replacement option.

It was moved by Councilor Power and seconded by Councilor Churchill to move forward with the bridge replacement option at Riverfront Park as outlined in the Staff Report in an emergency situation. Motion passed with the following vote:

9600

**Councilors Batey, Parks, Power, and Churchill and Mayor Gamba voting “aye.” [5:0]**

**Mayor Gamba recessed the Regular Session at 7:50 p.m. and reconvened the Regular Session at 7:56 p.m.**

#### **Management Market Pay Results Discussion**

The group continued its work session discussion of management compensation and an implementation date.

**It was moved by Councilor Parks and seconded by Councilor Churchill to adopt the findings of the management compensation study effective January 1, 2016. Motion passed with the following vote: Councilors Batey, Parks, Power, and Churchill and Mayor Gamba voting “aye.” [5:0]**

#### **D. Council Reports**

**Councilor Parks** and **Councilor Churchill** attended the Milwaukie Downtown Business Association (MDBA) meeting during which the members discussed their goals for the upcoming year. Councilor Parks participated in the Linwood Neighborhood District Association (NDA) adopt a road effort, and she announced that the North Clackamas Chamber of Commerce was moving to Monterey Avenue to make room for the construction of the Clackamas Community College (CCC) Harmony Campus.

**Council President Batey** announced the upcoming Spring Park planting party as well as clean up events at Tideman Johnson Park and the 3 Creeks Natural area. There will be a kickoff meeting for the September Sunday Parkways Event at Milwaukie City Hall on February 6.

**Councilor Churchill** said there was a great turnout of enthusiastic members for the MDBA meeting.

**Mayor Gamba** thanked those who participated in the Spring Park planting event and congratulated the Linwood NDA on its adopt a road program. He encouraged people to submit their applications for the 2015 Ed Zumwalt Volunteer of the Year award and to become involved with the Hector Campbell Community Garden. There had been a number of inquiries related to the City's water quality as a result of recent problems in Flint, MI. He was happy to report that the City of Milwaukie had recently been designated by the State of Oregon as providing its residents with an outstanding water source.

#### **ADJOURNMENT**

**It was moved by Councilor Parks and seconded by Councilor Power to adjourn the regular session. Motion passed with the following vote: Councilors Batey, Parks, Power, and Churchill and Mayor Gamba voting “aye.” [5:0]**

**Mayor Gamba** adjourned the regular session at 8:14 p.m.

Respectfully submitted,



Pat DuVal, Recorder



MILWAUKIE CITY COUNCIL  
REGULAR SESSION

City Hall Council Chambers  
10722 SE Main Street  
www.milwaukieoregon.gov

**REVISED AGENDA**  
**FEBRUARY 2, 2016**  
(Revised January 29, 2016)

2,215<sup>th</sup> Meeting

- 1. CALL TO ORDER** **Page #**  
Pledge of Allegiance.
- 2. PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS**  
None scheduled.
- 3. CONSENT AGENDA**  
These items are considered routine, and therefore, will not be allotted discussion time on the agenda; these items may be passed by the Council in one blanket motion; any Councilor may remove an item from the "Consent" agenda for discussion by requesting such action prior to consideration of that part of the agenda.
  - A. Urban Renewal Advisory Group – Resolution** **2**
  - B. Community Development Block Grant (CDBG) Intergovernmental Agreement (IGA) – Resolution** **8**
  - C. Reimbursement of Potential Tax-Exempt Expenditures – Resolution** **29**
  - D. 17<sup>th</sup> Avenue Trail Local Agency Agreement Amendment 01 – Resolution** **31-1**  
(Added to the Agenda on January 29, 2016)
- 4. AUDIENCE PARTICIPATION**  
The presiding officer will call for citizen statements regarding City business. Pursuant to Milwaukie Municipal Code (MMC) Section 2.04.140, only issues that are "not on the agenda" may be raised. In addition, issues that await a Council decision and for which the record is closed may not be discussed. Persons wishing to address the Council shall first complete a comment card and submit it to the City Recorder. Pursuant to MMC Section 2.04.360, "all remarks shall be directed to the whole Council, and the presiding officer may limit comments or refuse recognition if the remarks become irrelevant, repetitious, personal, impertinent, or slanderous." The presiding officer may limit the time permitted for presentations and may request that a spokesperson be selected for a group of persons wishing to speak.
- 5. PUBLIC HEARING**  
Public Comment will be allowed on items under this part of the agenda following a brief staff report presenting the item and action requested. The presiding officer may limit testimony.  
  
None Scheduled.

## 6. OTHER BUSINESS

These items will be presented individually by staff or other appropriate individuals. A synopsis of each item together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.

- A. **Library Services Expansion Ballot Measure** 33  
(Attachment Added on January 29, 2016)  
Staff: Katie Newell, Library Director
- B. **Level 3 Communications Franchise Agreement – Ordinance** 35  
Staff: Casey Camors, Finance Director
- C. **Riverfront Park Bridge Update** 48  
(Staff Report and Attachments Added on January 29, 2016)  
Staff: Chuck Eaton, Engineering Director
- D. **Council Reports**

## 7. INFORMATION

## 8. ADJOURNMENT

### Public Notice

Executive Sessions: The Milwaukie City Council will meet in Executive Session immediately following adjournment pursuant to ORS 192.660(2). All Executive Session discussions are confidential and those present may disclose nothing; representatives of the news media may attend as provided by ORS 192.660(3) but must not disclose any information discussed. Executive Sessions may not be held for the purpose of taking final actions or making final decisions and they are closed to the public.

The Council requests that mobile devices be set on silent or turned off during the meeting.

The City of Milwaukie is committed to providing equal access to information and public meetings per the Americans with Disabilities Act. For special accommodations, please call 503-786-7502 or email [ocr@milwaukieoregon.gov](mailto:ocr@milwaukieoregon.gov) at least 48 hours prior to the meeting.



**Regular Session  
Agenda Item No.**

**3**

# **Consent Agenda**



MILWAUKIE CITY COUNCIL  
STAFF REPORT

**RS 3. A.**  
**Feb. 2, 2016**

**To:** Mayor and City Council

**Through:** Bill Monahan, City Manager  
Alma Flores, Community Development Director

**Subject: Urban Renewal Advisory Group – Council Resolution**

**From:** Denny Egner, Planning Director

**Date:** January 15, for the February 2, 2016, Regular Session

**ACTION REQUESTED**

Adopt a resolution creating an Urban Renewal Advisory Group and appointing members.

**HISTORY OF PRIOR ACTIONS AND DISCUSSIONS**

**December 15, 2015:** The Council adopted a resolution directing staff and the consultant team to develop a draft urban renewal plan for the downtown and central Milwaukie.

**December 1, 2015:** The Council held a work session and received a presentation from Nick Popenuk of ECONorthwest regarding urban renewal feasibility in Milwaukie.

**November 3, 2015:** The Council held a work session at which the City's consultant team consisting of ECONorthwest and Elaine Howard provided an overview of issues related to urban renewal.

**June 30, 2015:** The City Council held a study session regarding their 2015 Goal to develop an urban renewal strategy for the downtown and the north industrial area.

**May 19, 2015:** The City Council adopted goals for the 2015-16 fiscal year including a goal to develop an "Urban Renewal Strategy for the Downtown and the North Industrial Area."

**BACKGROUND AND DISCUSSION**

Staff is seeking Council approval of a resolution creating advisory group for the preparation of the draft urban renewal plan. It is expected that the group will need to meet five to six times over the next six months to prepare a plan for Council adoption.

**CONCURRENCE**

No other departments reviewed the draft report.

**FISCAL IMPACTS**

The urban renewal feasibility and plan project carries out a Council goal and was included in the Community Development Department budget.

**WORK LOAD IMPACTS**

The work associated with this project is assumed to be within the normal workload capacity of the Planning and Community Development staff.

**ALTERNATIVES**

The resolution documents the Council direction to prepare an urban renewal plan. No alternative approaches have been explored.

**ATTACHMENTS**

1. Draft Resolution with Exhibits 1 and 2



**CITY OF MILWAUKIE**

*"Dogwood City of the West"*

**Resolution No.**

**A resolution of the City Council of the City of Milwaukie, Oregon, creating an Urban Renewal Advisory Group to assist with preparation of an urban renewal plan encompassing the downtown and central Milwaukie.**

**WHEREAS**, on December 15, 2015, the City Council adopted resolution no. 109-2015 directing staff and the consultant team to prepare an urban renewal plan for the downtown and central Milwaukie;

**WHEREAS**, public involvement and public engagement are important community values in Milwaukie;

**WHEREAS**, it is imperative to include community partners in the planning process so that there is a complete understanding of the impacts and benefits of urban renewal;

**WHEREAS**, the consultant's scope of work to prepare a draft urban renewal plan for the downtown and Central Milwaukie provides extensive opportunities for community discussion about district boundaries, development assumptions, financial forecasts, urban renewal projects, and impacts on taxing districts;

**NOW, THEREFORE, BE IT RESOLVED** that:

1. The City Council hereby establishes an ad-hoc Urban Renewal Advisory Group to provide advice and direction to staff, the consultant team, and the City Council during the process of developing and adopting an urban renewal plan for the downtown and central Milwaukie.
2. The Urban Renewal Advisory Group shall consist of individuals representing a variety of stakeholders and community groups as set forth in Exhibit 1.
3. The charge statement for the Urban Renewal Advisory Group is set forth in Exhibit 2.

Introduced and adopted by the City Council on **February 2, 2016**.

This resolution is effective on **February 2, 2016**.

\_\_\_\_\_  
Mark Gamba, Mayor

APPROVED AS TO FORM:  
Jordan Ramis PC

ATTEST:

\_\_\_\_\_  
Pat DuVal, City Recorder

\_\_\_\_\_  
City Attorney

**Exhibit 1**

(Draft – A final version will be provided to the Council in advance of the meeting)

<b>Milwaukie Urban Renewal Advisory Group</b>						
<b>Organization</b>	<b>Position</b>	<b>No. of seats</b>	<b>Comments</b>	<b>Name</b>	<b>Phone</b>	<b>Email</b>
City	Mayor or Council Member	1	Serves as chair	Mayor Mark Gamba	971-404-5274 (C) 503-353-9111 (W)	<a href="mailto:mark@markgamba.com">mark@markgamba.com</a> <a href="mailto:gambam@milwaukieoregon.gov">gambam@milwaukieoregon.gov</a>
City	City Manager /Assistant Manager /CD Director	1	Ex-Officio	City Manager Bill Monahan	503-786-07501	<a href="mailto:monahanb@milwaukieoregon.gov">monahanb@milwaukieoregon.gov</a>
City	Finance Director (optional)	1	Ex-Officio	Finance Director Casey Camors	503-786-7522 (W)	<a href="mailto:camorsc@milwaukieoregon.gov">camorsc@milwaukieoregon.gov</a>
City	Planning Commissioner	1	Commission Chair / Council appoints	Chair Sine Adams	971-219-8934 (C)	<a href="mailto:bones@pbworld.com">bones@pbworld.com</a>
NDA – Historic Milwaukie	Chair	1	Council appoints	Chair Ray Bryan	503-593-3336 (C)	<a href="mailto:Ray1bryan2@gmail.com">Ray1bryan2@gmail.com</a>
NDA - Ardenwald	Chair declined – alternate selected	1	Council appoints	Kim Travis	503-975-1631	<a href="mailto:Kim.travis@gmail.com">Kim.travis@gmail.com</a>
NDA – At Large	Chair	1	Council appoints	Linwood Chair Zac Perry	503-572-8636 (C)	<a href="mailto:linwoodzp@gmail.com">linwoodzp@gmail.com</a>
Downtown Business Association	Representative	1	Council selects and appoints	TBD		
Business/Property - Downtown	Owner/Representative	1 of 2	1 large & 1 small Council appoints	Neil Hankerson, Dark Horse	503-905-2320	<a href="mailto:neilh@darkhorse.com">neilh@darkhorse.com</a>
Business/Property - Downtown	Owner/Representative	2 of 2	1 large & 1 small Council appoints	Troy Reichlein, CPA and new owner of Duffy's	503-653-9592	<a href="mailto:Troy@ReichleinCPA.com">Troy@ReichleinCPA.com</a>
Business/Property	Owner/Representative	1 of 2	1 large & 1 small	DJ Heffernan representing	503-310-	<a href="mailto:djheff1@gmail.com">djheff1@gmail.com</a>

– Cent. Milwaukie			- Council appoints	the Murphy family	2306	
Business/Property – Cent. Milwaukie	Owner/Representative	2 of 2	1 large & 1 small - Council appoints	Kimberly Maguire Kimco Realty Corp Director of Real Estate - Oregon	503-709-1424 (C) 503-336-9203 (P)	<a href="mailto:KMaguire@kimcorealty.com">KMaguire@kimcorealty.com</a>
Taxing District – School District	Finance Director or Representative	1	District recommends - Council appoints	Finance department declined to be represented – request made to superintendent		
Taxing District – Comm. College	Finance Director or Representative	1	District recommends - Council appoints	Dean of Campus Services Bob Cochran, PE	503-594-6790	<a href="mailto:bobc@clackamas.edu">bobc@clackamas.edu</a>
Taxing District – NCPRD	Finance Director or Representative	1	District recommends - Council appoints	Director Gary Barth	503-742-4299	<a href="mailto:GaryBar@co.clackamas.or.us">GaryBar@co.clackamas.or.us</a>
Taxing District – Fire District	Finance Director or Representative	1	District recommends - Council appoints	Finance Director Susan Geiger	503-742-2649	<a href="mailto:Susan.Geiger@ClackamasFire.com">Susan.Geiger@ClackamasFire.com</a>
Clackamas County	Finance representative	1	County recommends - Council appoints	Asst. Director Christa Bosserman Wolfe	503-742-5407	<a href="mailto:CWolfe@co.clackamas.or.us">CWolfe@co.clackamas.or.us</a>

15 members – not counting two ex-officio members

       - not confirmed or pending

## **Exhibit 2**

### **Milwaukie Urban Renewal Advisory Group**

#### **Charge Statement**

The City Council of the City of Milwaukie has directed its staff and the City's consultant team to develop a draft urban renewal plan that encompasses the downtown and the central Milwaukie area. The Council has formed a Milwaukie Urban Renewal Advisory Group (MURAG) to assist in the process of developing the draft plan. The Urban Renewal Advisory Group is charged with carrying out the following tasks:

1. Represent the views of your organization or association at the meetings of the MURAG.
2. Communicate information about the draft Urban Renewal Plan with leadership of your organization or association.
3. Ask questions. Provide advice and comments to the staff and the consultant team through the course of the development of the draft plan.
4. Attend all meetings of the MURAG. If unable to attend a meeting, contact staff to get meeting materials and an update regarding the outcome of the meeting.
5. Come prepared to participate. Meeting materials are scheduled to be distributed one week in advance of the meeting.
6. Make a formal recommendation to the Milwaukie City Council regarding the final draft urban renewal plan.
7. Cooperate and respect the opinion of others. The Mayor or his designee shall convene and preside over meetings of the MURAG.



MILWAUKIE CITY COUNCIL  
**STAFF REPORT**

Agenda Item: **RS 3. B.**  
Meeting Date: **Feb. 2, 2016**

To: Mayor and City Council

Through: Bill Monahan, City Manager

Subject: **Community Development Block Grant IGA**

From: Charles Eaton, Engineering Director

Date: January 21, 2016

### **ACTION REQUESTED**

Adopt a resolution authorizing the Mayor to sign an Intergovernmental Agreement (IGA) with Clackamas County to receive Community Development Block Grant (CDBG) funds for the construction of Milwaukie High School Crossing and ADA Ramp Improvements.

### **HISTORY OF PRIOR ACTIONS AND DISCUSSIONS**

The City applied for CDBG funds to construct safety improvements across Washington to provide better access to Milwaukie High School in December 2014. The City also submitted for ADA Ramp Improvements at various locations during the same application process and was awarded both projects but during different budget years due to funding constraints by the County. Subsequently Clackamas County has asked us if we could accelerate both of these projects into the current fiscal year and have worked with staff to finalize the attached IGA for a combined project for both projects.

### **BACKGROUND**

The scope of the project is to enhance and promote safe pedestrian use within the City of Milwaukie by bringing 35 sidewalk ramps up to code along bus routes and heavily used streets, some of which are planned for repaving in the near future under the SSMP program. The target populations are low to moderate income Milwaukie residents and disabled Milwaukie Residents but the project will benefit the entire City of Milwaukie. The project, together with other planned improvements, will complete an ADA accessible corridor on Lake Road from the transit station to Where Else Lane and is anticipated to be part of the priority 1 corridors within the new ADA transition for the City.

The Milwaukie High School Crossing Improvement was developed from the need for improved pedestrian connectivity between the parking lots across Washington at the Milwaukie High School. This project will construct a new mid-block crosswalk directly connecting the two parking lots on each side of Washington Street, install bulb-out extensions to calm traffic and improve pedestrian visibility along with enhanced lighting.

The CDBG program provides federal funding in low and moderate income areas. This program is administered by Clackamas County Department of Health, Housing and Human Services. To be eligible a project must benefit residents of low and moderate income, prevent or eliminate blight, or meet an urgent community development need within an area serving low and moderate income households.

The project meets the CDBG funding criteria. The IGA sets out the purpose, scope, budget, financial obligations, terms and special requirements for the combined project.

The Milwaukie High School Crossing Improvement grant application was for \$85,000 (\$10,000 City funds, \$75,000 in CDBG funds). The ADA Ramp Improvement grant application was for \$137,000 (\$12,500 in City funds, \$124,500 in CDBG funds). This results in a total project cost of \$222,000 (\$22,500 in City funds, \$199,500 in CDBG funds).

The CDBG grant was awarded at \$150,000, requiring a city cash match of \$72,000 to complete the project as originally submitted. Staff has identified three intersections that are outside of the CDBG eligibility areas and have removed these from the project for an estimated \$24,000 reduction bringing the anticipated match to \$48,000.

### **FISCAL IMPACTS**

The IGA provides \$150,000 in infrastructure improvements the City could otherwise be responsible for with City funds. The IGA does obligate City FILOC, SSMP and State gas tax funds to complete the proposed improvements. The County will contribute up to \$150,000 (80%) with a city minimum match of \$37,500 (20%) plus all additional cost to complete the project over \$187,500.

### **WORK LOAD IMPACTS**

The IGA obligates staff time to provide engineering design, construction inspection and that required administering the grant. The City is also required to hire a professional Land Surveyor and file a formal right-of-way survey prior to construction. County staff will provide environmental approvals and contract administration, including contractor payments during construction.

### **ALTERNATIVES**

The City could choose not to authorize the IGA and pursue alternative funding or provide City funds for the projects identified.

### **ATTACHMENTS**

1. Resolution
2. Intergovernmental Agreement



**CITY OF MILWAUKIE**

*"Dogwood City of the West"*

**Resolution No.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MILWAUKIE AND CLACKAMAS COUNTY DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES COMMUNITY DEVELOPMENT DIVISION FOR A COMMUNITY DEVELOPMENT BLOCK GRANT.**

**WHEREAS**, THE City of Milwaukie has identified the desire to improve pedestrian accessibility throughout the City; and

**WHEREAS**, the identified pedestrian improvements meet Community Development Block Grant requirements; and

**WHEREAS**, the City submitted grant applications to the Clackamas County Community Development Block Grant program and was selected for funding under fiscal years 2016 & 2017; and

**Now, Therefore, be it Resolved** that the City Council of the City of Milwaukie authorizes the Mayor to sign an intergovernmental Agreement with Clackamas County to accept Community Development Block Grant funds for the Milwaukie High School Crossing and ADA Ramp Improvement project.

Introduced and adopted by the City Council on \_\_\_\_\_.

This resolution is effective on \_\_\_\_\_.

\_\_\_\_\_  
Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Ramis PC

\_\_\_\_\_  
Pat DuVal, City Recorder

\_\_\_\_\_  
City Attorney

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**CLACKAMAS COUNTY DEPARTMENT OF  
HEALTH, HOUSING AND HUMAN RESOURCES,  
HOUSING AND COMMUNITY DEVELOPMENT DIVISION**

**AND**

**THE CITY OF MILWAUKIE**

**I. Purpose**

- A. This Intergovernmental Agreement (this "Agreement") is entered into between Clackamas County, acting by and through its Housing and Community Development Division ("COUNTY") and the City of Milwaukie ("CITY") for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides for the design and construction of a new pedestrian crosswalk at 25<sup>th</sup> Avenue and creates bulb-out extensions to calm traffic, provide new signage, new lighting to raise awareness of pedestrians. This Agreement further provides for demolition of existing curbs and sidewalks, grading for new construction of an estimated 35 new ADA Ramps in designated intersections selected by CITY Public Works. The project is located in the City of Milwaukie. These improvements are herein referred to as the "PROJECT."
- C. The COUNTY has determined that the PROJECT is made up of two components. First component being the Crosswalk on the North side of Milwaukie High School on Washington near 25<sup>th</sup>. Second component is 35 ADA Ramps to be added in various locations within the City of Milwaukie. The COUNTY reviewed the entire area around Milwaukie High School and determined most adjacent properties are businesses and transit (i.e. Tri-Met Light Rail) Northwest, West and Southwest. Therefore, the COUNTY qualifies this PROJECT eligible for Community Development Block Grant ("CDBG") funds as a Low-Mod Clientele Benefit Activity because the targeted PROJECT areas are mixed property types (residential, commercial, transit lines) in nature. The COUNTY will review the City's most current Census Tract and Block Group information, as attached as ATTACHMENT A (1) and ATTACHMENT A (2) and incorporated by reference for the PROJECT Area Maps, provided by the CITY.

**II. Scope of Responsibilities**

- A. Under this Agreement, the responsibilities of the CITY shall be as follows:

1. The CITY shall provide all necessary supervisory and administrative support to assist the COUNTY with the completion of the PROJECT.
2. The CITY shall obtain any easements or approvals necessary to allow access onto private property through the course of the PROJECT. Acquisition of any easement shall be obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA). If assistance is needed for URA guidance, the COUNTY has a Right-Of-Way Acquisition Specialist.
3. The CITY shall provide Engineering services internally or externally for the design and construction oversight of the PROJECT. Such services shall be provided at no cost to the COUNTY. The CITY shall assume responsibility for ensuring the following:
  - a. The CITY shall employ a registered professional Engineer (herein after referred to as Engineer) to prepare all plans and specifications necessary to publicly bid the PROJECT for award to a construction contractor (herein after referred to as Contractor) and provide construction oversight including staking and surveying of the PROJECT. Any Engineering firm hired to perform these duties may donate staff time as well as donate materials for the PROJECT.
  - b. The CITY shall require any Engineering firm to maintain comprehensive general (including contractual liability) and automobile liability insurance for personal injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to Engineer's or any of Engineer's subcontractor's performance of this Agreement under the following provisions listed in the matrix below.

Minimum Insurance Requirements for Contracts with Government, Architect or Engineer:

Reason for Contract:	Commercial General Liability:	Automobile Liability Commercial:	Professional Liability:
Consulting Services/ Professional	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Design Services	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Engineers	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Professional Services	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000

- c. The Engineer shall endeavor to use good faith in order to maintain in force such coverage for not less than three (3) years following completion of the PROJECT. The CITY shall require any Engineering firm to include the COUNTY as an additional insured and refer to and support the Engineer's obligation to hold harmless the COUNTY, its officers, commissioners and employees. Such insurance shall provide 30 days written notice to the COUNTY in the event of cancellation, non-renewal, or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. The insurance company will provide written notice to the COUNTY within thirty (30) days after any reduction on the general annual aggregate limit.
  
- d. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the Engineering firm's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the contract.
  
- e. The CITY shall require any Engineering firm to furnish the COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence / \$2,000,000 general annual aggregate for malpractice

or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.

- f. The insurance, other than the professional liability insurance, shall include the COUNTY as an expressly scheduled additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance with respect to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.
- g. The CITY shall ensure that the Responsibilities of the Engineer include, but not be limited to, the following:
  - (i) During construction, the Engineer shall endeavor to guard the COUNTY against apparent defects and deficiencies in the permanent work constructed by the Contractor.
  - (ii) All reports and recommendations concerning construction shall be submitted to the COUNTY for their approval. The COUNTY agrees that no decisions affecting construction shall be made without CITY approval.
  - (iii) In the event modifications to the construction contract, which result in an increase in the contract amount, are made without the prior approval of the COUNTY, CITY shall be solely responsible for these modifications.
  - (iv) Notify the County Surveyor of the PROJECT and provide CITY, design Engineer, surveyor and contractor contacts as applicable.
  - (v) File a Pre-Construction Record of Survey with the County Surveyor prior to the PROJECT final award of the construction contract in order to identify and preserve the locations of survey monuments that may be disturbed or removed during the construction as described in ORS 209.150.

- (vi) File a post construction document with and acceptable to the County Surveyor after the construction PROJECT is completed. The Engineer is responsible to replace any property corner monuments that were disturbed or removed during construction as described in ORS 209.150.
  - 4. The CITY shall operate and maintain the improvements for public purposes for their useful life subject to the limitations on the expenditure of funds by the CITY as provided by Oregon Statute.
  - 5. The CITY shall complete and submit a Performance Measures Report following completion of the PROJECT, attached as ATTACHMENT A and incorporated by reference.
  - 6. The CITY shall complete and submit a Matching Funds Report following completion of the PROJECT, attached as ATTACHMENT B and incorporated by reference.
  - 7. Upon completion of the PROJECT, the CITY:
    - a. Agrees to accept the improvements and take ownership, including responsibility for any claims against the PROJECT from that point forward; and
    - b. Agrees to become the successor of the PROJECT construction contract and assume all of the corresponding rights and responsibilities.
  - 8. The CITY agrees to maintain ownership of the property for the life of the PROJECT.
- B. Under this Agreement, the responsibilities of the COUNTY will be as follows:
- 1. The COUNTY will appropriately bid and contract for construction of the PROJECT and with the advice of the CITY, will approve changes, modifications, or amendments as necessary to serve the public interest.
  - 2. In such contracts, the COUNTY will assume the rights and responsibilities of the owner of the PROJECT. Moreover, the COUNTY will assign a Project Coordinator to perform the following duties:
    - a. Provide PROJECT Manual Documents and Bid the PROJECT;
    - b. Award the PROJECT;
    - c. Hire the lowest responsive/ responsible General Contractor;
    - d. Issue the Notice to Proceed to General Contractor;
    - e. Process Pay Request using CDBG funds and CITY funds;

- f. Conduct on-site interviews of workers for Federal Prevailing Wage Rates for Davis-Bacon as well as review submitted Payroll Forms for the Project;
  - g. Collect all HUD required PROJECT Close-Out Documents;
  - h. Release Retainage to Contractor will occur only after the Engineer and the CITY approve and sign-off on PROJECT after the scope of work has been completed; and
  - i. Relinquish ownership of PROJECT to the CITY upon completion.
3. The COUNTY agrees to provide and administer available Federal Community Development Block Grant (CDBG) funds (CFDA 14.218) granted by the U.S. Department of Housing and Urban Development (HUD) to finance the PROJECT.
  4. The COUNTY shall conduct necessary environmental reviews described in 570.604 of the CDBG regulations for compliance with requirements of the CDBG program prior to the start of construction.
  5. The COUNTY shall provide reasonable and necessary staff for administration of the PROJECT.
- C. The COUNTY and CITY agree to jointly review and approve all design, material selection, and contract documents for the PROJECT.
- D. The COUNTY and CITY agree that in order for this PROJECT to occur, HUD has to release CDBG funds to bid and construct the PROJECT as stated in Section I(B), Purpose.
- E. The COUNTY and CITY agree to work together to schedule the PROJECT start and completion between March 2016 and November 2016.

### **III. Budget & Financial**

- A. The COUNTY will apply CDBG funds received in the amount not to exceed **\$150,000** to the PROJECT. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for the PROJECT, and in no event shall the COUNTY'S financial contribution exceed the amount finally granted, released and approved by HUD for this PROJECT.
- B. The CITY agrees to contribute the greater of:
  1. Twenty percent (20%) of the total design and construction cost of the PROJECT, or
  2. All costs for design and construction which exceed available CDBG funds budgeted (\$150,000) for the PROJECT.

3. Match credit(s) for this PROJECT must be approved by the COUNTY, and will not be a reimbursable expense. If match credit(s) items are approved by the COUNTY, the COUNTY will not reimburse the CITY in the form of a check (\$).
- C. The CITY will be credited towards the matching requirements stated in Part III.
- B. an amount equal to 15% of the final construction cost for Engineering services as detailed in Part II. A. 3. a.
- D. In the event the PROJECT can not be completed with available funds, the COUNTY and CITY will jointly determine the priorities of the improvements to be made within funding limits.
- E. The CITY agrees to provide funds for the PROJECT to the COUNTY in the following manner:
1. In the event a contractor is entitled to payments for work completed above and beyond the amount of CDBG funds received from HUD for the PROJECT, the COUNTY shall request a transfer of funds from the CITY for the amount necessary to make such payments. The CITY shall transfer funds which exceed available CDBG funds and are owed to a contractor to the COUNTY within thirty (30) consecutive calendar days of a written request.
  2. Upon receipt of written notification from the COUNTY, the CITY shall provide payment within thirty (30) consecutive calendar days to the COUNTY the funds necessary to meet the matching contribution requirement in Part III. B. All checks shall be made payable to Clackamas County, include a Project Number and be mailed to the following address:

Attn: Toni Hessevick  
Clackamas County - Finance Office  
Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045
  3. In the event that unforeseeable conditions arise which necessitate the execution of a change in the amount of the construction contract, the CITY and the COUNTY will jointly evaluate the circumstances surrounding the conditions. Upon approval by the CITY and the COUNTY, the COUNTY shall instruct the Engineer to execute a change order.
  4. Funds for the change order(s) shall be funded primarily by the CITY. The COUNTY will provide CDBG funds for change order(s) if there are still those funds available to use as outlined in Section III, A.

#### IV. **Liaison Responsibility**

The CITY will assign a project manager who will act as liaison from the CITY for the PROJECT. Steve Kelly will act as liaison from the COUNTY.

#### V. **Special Requirements**

- A. Law and Regulations. The COUNTY and CITY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Public Contracting Requirements. To the extent applicable, the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 are incorporated by this reference as though fully set forth.
- C. Relationship of Parties. Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- D. Indemnification. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the CITY agrees to indemnify, defend and hold harmless the COUNTY, its officers, commissioners, agents and employees from and against all liability, loss and costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CITY or its employees or agents, in performance of this Agreement.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY agrees to indemnify, defend and hold harmless the CITY, its officers, commissioners, agents and employees from and against all liability, loss costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the COUNTY or its employees or agents, in performance of this Agreement.

- E. Notice. Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Agreement.
- F. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any

records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

- G. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the CITY which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- H. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of the COUNTY are also expressly subject to the COUNTY receiving funds from HUD for this project and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved by HUD for this project.
- I. Conflict of Interest. No officer, employee, or agent of the CITY or COUNTY who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services.
- J. Insurance. The CITY will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all affected CITY property. The CITY will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. If applicable, the CITY shall be required to maintain flood insurance. Each party agrees to maintain insurance, or self-insurance, in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.272.
- K. Nondiscrimination. The CITY and the COUNTY agree to comply with all Federal, State, and local laws prohibiting discrimination of the basis of age, sex, marital status, race, creed, color, national origin, familial status, or the presence of any mental or physical handicap. These requirements are specified in ORS chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.

- L. Handicapped Accessibility. The CITY agrees that all improvements made under this Agreement shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in 26 CFR Part 1190 or 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.
- M. Nonsubstituting for Local Funding. The CDBG funding made available under this Agreement shall not be utilized by the CITY to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- N. Evaluation. The CITY agrees to participate with the COUNTY in any evaluation project or performance report, as designed by the COUNTY or the appropriate Federal department, and to make available all information required by any such evaluation process.
- O. Audits and Inspections. The CITY will ensure that the COUNTY, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
- P. Acquisition. If completion of the project requires acquisition of any real property the parties agree to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.
- Q. Change of Use. The CITY agrees to comply with applicable change of use provisions contained in 24 CFR 570.505 (refer to Attachment C).
- R. Reversion of Assets. Upon expiration or termination of this Agreement, CITY shall transfer to COUNTY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also for any real property under CITY'S control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to CITY in the form of a loan) in excess of \$25,000 or less based on the CDBG amount shall ensure said real property is either:
1. Used to meet one of the National Objectives in CFR 570.208 for the term of this Agreement; or
  2. Not used to meet on the National Objectives for the term of this Agreement, in which event, the CITY shall pay to COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

**VI. Amendment**

This Agreement may be amended at any time with the concurrence of both Parties. Amendments become a part of this Agreement only after the written amendment has been signed by both Parties.

**VII. Term of Agreement**

- A. This Agreement becomes effective when it is signed by both Parties.
- B. The term of this Agreement is a period beginning when it becomes effective and ending fifteen (15) years after completion of the PROJECT.
- C. This Agreement may be suspended or terminated prior to the expiration of its term by:
  - 1. Written notice provided to the COUNTY from the CITY before any materials or services for improvements are procured; or
  - 2. Written notice provided by the COUNTY in accordance with 24 CFR 85.43, included as ATTACHMENT D, resulting from material failure by the CITY to comply with any term of this Agreement; or
  - 3. Mutual agreement by the COUNTY and CITY in accordance with 24 CFR 85.44.
- D. Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CDBG funds shall remain with the COUNTY.

**VIII. Integration**

This Agreement contains the entire agreement between the CITY and the COUNTY and supersedes all prior written or oral discussions.

**IX. Severability**

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

**X. Oregon Law and Forum**

This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of laws provisions thereof.

**XI. Waiver**

The CITY and COUNTY shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

*[Signature Page Follows]*

**CITY OF MILWAUKIE**

10722 S.E. Main Street  
Milwaukie, Oregon 97222

**CLACKAMAS COUNTY**

Chair John Ludlow  
Commissioner Jim Bernard  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Commissioner Tootie Smith

Signing on Behalf of the Board.

---

Mark Gamba, Mayor

---

Richard Swift, Director  
Health, Housing & Human Services  
Department

---

Date

---

Date

---

---

## ATTACHMENT A (1) - CDBG Performance Measures Report

FOR THE PERIOD: JULY 1, 2016 TO JUNE 30, 2017

### Project Name: Milwaukie High School Crossing & ADA Ramps Improvements Project

The Service Area for this project is contained within Census Tract **XXXXXX** Block Group **X** of the City of Milwaukie portion of this Block Group is **XX.X%** Low- and Moderate-Income.

Choose all that apply:

# of persons \_\_\_\_\_ with new access to this Public Facility or Infrastructure Improvement

# of persons \_\_\_\_\_ with improved access to Public Facility or Infrastructure Improvement

# of persons \_\_\_\_\_ with access to this type of Public Facility or Infrastructure Improvement that is No Longer Substandard.

Total Number of persons assisted: \_\_\_\_\_

See Attached Project Map Area:

## ATTACHMENT A(2)

Other benefits to the service area:

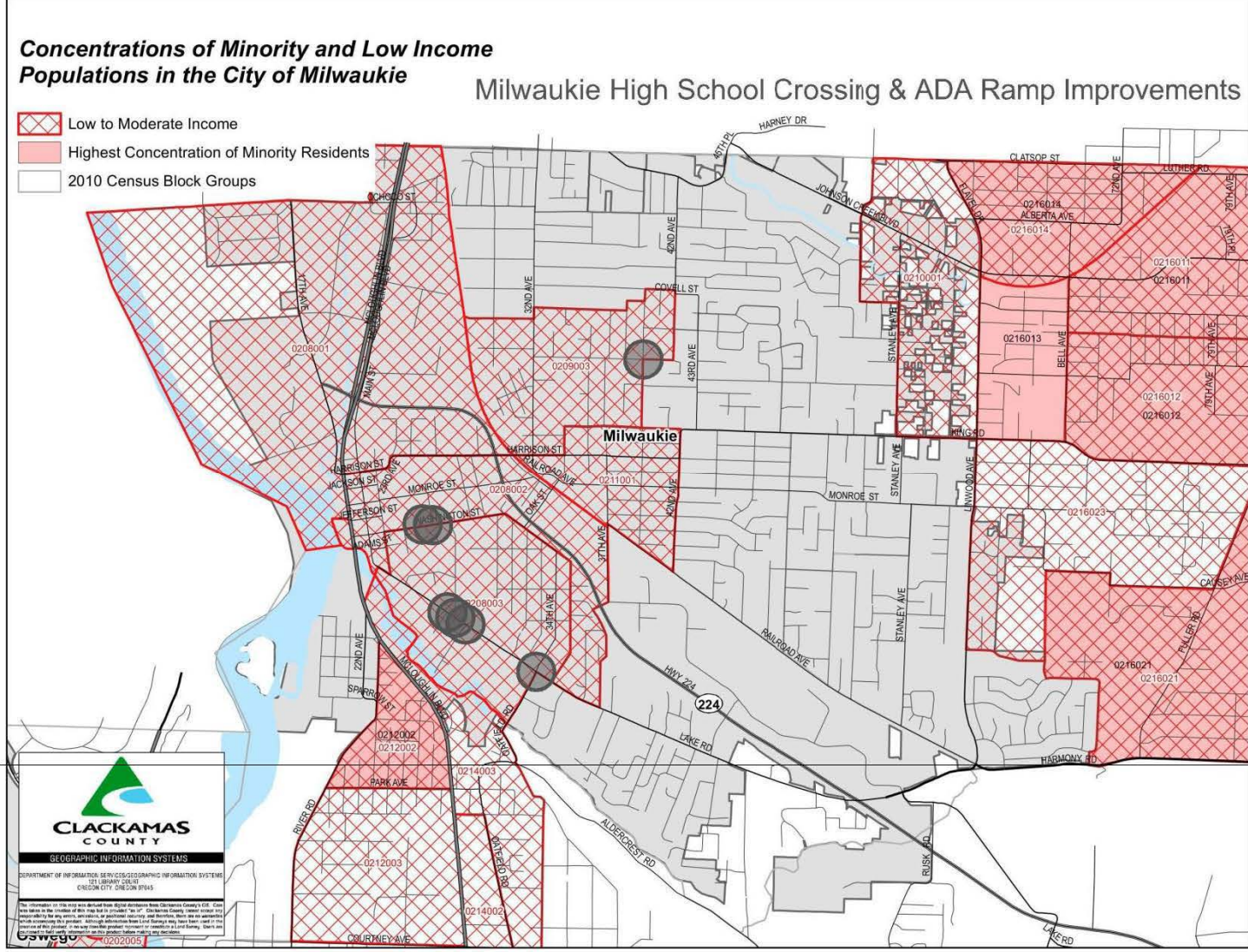
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization

# ATTACHMENT A (2) - Project Map Area



**ATTACHMENT B - CDBG Project Matching Funds Report**

**For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the Milwaukie High School Crossing & ADA Ramps Improvements Project (City of Milwaukie):**

2015-16 CDBG Funds	\$150,000 (max.)
--------------------	------------------

<b>SOURCES OF LOCAL MATCH:</b>	
Other Federal (including pass-through funds, e.g. County CDBG, State FEMA, etc.)	
	\$ _____
	\$ _____
	\$ _____
	\$ _____

State/Local Governmental Funding (e.g. State Housing Trust Funds, Local Assessment, etc.)	
	\$ _____
	\$ _____
	\$ _____
	\$ _____

Private (including recipient) Funding	
Fund Raising/Cash	\$ _____
Loans	\$ _____
Building Value or Lease	\$ _____
Donated Goods	\$ _____
New Staff Salaries	\$ _____
Volunteers (\$5/hr)	\$ _____
Volunteer Medical/Legal	\$ _____
Other _____	\$ _____

Prepared By: (Print name)

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

## ATTACHMENT C

### Change of Use

#### Excerpt from 24 CFR Part 570

#### **570.505 Use of real property.**

The standards described in this section apply to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

(a) A recipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either;

(1) The new use of such property qualifies as meeting one of the national objectives in 570.208 (**formerly 570.901**) and is not a building for the general conduct of government; or

(2) The requirements and paragraph (b) of this section are met.

(b) If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

(c) If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 570.504(**b**) (**4**) or (**5**), as applicable, shall apply to the use of funds reimbursed.

(d) Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the property no longer will be subject to any CDBG requirements.

## ATTACHMENT D

### Excerpt from 24 CFR Part 85

#### §85.43 Enforcement.

(a) *Remedies for noncompliance.* If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
- (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
- (3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,
- (4) Withhold further awards for the program, or
- (5) Take other remedies that may be legally available.

(b) *Hearings, appeals.* In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

(c) *Effects of suspension and termination.* Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after

termination which are necessary and not reasonably avoidable are allowable if:

- (1) The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
  - (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- (d) *Relationship to Debarment and Suspension.* The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to Debarment and Suspension under E.O. 12549 (see §85.35).

#### §85.44 Termination for convenience.

Except as provided in §85.43 awards may be terminated in whole or in part only as follows:

- (a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- (b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §85.43 or paragraph (a) of this section.



MILWAUKIE CITY COUNCIL  
STAFF REPORT

Agenda Item:  
Meeting Date:

**RS 3. C.**  
**Feb. 2, 2016**

To: Mayor and City Council  
Through: Bill Monahan, City Manager

Subject: **Reimbursement Resolution**

From: Casey Camors, Finance Director

Date: February 2, 2016

**ACTION REQUESTED**

Adopt a resolution declaring the City's official intent to reimburse certain expenditures from the potential proceeds of tax-exempt obligations.

**BACKGROUND**

City Council has been considering placing a bond measure on the May 2016 ballot to issue tax exempt bonds. The proceeds of these bonds would go towards funding construction of a new City library. The City may incur charges prior to issuance of the bonds. In order to be reimbursed for any incurred costs or permit fees and charges by a tax-exempt obligation prior to issuance, the City must declare its official intent to do so. The City may be reimbursed for cash expenditures up to 60 days prior to the effective date of such a reimbursement resolution.

**FISCAL IMPACTS**

If the reimbursement resolution is not adopted, the City will forgo the ability to use the potential proceeds of a tax-exempt bond issue to reimburse itself for cash expenditures made prior to the tax-exempt obligation funding.

**WORK LOAD IMPACTS**

N/A

**ALTERNATIVES**

Not adopt the reimbursement resolution, forgoing the ability to use the potential proceeds of a tax-exempt bond issue to reimburse the City for cash expenditures made prior to the tax-exempt obligation funding.

**ATTACHMENTS**

1. Reimbursement Resolution



**CITY OF MILWAUKIE**  
*"Dogwood City of the West"*

**Resolution No.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON DECLARING OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM PROCEEDS OF TAX-EXEMPT OBLIGATIONS, AND RELATED MATTERS.**

**WHEREAS**, the City of Milwaukie, Oregon (the "City") expects to incur capital expenditures (the "Reimbursement Expenditures") in connection with a library project (the "Project") prior to the issuance of tax-exempt obligations (the "Debt") to finance such Project; and

**WHEREAS**, the City reasonably expects that the Debt will be issued in an amount not to exceed \$10,000,000 and that certain of the proceeds of such Debt will be used to reimburse the Reimbursement Expenditures; and

**WHEREAS**, Section 1.150-2 of the Treasury Regulations (the "Treasury Regulations") requires the City to declare its reasonable official intent to reimburse prior expenditures for the Project with proceeds of a subsequent borrowing.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MILWAUKIE, OREGON, as follows:**

**Section 1.** Recitals. That the foregoing recitals are true and correct.

**Section 2.** Purpose of Resolution. That this resolution is adopted solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. This resolution does not bind the City to make any expenditure, incur any Debt, or proceed with the Project.

**Section 3.** Declaration of City. That the City hereby declares its official intent to reimburse itself with proceeds of indebtedness for any of the Reimbursement Expenditures incurred by it prior to incurring such Debt.

**Section 4.** Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption by the City Council and execution by the Mayor.

Introduced and adopted by the City Council on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Ramis PC

\_\_\_\_\_  
Pat DuVal, City Recorder

\_\_\_\_\_  
City Attorney



MILWAUKIE CITY COUNCIL  
**STAFF REPORT**

Agenda Item: **RS 3. D.**  
Meeting Date: **Feb. 2, 2016**

**Added Jan. 29, 2016**

To: Mayor and City Council

Through: Bill Monahan, City Manager

Subject: **17<sup>TH</sup> AVE. TRAIL  
LOCAL AGENCY AGREEMENT AMENDMENT 01**

From: Charles Eaton, Engineering Director

Date: January 27, 2016

### **ACTION REQUESTED**

Adopt a resolution authorizing the Mayor to sign Local Agency Agreement Amendment 01 with the Oregon Department of Transportation to receive Surface Transportation Urban (STP-U) funds for the construction of 17<sup>th</sup> Avenue Trail project.

### **HISTORY OF PRIOR ACTIONS AND DISCUSSIONS**

The City entered into an agreement for the 17<sup>th</sup> Avenue Trail project in September of 2013. Through the design process several unanticipated issues became apparent including the requirement to include the reconstruction of both traffic signals, the discovery of contaminated soils and additional right-of-way needs that impacted the overall project costs. In January of 2015 staff presented the projected funding gap to City Council at a council study session. The project scope was reduced and staff continued to look for additional funding. At the August 4, 2015 City Council Work Session staff presented a proposal to transfer the STP grant funds received for design services relating to the Kellogg Lake Dam Removal project to the 17<sup>th</sup> Avenue Trail project.

### **BACKGROUND**

On August 19, 2015 the City made a formal request to have the funds from the OR99E Bridge at Kellogg Lake project to the 17<sup>th</sup> Avenue Trail project. The request has been approved by Metro, ODOT and FHWA with the fund transfer made within the STIP to show the additional funds for the 17<sup>th</sup> Avenue Trail project.

The final step in completing the transfer is the execution of an amendment to the original Local Agency Agreement for the 17<sup>th</sup> Avenue Trail Project adding the additional STP-U funds to the project. These additional funds restore the project scope and provides for the completion of the project as originally intended.

### **FISCAL IMPACTS**

The Amendment adds an additional \$1,055,000 of STP-U funds to the project, and requires an additional minimum additional city match of \$120,757 and an additional (10%) overrun commitment of \$315,000. These funds have been budgeted in the upcoming budget cycle.

### **WORK LOAD IMPACTS**

None

## **ATTACHMENTS**

1. Resolution
2. Intergovernmental Agreement



**CITY OF MILWAUKIE**

*"Dogwood City of the West"*

**Resolution No.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE MAYOR TO SIGN AN LOCAL AGENCY AGREEMENT BETWEEN THE CITY OF MILWAUKIE AND OREGON DEPARTMENT OF TRANSPORTATION FOR AN AMENDMENT TO THE AGREEMENT FOR THE 17<sup>TH</sup> AVENUE TRAIL PROJECT.**

**WHEREAS**, THE City of Milwaukie has identified the desire to improve pedestrian and bicycle accessibility throughout the City; and

**WHEREAS**, the identified pedestrian and bicycle improvements meet Surface Transportation Urban Funding requirements; and

**WHEREAS**, the City submitted a request to apply additional funding to the 17<sup>th</sup> Avenue Trail project that was previously identified for the OR99E Bridge at Kellogg Lake project; and

**Now, Therefore, be it Resolved** that the City Council of the City of Milwaukie authorizes the Mayor to sign Amendment 01 to the Local Agency Agreement with the Oregon Department of Transportation to accept Surface Transportation Urban funds for the 17<sup>th</sup> Avenue Trail project.

Introduced and adopted by the City Council on \_\_\_\_\_.

This resolution is effective on \_\_\_\_\_.

\_\_\_\_\_  
Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Ramis PC

\_\_\_\_\_  
Pat DuVal, City Recorder

\_\_\_\_\_  
City Attorney

FINAL DRAFT 1/26/16

**AMENDMENT NUMBER 01  
LOCAL AGENCY AGREEMENT  
SURFACE TRANSPORTATION PROGRAM – URBAN  
SE 17th Ave Trail: SE Ochoco – SE McLoughlin (Milwaukie)**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State,” and the **CITY OF MILWAUKIE**, acting by and through its elected officials, hereinafter referred to as “Agency,” entered into an Agreement on September 25, 2013.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase total Project estimated cost, increase STP urban funds dollar limit, update State and Agency contacts and replace Attachment No. 2 Federal Standard Provisions.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

**Attachment No. 2 Federal Standard Provisions shall be deleted in its entirety and replaced with the attached Revised Attachment No. 2 Federal Standard Provisions. All references to “Attachment No. 2 Federal Standard Provisions” shall hereinafter be referred to as “Revised Attachment No. 2 Federal Standard Provisions” and by this reference made a part hereof.**

**TERMS OF AGREEMENT, Paragraph 2, Page 1, which reads:**

2. The Project will be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. The total Project cost is estimated at \$3,525,000, which is subject to change. STP urban funds for this Project will be limited to \$3,309,000. The Project will be financed with STP urban funds at the maximum allowable federal participating amount, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.

**Shall be deleted in its entirety and replaced with the following:**

2. The Project will be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. The total Project cost is estimated at \$4,700,000, which is subject to change. STP urban funds for this Project will be limited to \$4,023,998. The Project will be financed with STP urban funds at the maximum allowable federal participating amount, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.

**TERMS OF AGREEMENT, Paragraph 14, Page 4, which reads:**

14. State's Project Manager for this Project is Tom Weatherford, 123 NW Flanders Street, Portland, OR 97209, 503-731-8238, [thomas.l.weatherford@state.odot.or.us](mailto:thomas.l.weatherford@state.odot.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

14. State's Project Manager for this Project is David Arena, 123 NW Flanders Street, Portland, OR 97209, 503-731-8276, [david.arena@state.odot.or.us](mailto:david.arena@state.odot.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**TERMS OF AGREEMENT, Paragraph 15, Page 4, which reads:**

15. Agency's Project Manager for this Project is Jason Rice, Civil Engineer, 6101 SE Johnson Creek Blvd., Milwaukie, OR 97206, 503-786-7605, [RiceJ@ci.milwaukie.or.us](mailto:RiceJ@ci.milwaukie.or.us), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

15. Agency's Project Manager for this Project is Charles Eaton, Engineering Director, 6101 SE Johnson Creek Blvd., Milwaukie, OR 97206, 503-786-7605, [eatonc@ci.milwaukieoregon.gov](mailto:eatonc@ci.milwaukieoregon.gov), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Agency/State  
Agreement No. 28081-01

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #18018) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

**SIGNATURE PAGE TO FOLLOW**

DRAFT

**CITY OF MILWAUKIE**, by and through  
its elected officials

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

Date \_\_\_\_\_

By \_\_\_\_\_  
City Recorder

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**

Charles Eaton, Engineering Director,  
6101 SE Johnson Creek Blvd.  
Milwaukie, OR 97206  
Phone: 503-786-7605  
[eatonc@ci.milwaukieoregon.gov](mailto:eatonc@ci.milwaukieoregon.gov)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Technical Services Manager/  
Chief Engineer

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date: \_\_\_\_\_

**State Contact:**

David Arena, 123 NW Flanders Street,  
Portland, OR 97209  
Phone: 503-731-8276  
[david.arena@state.odot.or.us](mailto:david.arena@state.odot.or.us)

## **REVISED ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS**

### **PROJECT ADMINISTRATION**

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. Non-certified agencies must contract with State or a State certified local public agency to secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. Non-certified agencies may use a State-approved consultant to perform preliminary engineering, and construction engineering services.

### **PROJECT FUNDING REQUEST**

4. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

### **FINANCE**

5. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance

(CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or vendor, using criteria in 2 CFR 200.330.

6. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the *Local Agency Guidelines Manual* that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State.
7. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
  - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
  - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
  - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.

10. Agency shall follow the requirements stated in the Single Audit Act. Agencies expending \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, shall have a single organization-wide audit conducted in accordance with the Single Audit Act of 1984, PL 98-502 as amended by PL 104-156 and subject to the requirements of 49 CFR Parts 18 and 19. Agencies expending \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014 shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Agencies expending less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials based on the records retention period identified in the Project Agreement. The cost of this audit can be partially prorated to the federal program.
11. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
12. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and the Project Agreement. Such invoices shall identify the Project by the name of the Project Agreement, reference the Project Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one-month duration, based on actual expenses to date. All invoices received from Agency must be approved by State's Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within forty-five (45) days from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c) contract completion for construction. Partial billing (progress payment) shall be submitted to State within forty-five (45) days from date that costs are incurred. Invoices submitted after 45 days may not be eligible for reimbursement by FHWA. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the Project Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period ending on the later of six (6) years following the date of final voucher to FHWA or after resolution of any disputes under the Project Agreement. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition ((2 CFR 200.333(c)).
13. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
  - a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way

acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

- b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
14. Agency shall maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
15. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

## STANDARDS

16. Agency agrees that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with *State's Oregon Bicycle & Pedestrian Design Guide* (current version). Agency shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. Agency may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
17. Agency agrees that if the Project is on the Oregon State Highway System or State-owned facility, that design standards shall be in compliance with standards specified in the current *ODOT Highway Design Manual* and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current *Oregon Standard Specifications for Highway Construction* and current *Contract Plans Development Guide*.
18. Agency agrees that for all projects on the Oregon State Highway System or State-owned facility any design element that does not meet *ODOT Highway Design Manual* design

standards must be justified and documented by means of a design exception. Agency further agrees that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.

19. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the *Manual on Uniform Traffic Control Devices and Oregon Supplement* as adopted in Oregon Administrative Rule (OAR) 734-020-0005. Agency must obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.
20. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

## **PRELIMINARY & CONSTRUCTION ENGINEERING**

21. Preliminary engineering and construction engineering may be performed by either a) State, b) Agency, c) State-approved consultant, or d) certified agency. Engineering work will be monitored by State or certified agency to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, b) State-approved consultant or c) certified agency. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State or certified agency shall, if they prepare any of the documents identified in this paragraph, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
22. Agency may request State's two-tiered consultant selection process as allowed by OAR 137-048-0260 to perform architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects. Use of the State's processes is required to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4) and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the consultant prior to receiving authorization from State to proceed.
23. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.

24. State or certified agency shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.
25. Upon State's or certified agency's award of a construction contract, State or certified agency shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's *Manual of Field Test Procedures*, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
26. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

### **REQUIRED STATEMENT FOR United States Department of Transportation (USDOT) FINANCIAL ASSISTANCE AGREEMENT**

27. By signing the Federal-Aid Agreement to which these Federal Standard Provisions are attached, Agency agrees to adopt State's DBE Program Plan, available at [http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe\\_program.aspx#plan](http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe_program.aspx#plan). Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Project Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Project Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 United States Code (USC) 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

### **Disadvantaged Business Enterprises (DBE) Obligations**

28. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

*"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."*

29. Agency agrees to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
30. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; 2 CFR 1201, Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

## **RIGHT OF WAY**

31. Agency and the consultant, if any, agree that right of way activities shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
32. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project provided Agency or the consultant are qualified to do such work, as required by the *ODOT Right of Way Manual*, and Agency has obtained prior approval from State's Region Right of Way office to do such work.
33. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. Agency must receive written authorization to proceed from State's Right of Way Section prior to beginning right of way activities. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). Agency shall contact State's Liaison, who will contact State's Region Right of Way office for additional information or clarification on behalf of Agency.
34. Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be

subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.

35. Agency ensures that all project right of way monumentation will be conducted in conformance with ORS 209.155.
36. State and Agency grants each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

## **RAILROADS**

37. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing and at Project expense, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

## **UTILITIES**

38. Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

## **GRADE CHANGE LIABILITY**

39. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
40. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
41. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if

any there be in connection with or arising out of the Project covered by the Project Agreement.

## **MAINTENANCE RESPONSIBILITIES**

42. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

## **CONTRIBUTION**

43. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
44. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
45. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among

other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

#### **ALTERNATIVE DISPUTE RESOLUTION**

46. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

#### **WORKERS' COMPENSATION COVERAGE**

47. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. Agency shall ensure that each of its contractors complies with these requirements.

#### **LOBBYING RESTRICTIONS – pursuant to Form FHWA-1273, Required Contract Provisions**

48. Agency certifies by signing the Project Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

DRAFT



**Regular Session  
Agenda Item No.**

**6**

**Other Business**



MILWAUKIE CITY COUNCIL  
STAFF REPORT

Agenda Item: **RS 6. A.**  
Meeting Date: **Feb. 2, 2016**

To: Mayor and City Council  
Through: Bill Monahan, City Manager

Subject: **Library Bond Measure**

From: Katie Newell, Library Director

Date: January 24, 2016

### **ACTION REQUESTED**

Continue discussion of moving forward with a bond measure in May 2016 for a library expansion/renovation, reviewing cost estimate comparisons that will be handed out at the meeting.

### **HISTORY OF PRIOR ACTIONS AND DISCUSSIONS**

LSETF made recommendation to City Council to hire Patinkin Research and ProspectPDX to complete survey and polling of voters to determine advisability of going out to bond for a library expansion/renovation and when to do so, August 19, 2015.

Consultants Ben Patinkin (Patinkin Research) and Mike Selvaggio (ProspectPDX) met with City Council at their Study Session on January 21, 2016, to discuss the results of polling done January 12-14, 2016, to determine the support for going to bond in May 2016 for a library expansion/renovation project. Council asked to have another firm review the cost estimates from FFA for a 24,800 sq ft building.

### **BACKGROUND**

Ledding Library opened its doors on December 16, 1964, becoming a community focal point. During the fall of 1999, the Ledding Library Board requested permission from the City Council to develop a long range plan for the Library. The ensuing document, adopted by the Council on April 3, 2001, stated that the current facility would need to be expanded within three to seven years. No funding for the project was identified or provided and the library expansion project came to a halt.

Ten years later, on March 15, 2011, City Council authorized creation of the LETF to once again evaluate the need for an expansion of the current library.

In November 2008, voters approved a countywide library district (LINCC) in Clackamas County. The voters in Milwaukie helped carried the measure with over 67% supporting it. With the formation of the District came a one-time \$1-million contribution to each library to spend on capital improvements. This is the seed money for our expansion.

### **CONCURRENCE**

Library Director, LSETF and Library Board agree with going to bond in May 2016.

**FISCAL IMPACTS**

Moving forward with an expansion will entail a bond measure.

**WORK LOAD IMPACTS**

The Library Director and library staff's workloads will be impacted by a decision to move ahead on an expansion. But this is an impact that all will welcome.

**ALTERNATIVES**

Not expanding/renovating the Ledding Library.

**Attachments (added January 29, 2016)****1. FFA Architecture Report**



**FFA**  
Architecture  
+ Interiors

**CITY OF MILWAUKIE** | Milwaukie Ledding Library Expansion Study

September 21, 2015



## Executive Summary

---

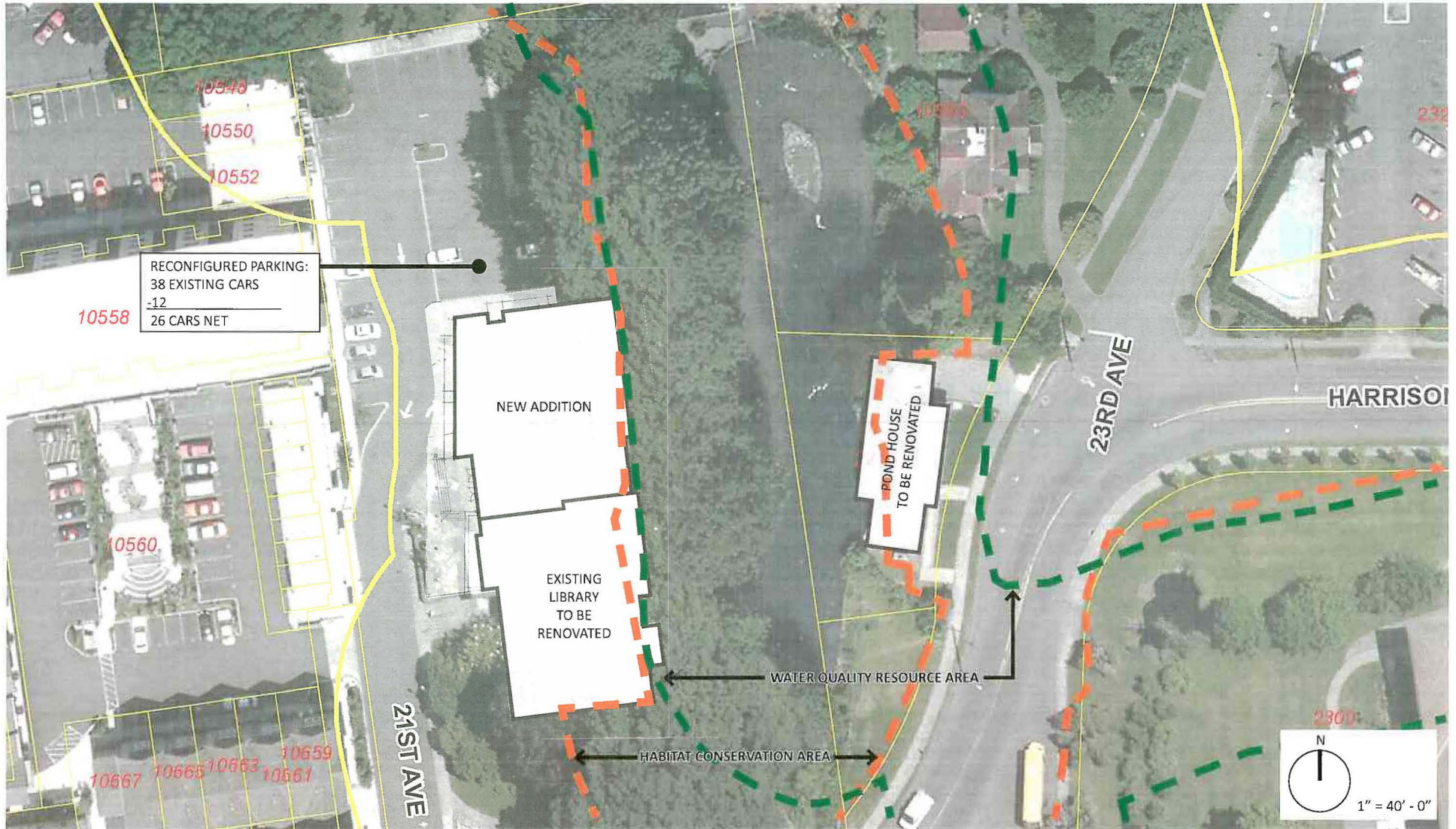
<b>Project Name:</b>	Milwaukie Ledding Library Expansion Study	<b>Date:</b>	09/21/2015
<b>Project Number:</b>	240113		

---

In July 2013 FFA Architecture and Interiors provided comprehensive needs assessment, programing, space planning and conceptual design services for the Milwaukie Ledding Library. That study projected needs out to the year 2035. Based on Oregon Library Association standards and other comparisons at the time, a gross library size of approximately 35,000 square feet was recommended to meet current and future needs. A conceptual design was produced to test the Ledding Library's ability to accommodate a building of that size on its existing site.

In June 2015 FFA was engaged in a limited capacity to update the previous work and conceptualize how a library of 22,000 to 25,000 square feet would fit the same site. It was understood that no detailed revisions to the program would be made and that capacity reductions for programmed spaces would be assumed to meet the new project sizing goals. Like the previous study, the scheme would utilize square footage of the existing library building with the exception of the Ledding House portion, which would be removed for the additions to be made. In this iteration, the Pond House would be studied for its ability to accommodate the public meeting room portions of the program. Updated cost estimates would be provided for proposed work at both the Library and the Pond House.

The conceptual design that resulted, and as illustrated on the pages herein, proposes a two-story library of approximately 24,800 total square feet. An existing building area of 11,800 is to be renovated while a 13,000 square foot addition over two floors expands the building to the north. A reconfigured and more prominent entry porch and lobby is located where the old and new portions of the building meet. The interior of the Pond House is heavily renovated to meet capacity goals for meetings and other functions, however exterior alterations of the Pond House could be very minimal. Preliminary cost assessments are presented at the end of this document. Costs are broken down by building and projected for inflation to the year 2017.



**REVISED PRELIMINARY COST ASSESSMENT**

Per the revised project scope and building configuration, FFA has developed a revised Preliminary Cost Estimate for the Ledding Library and Pond House buildings and site construction costs

It is assumed that Phase 1 construction will include building the main library addition and the renovation of the Pond House for use as a meeting place. Phase 2 construction includes a major renovation of the existing library facility.

This estimate is developed in two sections: Construction Cost and Project Cost.

**Construction Cost:** The amount of the project funds that should be allocated for actual construction of the building and site. These typically include all costs related to construction and the contractor's overhead costs such as: materials, equipment, labor, insurance, bonds and other contractor management expenses.

**Project Cost:** These are additional funds budgeted to address indirect expenses required to complete the entire project. These typically include all costs related to the project such as: Construction Cost, project contingency, fees, permits, administration, moving, temporary relocation, interest, furniture, fixtures, equipment, inflation, and other related expenses

**CONSTRUCTION COST BUDGET ESTIMATE:**

NOTE: We are still assuming a "Major Renovation" of the existing building with phased construction.

**Construction Cost Budget estimate:**

(Phase 1) Renovation of the Pond House*	\$200.00 PSF
(Phase 1) New construction*	\$310.00 PSF

**Construction Cost Budget estimate:**

(Phase 2) Renovation of the existing building**	\$200.00 PSF
---	--------------

Total program area:	26,740 square feet		
• Existing Building Area to be renovated:	11,800 square feet	x \$200.00 =	\$2,360,000.00
• Pond House renovation	1,940 square feet	x \$200.00 =	\$388,000.00
• <u>New Building area:</u>	<u>13,000 square feet</u>	<u>x \$310.00 =</u>	<u>\$4,030,000.00</u>
• Total Construction Cost			\$6,778,000.00

**PROJECT COST BUDGET ESTIMATE**

Project Cost Budget typically include:

Indirect Project Cost (estimated) 25% of Construction Cost (Includes: administration, permits, fee, construction inspections, utility permits and fees, architectural and engineering fees, reimbursable expenses, security system, telecommunication systems, special consultants, and owner's project contingency)	25% of \$6,778,000.00	\$1,694,500.00
---	-----------------------	----------------

Furniture, Fixtures and Equipment (estimated) 10% of construction cost (Includes: furniture, loose tables, chairs, book shelving systems and miscellaneous furnishings)	10% of \$6,778,000.00	\$677,800.00
--	-----------------------	--------------

Our new scheme assumes the existing library will be occupied while the addition is built. This will somewhat increase construction costs (assume 2% of Existing Library Addition and Renovation = \$6,390,000 x .02) but eliminate the relocation costs in the prior estimate. Cost includes extra dust control, off hours work for noise abatement, life safety precautions, other schedule and general conditions costs \$127,800.00

Total Preliminary Project Cost 2015	\$9,278,100.00
<u>Inflation Factor** to summer of 2016 - 5% yr</u>	<u>\$463,900.00</u>
Total Preliminary Project Cost 2016	\$9,742,000.00
<u>Inflation Factor** to summer of 2017 - 5% yr</u>	<u>\$487,100.00</u>
Total Preliminary Project Cost 2017	\$10,229,100.00
<b>TOTAL PRELIMINARY PROJECT COST 2017</b>	<b>\$10,229,100.00</b>

\* 2015 Construction Cost per square foot based on similar projects in the region.  
\*\* Add 5% per year for inflation.





MILWAUKIE CITY COUNCIL  
**STAFF REPORT**

**RS 6. B.**  
**Feb. 2, 2016**

To: Mayor and City Council  
Through: Bill Monahan, City Manager

Subject: **Level 3 Communications, LLC Franchise Agreement**

From: Casey Camors

Date: February 2, 2016

**ACTION REQUESTED**

Adopt ordinance granting Level 3 Communications (Level 3), a limited liability company qualified to do business in the State of Oregon, a franchise to construct, operate and maintain a telecommunications network within the City of Milwaukie Oregon.

**HISTORY OF PRIOR ACTIONS AND DISCUSSIONS**

December 2005 – City Council adopted Ordinance 1956 Time Warner Telecom of Oregon, LLC, a nonexclusive franchise which expired on December 7, 2015.

2014 – Level 3 purchased Time Warner Telecom.

**BACKGROUND**

Level 3 Communications, LLC is a provider of global communication services, creating solutions that strengthen the growth, efficiency and security of businesses around the world. Level 3 started as part of a subsidiary of a construction company that created one of the first competitive local exchange carriers, MFS Communications.

By 1998, Level 3 shifted its business to the development of a facilities-based, end-to-end communications network optimized to provide IP communication services.

Today, Level 3 builds, operates and maintains a global communications network to deliver managed solutions for enterprises, carriers and governments.

As a Fortune 500 company and a Tier 1 Internet operator, Level 3 offers fiber-based infrastructure and data center solutions, IP-based voice and data communications, wide-area Ethernet services, video and content distribution, security solutions, and cloud-based solutions. Level 3 employs over 10,000 employees worldwide and connects more than 500 markets in over 60 countries across owned fiber networks on six continents, connected by extensive undersea facilities.

Over the previous agreement term, the following has taken place:

1. The City and Level 3 have honored the agreement and enjoyed a good working relationship.
2. Level 3 has been a good partner in working in the City's right-of-way.
3. The City has received prompt franchise fee payments.

Over the past two months, the City and Level 3 have negotiated the proposed telecommunications agreement in good faith and the agreement has been edited to be in compliance with current laws and regulations. The proposed agreement is effective as of March 2, 2016 with a ten (10) year term expiring on March 2, 2026 with two five (5) year automatic renewals unless notice to terminate is received at least sixty (60) days prior to the renewal.

All current telecommunication franchise agreements held by the City will remain in place and the addition of this agreement should continue to provide customers with competitive options.

In compliance with the Comcast franchise agreement, this Level 3 franchise agreement offers terms and conditions that are reasonably comparable to those set forth in the Comcast franchise agreement effective June 15, 1999.

#### **CONCURRENCE**

The telecommunications franchise agreement has been reviewed and approved by the City Attorney and the City Engineer.

#### **FISCAL IMPACTS**

The City of Milwaukie will be compensated for continuing to grant permission to Level 3 for use of the streets and public ways of the City for construction, operation and maintenance of the system. Compensation will be 7% of the gross revenues.

#### **WORK LOAD IMPACTS**

Telecommunications companies typically require City engineering permits, from time to time, to construct and repair facilities in the right-of-way. It is the policy of the City for the Engineering Department to process franchise-related engineering permits at no cost to the franchisee (usually \$150), increasing the Engineering work load a small amount but not requiring additional resources. Allowing automatic renewals of the agreement is expected to reduce staff time in renegotiation this agreement without limiting the ability to change the agreement should the need arise.

#### **ALTERNATIVES**

Not granting this franchise would limit Level 3's ability to operating in Milwaukie, Oregon and would discontinue franchise fees received from Level 3.

#### **ATTACHMENTS**

1. Ordinance granting Level 3 Communications, LLC a franchise to construct, operate and maintain a telecommunications network with the City of Milwaukie



**CITY OF MILWAUKIE**

*"Dogwood City of the West"*

**Ordinance No.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, GRANTING TO LEVEL3 COMMUNICATIONS LIMITED LIABILITY COMPANY ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES ("LEVEL 3"), A NON-EXCLUSIVE FRANCHISE TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM ("THE SYSTEM") IN THE CITY OF MILWAUKIE, OREGON ("THE CITY").**

The City hereby ordains that it is in the public interest to grant Level 3 Communications LLC a Franchise to operate the System pursuant to the terms and conditions contained herein.

**Section 1. Rights Granted**

- A. The City of Milwaukie ("City") grants to Level 3 Communications, LLC ("Level 3") and its successors a nonexclusive franchise to operate as a competitive telecommunications provider as defined by ORS 759.005 within the City as it now exists or may be extended in the future. The franchise includes the privilege to install, maintain and operate poles, wires, fixtures, equipment, underground circuits necessary to supply telecommunications services, upon, over, along, under, and across the streets, alleys, roads and other public ways, parks and places. Nothing in this agreement limits the City from granting others the right to carry on activities similar to or different from the ones described in this agreement.
- B. All facilities in possession of Level 3 currently located within rights of way are covered by this agreement and are deemed lawfully placed in their current locations. The City may require relocation as further specified in Section 7 of this agreement.

**Section 2. Term**

- A. The term of this agreement is ten (10) years commencing on the date of acceptance by Level 3, but no sooner than thirty (30) days after the passage of this Ordinance. The agreement shall remain in effect for ten (10) years unless sooner terminated as provided in this agreement.

- B. Level 3 shall be entitled to automatic renewal of its franchise for two (2) additional five (5) year terms, up to ten (10) years, unless either party gives notice prior to sixty (60) days from the expiration of the term of the party's intent to terminate. As a condition of each automatic renewal, the City may, upon written notice provided to the City at least sixty (60) days prior to the renewal, require Level 3 to:
- a. Pay additional compensation, or pay compensation calculated in a different manner, for the rights granted by the franchise. Any additional or new compensation requirement shall be consistent with the requirements imposed on other similarly situated grantees at the time of renewal.
  - b. Comply with any amendments to the City's utility franchisee fee and public utility codes that the City has adopted since the franchise was granted.
  - c. Agree to amendments to the franchise based on changes to state or federal law; and
  - d. Execute a modification agreement setting forth all such amended terms of the franchise.
- C. Within thirty (30) days after the passage of this Ordinance by the City, Level 3 shall file an unqualified written acceptance thereof with the City Recorder; otherwise the Ordinance and the rights granted herein shall be null and void.

Section 3.     **Construction Work**

- A. Before Level 3 conducts work involving excavation, new construction including placement of new wires or major relocation work in public rights of way, property or places, Level 3 shall apply for a permit from the City, which permit shall not be unreasonably withheld, conditioned, or delayed and shall comply with any special conditions relating to scheduling, coordination and public safety as determined by the City Engineer. Special conditions would include work being done in the right of way by the City or other third parties and may include a requirement that the facility be placed underground. Work could include open cuts, boring, excavations, and digging new pole holes in streets or sidewalks in the right of way. In emergencies, Level 3 may conduct emergency work at any time and must provide the City Engineer with written or oral notice of emergency work as soon as reasonably possible, no later than five (5) business days after the emergency work has commenced.
- B. The Level 3 shall file preliminary maps or drawings of its proposed construction work within the City with the City Engineer showing the location of the construction, extension or relocation of its facilities and services in public rights

of way, property or place of the City. In emergencies, Level 3 will provide the City Engineer a map of any excavations, repavings, and new facilities conducted on an emergency basis within 30 days of completion of the work. No facility may be placed other than in a location approved by the City, except in the event of an emergency.

- C. **Reasonable care.** All work by Level 3 within the right of way shall be conducted with reasonable care and with the goal of eliminating or minimizing the risk to those using City right of way and to eliminate or minimize the risk of damage to public or private property. All work shall be performed in accordance with all applicable laws and regulations. Any work within the right of way may be inspected by the City and its officers to determine whether it has been placed in its approved location. If emergency work has been done and is determined to be in a place not approved by the City, the City will notify Level 3 and Level 3 shall have 60 days following notification by the City to correct the work. If Level 3 fails to correct the work in a timely manner to City standards, the City may cause the work to be corrected and Level 3 shall be liable to the City for all actual costs incurred.

#### Section 4. **Supplying Maps**

Level 3 shall maintain maps and data pertaining to its facilities located in Milwaukie, Oregon. With 5 business day prior notice and without charge, Level 3 shall furnish current maps to the City in pdf format, showing the location of Level 3's facilities, including fiber cable and electrical systems, used in operating Level 3's transmission and distribution facilities within the City's Urban Growth Boundary area served by Level 3. The City will not sell or transmit Level 3 maps or data to third parties unless permitted by Level 3 or as required by law. The City will make available to Level 3 any City-prepared maps or data.

#### Section 5 **Excavation**

Subject to Sections 3 and 6 of this agreement, Level 3 may make all necessary excavations within any right of way for the purpose of installing, repairing or maintaining any facility. Assuming sufficient right of way, all poles shall be placed between the sidewalk and the edge of the right of way unless another location is approved by the City Engineer. Level 3 shall take all reasonable precautions to minimize interruption to traffic flow, damage to property or creation of a hazardous condition.

#### Section 6. **Restoration after Excavation**

Except as otherwise provided in this section, Level 3 shall restore the surface of any right of way disturbed by any excavation by Level 3 to the same condition it was in prior to its excavation. In the event that Level 3's work is coordinated with other construction work in the right of way, the City Engineer may excuse

Level 3 from restoring the surface of the right of way, provided that, as part of the coordinated work, the right of way surface is restored at least to the condition it was in prior to any excavation. All restoration of right of way surface shall be subject to the approval of the City Engineer, who may issue an order requiring correction of the restoration work. If the correction order is not complied with within 60 days or such other time as may be specified in the order, the City may restore the surface of the right of way, in which case Level 3 shall pay the City for the reasonable cost of resurfacing, including all administrative costs of resurfacing and of issuing the correction order.

Section 7.     **Relocation**

- A.     **Permanent Relocation - General.** In accordance with ORS 221.420, City may by written order require Level 3 to move any facility in the right of way. If the relocation is the result of a public project, Level 3 shall be responsible for the costs of relocation; however, when the City requires more than one permanent relocation in the period of two calendar years, and both the initial and subsequent relocations are for public projects and not at the request of or to accommodate a private party, the initial relocation shall be at the expense of Level 3 and subsequent relocations occurring less than two years after the initial relocation shall be at the expense of the City. If the relocation is required to accommodate a private party development or project, Level 3 shall have the right to seek reimbursement from the private party. The City shall not be responsible for the costs of relocation of any of Level 3's facilities except as otherwise provided in this Section.
  
- B.     **Permanent Relocation - Under grounding.** As permitted by applicable law, administrative rule, or regulation, the City may require Level 3 to remove any overhead facilities and replace those facilities within underground facilities at the same or different locations subject to Level 3's engineering and safety standards. The expense of such a conversion shall be paid by Level 3, and Level 3 may recover its costs of from its customers in accordance with state law, administrative rule, or regulation. Nothing in this paragraph prevents the City and Level 3 from agreeing to a different form of cost recovery consistent with applicable statutes, administrative rules, or regulations on a case-by-case basis, including but not limited to the creation of an underground assessment district pursuant to ORS 758.210 et seq.
  
- C.     **Temporary Relocation at Request of Third Parties.** Whenever it is necessary to temporarily relocate or rearrange any facility of Level 3 to permit the passage of any building, machinery or other object, Level 3 shall perform the work on 60 days' written notice from the persons desiring to move the building, machinery or other object. The notice shall: (1) bear the approval of the City Engineer; (2) detail the route of movement of the building, machinery, or other object; (3) provide that the person requesting the temporary relocation, if other than the City, shall be responsible for Level 3's reasonable costs; (4) provide that the requestor,

if other than the City, shall indemnify and hold harmless the City and Level 3 from any and all damages or claims resulting from either the moving of the building, machinery or other object or from the temporary relocation of Level 3 facilities; and (5) if other than the City, be accompanied by a cash deposit or other security acceptable to Level 3 for the reasonable costs of relocation. Level 3, in its sole discretion, may waive the security. The cash deposit or other security shall be in an amount reasonably calculated by Level 3 to cover Level 3's reasonable costs of temporary relocation and restoration.

- D. **Temporary Relocation at Request of City.** In accordance with ORS 221.420, the City may require Level 3 to remove and relocate its facilities in any public rights of way, property or place in the City by giving notice to Level 3. Prior to such relocation, the City agrees to attempt to provide a suitable location which includes a minimum or maximum square footage set by Level 3 and the required easements from private property owners for such relocated facilities sufficient to maintain service. The cost of removal or relocation of its facilities for public projects shall be paid by Level 3. In the event that any relocation is requested by or is to accommodate a private party, Level 3 shall seek reimbursement from the private party and not from the City. The City and Level 3 agree to cooperate to minimize the economic impact of such temporary relocation on each party.
- E. **Notice.** The notice required by Section 7 (A), (B), (C) and (D) shall be in writing and shall be provided at least 60 days before the date that Level 3 is required to move its facilities. The City will endeavor to provide as much notice as possible. The notice shall specify the date by which the existing facilities must be removed. Nothing in this provision shall prevent the City and Level 3 from agreeing, either before or after notice is provided, to a schedule for relocation. In the event that Level 3 fails to comply with a notice to relocate and the City and Level 3 have not reached agreement on a schedule for relocation, the City may remove or relocate Level 3's facilities that were the subject of the relocation notice at Level 3's expense.
- F. **Location for Relocated Facilities.** The City shall attempt to provide Level 3 with a suitable location in existing right of way sufficient to maintain service for all facilities required to be relocated pursuant to Section 7 (A), (B), and (D).

Section 8. **City Public Works and Improvements**

Nothing in this agreement shall be construed in any way to prevent the City from excavating, grading, paving, planking, repairing, widening, altering, or doing any work that may be needed or convenient in the City right of way. The City shall coordinate any such work with Level 3 to avoid, to the extent reasonably foreseeable, any obstruction, injury or restrictions on the use of any of Level 3's facilities.

Section 9.      **Payment by Level 3 for Use of Right of Way**

- A.      In consideration for its use of right of way and for the City's administration of the right of way, Level 3 agrees to pay the City seven percent (7%) of the gross revenue generated within the City by Level 3 from customers within the City. Gross revenue is defined in ORS 221.515 and 403.105, less net uncollectables for services rendered to subscribers within the City limits.
  
- B.      Level 3 shall pay the franchise fee quarterly on or before 45 days after the preceding quarter, with quarters ending March, June, September, and December. Payments shall be accompanied by a statement of how the total due amount was calculated. Interest on late payments shall accrue from the due date at a rate of nine percent (9%) and shall be computed based on the actual number of days elapsed from the due date until payment. Interest shall accrue without regard to whether the City has provided notice of delinquency. However, should payment be insufficient due to an error in computation, interest payments shall not begin to accrue until after the discovery of the error by Level 3 or receipt by Level 3 of notice of the error.
  
- C.      The City may audit Level 3 no more than once per calendar year while this agreement is in effect to determine the accuracy of the reporting of gross revenues. Level 3 shall make all records available to the City and any auditor retained by the City within 30 days of written request. Any difference of payment due the City following audit shall be payable within sixty (60) days after written notice to the Grantee, and shall bear interest at the lesser of the maximum rate allowed by law or the rate of nine percent per (9%) annum. In the event the audit discloses that Grantee has underpaid by more than three percent (3%) of its annual payment obligation, Grantee shall pay the City's expenses of performing the audit.
  
- D.      Should ORS 221.515 be amended to allow the City to impose a privilege tax greater than currently allowed by this agreement, the City reserves the right to increase the fee pursuant to Section 9(A) of this agreement to the maximum allowed by statute. The City agrees to notify Level 3 of the increased privilege tax in writing, 60 days prior to the date the tax goes into effect.
  
- E.      In consideration of Level 3's agreement to pay the franchise fee and the City's Public Utilities Privilege Tax, if implemented, the City shall not impose other fees or taxes on the Level 3 during the term of this Ordinance. This provision does not exempt the property of Level 3 from lawful ad valorem taxes, local improvement district assessments, or conditions, exactions, fees and charges that are generally applicable to businesses within the City as required by City ordinance.
  
- F.      The obligation to pay the franchise fee imposed by Section 9 (A) shall survive expiration of this agreement as long as Level 3 continues to exercise the rights granted in Section 1. In the event this agreement is terminated before expiration,

Level 3 shall pay the City the franchise fee through the date of termination within 90 days of the termination date.

- G. Level 3 shall be responsible for all costs associated with its work and facilities in the right of way, except as otherwise specifically provided in this agreement.

Section 10.    **Performance Bond**

Level 3 shall provide the City with a performance bond of \$25,000 as security for the full and complete performance of this franchise, including costs, expenses, damages or loss the City pays or incurs because of any failure attributable to Level 3 to comply with any codes, ordinances, rules, regulations, administrative rules or permits of the City.

Section 11.    **Vacation of Right of Way**

Whenever the City initiates any proceeding to vacate any City right of way within which Level 3 has a facility, the City will notify Level 3. The City will maintain a public utility easement for Level 3's facility, if requested by Level 3.

Section 12.    **Termination**

- A.    **By City for Nonpayment.** City may terminate this agreement and Level 3's franchise if Level 3 fails to pay the franchise fee. The City shall provide 60 days' notice of termination prior to any termination for non-payment. The agreement shall not be terminated if Level 3 pays the full undisputed amount, including interest, within 60 days of the notice. Any disputed amounts owing, including interest, shall be paid within 60 days after final resolution of the dispute between the parties.
- B.    **By City for Cause.** If Level 3 fails to comply with the terms of this agreement, the City may terminate this agreement by providing Level 3 60 days' notice of termination. The agreement shall not be terminated if Level 3 substantially complies within 60 days of the notice.

Section 13.    **Sale of Franchise**

Level 3 shall not sell or assign this franchise without the prior written consent of the City. Level 3 shall notify the City not later than 60 days prior to any intended transfer and the City will not unreasonably withhold any consent required. Level 3 shall not be required to receive the consent of the City in the event of a transfer or assignment to an affiliate entity under common corporate control or to the surviving entity in the event of a merger or acquisition of Level 3.

Section 14.    **Removal of Facilities**

Within one year of Level 3's permanent cessation of use of City's public right of way, or any portion thereof, Level 3 shall remove the affected facilities or make other arrangements reasonably acceptable to the City. Level 3 may abandon in place its facilities with written approval of the City Engineer.

Section 15.    **Hold Harmless**

The City shall not be liable for any property damage or loss or injury to or death of any person that occurs in the construction, operation or maintenance by Level 3 of its facilities. Level 3 shall indemnify, defend and hold harmless the City, its elected officials, employees, agents, and contractors, from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Level 3's performance of this franchise. The City shall: (a) give prompt written notice to Level 3 of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) permit Level 3 to assume the defense of such claim, demand, or lien. Level 3 shall not be subject to liability for any settlement made without its consent. Notwithstanding the other provisions contained herein, Level 3 shall in no event be required to indemnify the City for any claims, demands, or liens arising from the negligence or wrongful actions or inactions of the City, its officials, boards, commissions, agents, contractors, and/or employees.

Section 16.    **Insurance**

Level 3 shall, as a condition of the franchise grant, secure and maintain the following general and automobile liability insurance policies insuring Level 3 and listing the City, and its elected and appointed officers, officials, agents and employees as additional insureds:

1. Comprehensive general liability insurance with limits not less than:
  - a. Three million dollars for bodily injury or death to each person per occurrence and in the aggregate;
  - b. Three million dollars for property damage resulting from any one accident per occurrence and in the aggregate; and,
  - c. Three million dollars for all other types of liability per occurrence and in the aggregate.
2. Automobile liability for owned, non-owned and hired vehicles with a limit of one million dollars for each person and one million dollars for each accident.
3. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than one million dollars.

4. Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than three million dollars.
5. The liability insurance policies required by this section shall be maintained by Level 3 throughout the term of the telecommunications franchise, and such other period of time during which the grantee is operating without a franchise hereunder, or is engaged in the removal of its telecommunications facilities.

**Section 17.    **Limitation on Privileges****

All rights and authority granted to Level 3 by the City are conditioned on the understanding and agreement that the privileges in the right of way are not to operate in any way so as to be an enhancement of Level 3's properties or values or to be an asset or item of ownership in any appraisal thereof.

**Section 18.    **Effect of Invalidity of a Portion of this Agreement****

If any section, subsection, sentence, clause, phrase, or other portion of this franchise is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, all portions of the agreement that are not held to be invalid or unconstitutional shall remain in effect until the agreement is terminated or expired. After any declaration of invalidity or unconstitutionality of a portion of this agreement, either party may demand that the other party meet to discuss amending the agreement to adjust the relationship of the parties to conform to their original intent in entering into this agreement. If the parties are unable to agree on a revised franchise agreement within 90 days after a portion of the agreement is found to be invalid or unconstitutional, either party may terminate the agreement on 180 days' notice to the other party.

**Section 19.    **Reservation of Rights****

Neither the City nor Level 3 shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Franchise that is inconsistent with State or Federal law, as may be amended.

**Section 20.    **Definitions****

- A. "Facility" includes any poles, conduit, circuits, fiber lines, and other property necessary or convenient to the provision of telecommunications services by Level 3 within the City.

- B. "Right of way" means any right of way or public utility easement within the City and under City ownership, control or administration.
- C. "Install" means to erect, construct, build, replace or place.
- D. "Public project" means any project resulting from the City's need to provide public facilities, is a City project, or is otherwise requested by City and is made for the purpose of improving a street to City standards or other improvement for the benefit of the public.

Read the first time on \_\_\_\_\_, and moved to second reading by \_\_\_\_\_ vote of the City Council.

Read the second time and adopted by the City Council on \_\_\_\_\_.

Signed by the Mayor on \_\_\_\_\_.

---

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Ramis PC

---

Pat DuVal, City Recorder

---

City Attorney

ACCEPTANCE AND GUARANTEE

City Manager  
City of Milwaukie, City Hall  
10722 SE Main Street  
Milwaukie, OR 97222

This is to advise the City of Milwaukie, Oregon (the "City") that Level 3 Communications, LLC ("Level 3") hereby accepts the terms and provisions of Ordinance No. 15-XXXX, passed by the City Council on February 2, 2016 granting a franchise. Level 3 agrees to abide by all provisions, terms and conditions of the agreement subject to applicable federal, state and local law.

Authorized Signature: **Level 3 Communications, LLC**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



MILWAUKIE CITY COUNCIL  
**STAFF REPORT**

Agenda Item: **RS 6. C.**  
Meeting Date: **Feb. 2, 2016**

To: Mayor and City Council

**Added Jan. 29, 2016**

Through: Bill Monahan, City Manager

Subject: **BRIDGE CONDITION REPORT**

From: Charles Eaton, Engineering Director

Date: January 28, 2016

### **ACTION REQUESTED**

Provide direction to staff on the preferred approach to correct the situation at Riverfront Park and reopen the boat ramp.

### **HISTORY OF PRIOR ACTIONS AND DISCUSSIONS**

Staff has reported on the status of the investigation into extent of the damage to the access bridge and roadway to the boat dock area of Riverfront Park on December 15, 2015, January 5 and January 19, 2016.

During the January 16<sup>th</sup> discussion it was suggested that staff look into the possibility of creating a temporary access from Washington Street to allow th boat ramp to reopen for a longer duration during repairs.

### **BACKGROUND**

Staff discovered serious erosion around and under the southerly approach to the access bridge to the boat dock area of Riverfront Park on December 7, 2016 during a severe storm event and closed the bridge to traffic. During follow-up observations the erosion had increased in size and severity requiring the closure of the bridge to both pedestrian and vehicular traffic on December 15, 2015 permanently closing the boat ramp at Riverfront Park.

Staff contracted with Hart Crowser to provide geotechnical services and an analysis of the preferred alternatives to repair the bridge on December 18<sup>th</sup>, 2015. Hart Crowser provided preliminary findings on January 5<sup>th</sup>, 2016, performed subsurface borings on January 5<sup>th</sup> and January 8<sup>th</sup>, 2016 and completed there material evaluation on January 16<sup>th</sup>, 2016. A final report was provided on January 27<sup>th</sup>, 2016.

Staff has reviewed the final report and has the following observations (A detailed cost comparison will be provided at the council meeting):

Existing Bridge (Structure #22142): The existing structure was built between 1934 and 1957 to the best of our knowledge. ODOT performed a bridge inspection on September 9, 2013. The structure received a sufficiency rating of 29.8 out of 100, primarily due to the impact of scour on the substructure along Kellogg Creek. Several urgent repairs were noted, including wing wall stabilization, scour countermeasures and the need to develop a permanent scour protection. In addition, several maintenance items were

identified including protecting steel elements (corrosion protection and painting), railing repairs, deck and crack sealing. The scour was noted at 31” on the north abutment and 18” on the south abutment with footing exposure. However, no scour was observed in the area of the failure.

Temporary Repairs: Temporary repairs provide an immediate opportunity to reopen the bridge for the spring fishing season that begins around March 1<sup>st</sup>. This option is the lowest initial cost but only provides a partial solution in that additional repairs would be required during the in water work window of 2016. The solution does provide an opportunity to value engineer the ultimate repair and provides additional time to develop a more complete solution and funding package.

Staff also reviewed the idea of a temporary entrance from Washington Street. This entrance is a little more difficult than originally anticipated due to the elevation difference and the need to now have it 2-way.

Permanent Repairs: The pile wall construction, while providing a more permanent repair (20 yr. design life), fails to address the reoccurring scour problem. The existing bridge design life is the limiting factor, not the pile wall repair. The unknown condition of the scour of the existing structure under water, coupled with the condition rating of the existing bridge during the last inspection, reduces the design life expectancy of the repair. Additional repairs would be required as identified in the bridge inspection report to provide for any reliability of the existing structure. This option would require two construction phases (one to install piling and the second to perform the permanent in water work) which requires the bridge and park to be closed again during the second phase and again during eventual replacement.

Bridge Replacement: This option has the highest initial cost but provides for the greatest reliability (100 yr. design life). The option resolves several other design deficiencies in the existing structure, has a lower overall maintenance requirement, reduces the disruption to park access and would provide the first step in removing the blockage to fish passage from Kellogg Creek by removing the existing bridge which is attached to the ODOT bridge and dam.

Recommendation: Staff recommends that the City replace the bridge rather than repair the existing structure. A new structure, while a greater initial investments, will provide earthquake, scour, and loading requirements while significantly decreasing the maintenance responsibilities that exist with the existing structure. This option has the additional benefit of advancing the Council goal of restoring Kellogg Creek by removing one of the structures that blocks the stream.

Staff also recommends that the City pursue the Design-Build alternative bidding procedure due to the expediency of the needed improvements. This method would allow us to get a contractor and engineer on board to assist in the design and implementation of a temporary access (i.e.: Washington Street) to the boat ramp during the design and construction of the new permanent structure. In addition, the temporary repairs identified would be completed under an emergency contract providing permission can be obtained from the regulatory agencies to allow in water work. This is the only option that will have the structure open for spring fishing season.

## **CONCURRENCE**

The Finance Director, Community Development Director and Public Works Director concur with this recommendation.

## **FISCAL IMPACTS**

The urgency of the needed repairs and anticipated desire to have some aesthetics built into the new structure contribute to the estimated cost to build the new bridge. Using the high end of the range that estimate is \$1 million to complete all aspects of the work (short and long term temporary access, engineering and permitting, new structure and permanent access restoration). Potential funding sources are being explored such as Marine Board, Oregon Parks and Recreation Department, Infrastructure Financing Authority, CCSD, etc.

## **WORK LOAD IMPACTS**

Staff would need to utilize private consultants and manage the construction contract for this project, as well as the temporary repairs. We would hire private construction management and inspection services.

## **ALTERNATIVES**

City Council could elect to have the permanent repairs installed which would be less initial investment and potentially provide for some delay in replacement of the structure. However, the need to do additional urgent repairs still exists and does not guarantee against future damage or failure during storm events.

## **ATTACHMENTS**

1. Geotechnical Evaluation
  - . Bridge Inspection Report
  - . Temporary Access Memo



January 27, 2016

Mr. Chuck Eaton  
Engineering Director  
City of Milwaukie  
6101 SE Johnson Creek Blvd.  
Milwaukie, OR 97206

**Re: Riverfront Park Bridge Emergency Repair Geotechnical Engineering Services**  
11211 SE McLoughlin Blvd.  
Milwaukie, Oregon  
154-038-002

Dear Mr. Eaton:

Hart Crowser is pleased to present the results of our geotechnical engineering evaluation for emergency repairs at the Riverfront Park Bridge in Milwaukie, Oregon. We provided a letter to the City of Milwaukie (City) on January 5, 2016 that outlined our preliminary evaluation of alternative methods to mitigate for recent erosion at the bridge as requested by the City. We subsequently performed a subsurface exploration of the site for a more detailed evaluation. Based on this information and our discussions with the City, the City requested that we provide geotechnical engineering recommendations for the soldier pile wall as the preferred mitigation alternative. At the City's request, we have also provided information for a temporary slope revetment and bridge replacement for comparison.

This additional engineering evaluation of the preferred alternatives has been completed in general accordance with our contract with the City dated December 18, 2015.

## **Project Description and Understanding**

The project includes the existing Riverfront Park Bridge (Bridge), the southern abutment, and adjacent riverbank. The Bridge spans the outfall of Kellogg Creek into the Willamette River and connects the boat ramp and park area at Riverfront Park to the park's southern parking lot. It also provides access to the City's wastewater treatment plant. The southern parking lot was recently constructed, and the Willamette River banks (within the construction area from the bridge abutment south) were regraded and landscaped as part of that project.



The Bridge is a single-span structure that was built prior to 1957 by a logging company. Based on a 2014 scour study provided by the City, we understand that adverse scour has occurred at the bridge since construction. Both riprap and concrete surface protection have been used to address scour and erosion; however, both have failed. The resulting continued scour and erosion have caused undermining of bridge footings and pile caps and exposed the pile tops. A preliminary hydraulics analysis indicated that the 500-year scour of 25 feet may compromise the bridge structure.

A bank failure was reported on December 8, 2015, at the southwestern corner of the Bridge abutment. Due to continued heavy rains and resulting high flows, the failure continued to lose material into the Willamette River and, as of December 11, 2015, a section of the roadway was severely undermined. We visited the site and met with City personnel on December 11 to view the damage. The location of the site is shown on Figure 1. A site plan is included as Figure 2. Explorations and laboratory results are included as Attachment A. Photographs taken during our site visit are included as Attachment B.

At the time of our site visit, material had eroded from behind the southwestern abutment and approach until approximately 20 feet of the curb and asphalt road were unsupported. The erosion extended up to 8 feet beneath the roadway. Continued erosion was also observed at the confluence of Kellogg Creek with the Willamette River.

At the City's request, we completed a preliminary evaluation of options to stabilize the site and mitigate the ongoing erosion. Our preliminary evaluation was summarized in a letter report dated January 5, 2016. We reviewed a number of options for consideration and recommended that bridge replacement, temporary slope revetment, and a soldier pile wall be further evaluated after drilled borings were completed to confirm subsurface conditions. The City approved completion of the drilled boring and further consideration of mitigation options. The following report presents the results of these efforts.

## **Site Conditions**

We returned to the site on January 5 and 8, 2016, to further evaluate site conditions and complete subsurface explorations. Our findings are summarized below.

### **Surface Conditions**

At the time of our January visits no significant additional erosion was observed since our December 11 visit. Site surface conditions were essentially unchanged from those described in our January 5, 2016 summary.



## **Geologic Mapping**

The subsurface conditions at the site are mapped as Qal – Quaternary Alluvium. Qal has been described as Holocene-age, “River and stream deposits of silt, sand and gravel...largely confined to the Willamette River channel and valley bottom of tributary streams; may include local lacustrine, paludal and eolian deposits.” and Pleistocene catastrophic flood deposits consisting of, “boulders, gravel, sandy gravel, and sand consisting of Columbia River Basalt clasts (Beeson, Tolan, and Madin 1989). Underlying the alluvium and flood deposits soils are expected to be Twh – Basalt of Waverly Heights and undifferentiated sedimentary rocks of Eocene age. Twh has been described as subaerial basaltic lava flows and associated sediments that underlie the Columbia River Basalt Group in the region. Twh is typically deeply weathered in the upper 30 feet except where scoured away by flood deposits or river downcutting (Beeson, Tolan, and Madin 1989). Local well logs estimate the top of the Twh at approximately 50 to 80 feet below ground surface (bgs) (OWRD 2015). As noted in the following sections, the geologic mapping correlates well with soils encountered below anthropogenic fill at the project site.

## **Subsurface Conditions**

We explored subsurface conditions at the site by advancing one exploratory boring on the south abutment of the bridge to a depth of approximately 47.5 feet bgs. Based on our boring and the geologic information noted above, we interpret the site stratigraphy to consist of the following units (listed from shallowest to deepest): pavement section, fill, alluvium, residual soil, and basalt of Waverly Heights. These units are briefly described separately below.

### ***Pavement Section***

Boring B-1 encountered a roadway pavement section consisting of asphaltic concrete (AC) over road base aggregate. The AC was approximately 6 inches thick and underlain by approximately 6 inches of road base aggregate. The aggregate consisted primarily of 1-inch minus, angular gravel and appeared dense and well-compacted.

### ***Fill***

We encountered material that we interpret as fill from below the base course aggregate and extending to a depth of approximately 4.5 feet bgs. The fill consisted of medium dense, gray, wet, subangular to angular gravel with sand. Fill was also observed beneath the bridge deck during our surface reconnaissance which consisted of subrounded to rounded coarse gravel to small cobble-size material. These differences suggest that the fill is relatively variable, but consists mostly of granular materials, at least where such materials have been directly observed.



### ***Alluvium***

Underlying the fill we encountered silty sandy soils that we interpret to be alluvium to approximately 15.0 feet bgs. We interpret these this alluvial soil as recent Willamette River alluvium. The alluvium consisted of loose, red-brown, wet, sandy silt, silty sand to sand with silt with traces of gravel.

Standard Penetration Test (SPT) blow counts (“N-values”) in the alluvium ranged from 4 to 8 blows per foot (bpf), indicating a very loose to loose relative density. Moisture contents in the alluvium range from 26 to 34 percent. Grain size analysis indicates the fines content of the upper alluvium is 73 percent.

### ***Residual Soil***

Below the alluvium material we interpret as residual soil was encountered extending to approximately 30 feet bgs. The residual soil is derived from the basalt and sedimentary rocks of Tertiary Waverly Heights Formation (Twh). The soil was moist, gray to gray-brown, silty sand and sand with silt. The residual soil typically displayed relict rock texture with occasional pieces of weak intact basalt.

SPT blow counts (“N-values”) in the residual soil ranged from approximately 34 to 100 bpf, indicating a very dense relative density. Moisture contents in the residual soil ranged from 18 to 27 percent. Atterberg limits testing on the fines portion of the residual soil indicate the liquid limit of the alluvium is 47 and the plasticity index is 6.

### ***Basalt of Waverly Heights (Twh)***

Basalt was encountered beneath the residual soil extending to a depth of approximately 47.5 feet bgs, which we interpret as the Tertiary Basalt of Wavery Heights (Twh). The Twh was slightly weathered to predominantly decomposed, soft to medium hard, closely fractured basalt with some vesicles. The rock samples recovered were highly fractured (rubble) with generally poor recovery (10 to 60 percent) and Rock Quality Designation (RQD) values of zero. Interbedded zones of decomposed residual soil consisting of very dense, silty sand with gravel were encountered in the basalt ranging from approximately 4 inches to 2 feet thick.

### **Groundwater**

Our boring was advanced using mud rotary and wire-line rock coring drilling techniques, which do not allow direct measurement of groundwater. Wet samples were encountered in the fill and alluvium at a depth of approximately 2.5 feet bgs, which suggests that shallow infiltrating water may perch on top of the dense residual soil at least during the wet season. Although the perched water can be intermittently shallow, we anticipate that static groundwater will closely follow the level of the water surface in adjacent Kellogg Creek. Based on information from the City, the Ordinary High Water level (OHWL) in the creek is approximately elevation 19 feet.



## Geologic Hazard Evaluation

### Hazard Mapping

Seismic hazards at the site are mapped in the METRO/DOGAMI IMS-1, *Relative Earthquake Hazard Map for the Portland Metro Region, Clackamas, Multnomah, and Washington Counties, Oregon* (Mabey and others, 1997). This publication includes maps for overall seismic hazard, liquefaction, ground amplification, and seismically induced landsliding.

Mabey et. al. (1997) maps the project site as within the overall hazard Zone B, defined as “moderate to high” where relative overall earthquake hazard is mapped between Zones A (highest hazard) and D (lowest hazard).

The ground motion amplification hazard at the site is mapped as Category 3 (“high”) the highest on a four category scale from 3 (“high”) to “no hazard.” Seismically induced landsliding is mapped as no hazard, lowest of a four category scale from “greatest hazard” to “no hazard.” The hazard to the site from soil liquefaction is also shown as 1 (“low”), on the same scale. The results of our subsurface explorations are generally consistent with the published mapping, except we conclude that a higher liquefaction potential exists at the site than indicated by the mapping, as noted below.

The hazard mapping in DOGAMI Oregon HazVu, the online geologic hazards viewer, shows no significant landslide hazards present in the project vicinity.

A review of nearby earthquake faults found that the closest local fault mapped by the U.S. Geological Survey (USGS) (Personius 2002) is the northwest striking Portland Hills Fault, which is mapped passing 3/4 mile northeast of the site. Sense of displacement on the Portland Hills fault is poorly known and controversial. No fault scarps on surficial Quaternary deposits have been described along the fault trace; however, some geomorphic (steep, linear escarpment, triangular facets, oversteepened, and knickpointed tributaries) and geophysical (aeromagnetic, seismic reflection, and ground-penetrating radar) evidence suggest Quaternary displacement. No studies have identified Holocene disturbance, and no surficial expression of the Portland Hills Fault has been identified in latest Pleistocene or Holocene deposits.

The northwest striking Oatfield fault is mapped passing approximately 1 mile to the southwest of the site. The fault has also been modeled as an east-dipping reverse fault. Reverse displacement with a right lateral strike-slip component is consistent with the tectonic setting, mapped geologic relations, and microseismicity in the area. No fault scarps on surficial deposits have been described; however, exposures in a light-rail tunnel showing offset of approximately 1 Ma Boring Lava across the fault indicate Quaternary displacement. No studies have identified Holocene disturbance, and no surficial expression of the Oatfield Fault has been identified in latest Pleistocene or Holocene deposits.

Based on the distance of the site to mapped faults, surface rupture is unlikely to be a hazard at the site.



## **Site Class**

The “Site Class” is a classification based on the properties of the upper 100 feet of soil and bedrock materials at a site. Thick sequences of unconsolidated, soft sediments typically amplify the shaking of long-period ground motions, such as those associated with subduction zone earthquakes; whereas, areas underlain by shallow soil profiles are not likely to amplify seismic waves. Based on our explorations and research, a Site Class D appears appropriate for the site.

## **Seismic Shaking**

We evaluated potential seismic shaking at the site using data obtained from the USGS National Seismic Hazard Mapping Project website. The expected peak bedrock acceleration having a 2 percent probability of exceedance in 50 years (2,475-year return period) is 0.43 g. This value represents the peak acceleration on bedrock beneath the site and does not account for ground motion amplification due to site-specific effects. The peak ground acceleration (PGA) accounting for Site Class effects is  $PGAM = 0.28 \text{ g}$ .

## **Liquefaction**

Liquefaction is a phenomenon caused by a rapid increase in pore water pressure that reduces the effective stress between soil particles, resulting in the sudden loss of shear strength in the soil. Granular soils that rely on interparticle friction for strength are susceptible to liquefaction until the excess pore pressures can dissipate. Sand boils and flows observed at the ground surface after an earthquake are the result of excess pore pressures dissipating upwards, carrying soil particles with the draining water. In general, loose, saturated sand soils with low silt and clay contents are the most susceptible to liquefaction. Silty soils with low plasticity are moderately susceptible to liquefaction under relatively higher levels of ground shaking. For any soil type, the soil must be saturated for liquefaction to occur.

Based on the silty nature of the site soils and the possibility of perched groundwater above the weathered basalt layer, we anticipate that the loose sands and silts are at risk for localized liquefaction and have potential for associated settlement during the design level seismic event.

## **Earthquake-Induced Landsliding/Lateral Spread**

Based on the water table close to the river level and the soil conditions at the site, it is our opinion the potential for large scale earthquake-induced landsliding or lateral spread at the bridge location is medium to low; however, local instabilities in the slope are possible during a design level event, especially in areas where perched or high groundwater is present above the weathered basalt.



## **Repair Evaluation**

We understand that the City requires immediate stabilization of the slope so the approach to the bridge is not compromised and access to the sewage treatment plant is maintained. Therefore, we considered several mitigation methods to meet this goal. As noted in our preliminary evaluation, some mitigation alternatives require work within the waterway (as defined by the OHWL). We understand that work within the OHWL is limited by permitting requirements, which include in-water work periods. Since the in-water work period is typically July through September, anything constructed below the OHWL at this time may have to be temporary. Alternatives constructed outside of OHWL can be constructed without concern for in-water work windows.

For our evaluation, we reviewed temporary and permanent solutions that will protect the Bridge and approach. Temporary solutions require work within the OHWL, and therefore, may require removal in the future. Permanent solutions are those that can be installed above the OHWL. At the request of the City, we have also reviewed bridge replacement as a mitigation alternative. We understand that the City will select an option from among those evaluated that best meets their current and long-term needs. If in water work is required, final slope protection is expected to be constructed in July 2016 during the next in-water window.

## **Mitigation Alternatives**

Several mitigation alternatives were considered based on our observations and our discussions with the City as presented in our January 5, 2016 letter. In considering these options, we used the criteria that mitigation measures must provide a temporary factor of safety against failure in the short term of 1.2 or above, while permanent solutions must provide permanent factors of safety of 1.3 or higher. Cost estimates are also provided but are only order of magnitude estimates. Final design information and costs will be developed in final design. Discussions of each measure we considered are included in separate sections below. A table summarizing our evaluation of each option follows the discussions.

### ***Temporary Stabilization Alternatives***

Temporary measures could include rebuilding the slope from the base up with riprap, installing sheet piles at the base of the slope within the waterway, or placing a concrete protective layer on the slope surface. These measures could be the most economical options for mitigation and also allow the road to be opened quickly. However, any mitigation measures installed at the base of the slope (below OHWL) would be installed at the City's risk, because they may have to be removed during the in-water work window in July 2016, depending on permit requirements. Therefore, we understand that these options are not the preferred options for the City, so we have not considered each in detail. However, for comparison purposes, we have included an armored slope in our evaluation of mitigation options.

Temporary solutions will provide temporary protection for the slope adjacent to the bridge abutment, but will not provide any scour protection for the bridge structure itself.



### ***Permanent Stabilization Alternatives***

Permanent measures consist of those that can be installed above the OWHL to avoid the in-water work period and other potential permit requirements. These options include a sheet pile or soldier pile wall that is installed in alignment with the existing abutment wall and extends back along the existing roadway at the top of the slope. Due to the stiff shallow residual soil, driving sheet piles or piles are not viable options due to constructibility concerns; therefore, we have evaluated a soldier pile wall using drilled piers. Our preliminary analysis found that the existing slope was too steep to provide permanent factors of safety for these types of walls. However, a soldier pile wall will meet a temporary factor of safety at installation above the OHWL, and can then be modified to meet the permanent factor of safety with supplemental slope reconstruction completed in the summer of 2016. The soldier pile wall is therefore included in the permanent alternatives analysis below. Design recommendations are provided in the following section.

A soldier pile wall will provide protection for the slope adjacent to the bridge abutment; however, it will not provide any scour protection for the bridge structure itself.

### ***Replacement Bridge***

We understand that due to the age, continued scour problems at the bridge, and cost of a soldier pile wall, the City is considering a replacement bridge at this location. The replacement bridge could be reconstructed with a longer span so that abutments and foundation are beyond the anticipated scour zone. Further, we understand that the adjacent Oregon Department of Transportation (ODOT) bridge and fish ladder cannot be damaged during construction. The existing bridge is 46 feet long and 18 feet wide according to inspection reports provided by the City.

Based on the slope geometry and soil conditions, we anticipate that a 90-foot bridge would be required to avoid scour potential. Abutment walls would also be required to accommodate 2 horizontal to 1 vertical (2H:1V) slopes below the bridge in the native soils. We estimate that the abutment walls would be 10 to 15 feet high unless reinforced or engineered slopes are constructed that allow for a steeper slope and lower walls while still protecting the new bridge from scour. Further, based on the scour potential and subsurface conditions, we anticipate that bridge will be founded on deep foundations such as small diameter drilled shafts or drilled in piles that will extend to between 35 and 50 feet.

We have worked with OBEC Consulting Engineers (OBEC) to provide a cost estimate for a single-span replacement bridge, it is included in the table below.

### ***Alternative Comparison Table***

The associated advantages, disadvantages, and order of magnitude cost of each option are summarized in Table 1 below.



**Table 1 – Mitigation Alternatives Summary**

Mitigation Option	Advantages	Disadvantages	Approximate Cost Estimate
<b>TEMPORARY SOLUTIONS</b>			
<b>Reconstructed Slope with riprap or engineered concrete armor</b>	<ul style="list-style-type: none"> <li>■ Minimal excavation</li> <li>■ Simple construction</li> <li>■ Minimal engineering cost</li> <li>■ Engineered concrete armor may increase lifespan</li> </ul>	<ul style="list-style-type: none"> <li>■ Installed at the City's risk - will require future in-water permitting and may have to be removed</li> <li>■ May not be a long term solution or may require frequent maintenance based on past slope performance</li> <li>■ Does not provide protection for the bridge structure</li> </ul>	<p>Construction Cost \$10-25k<sup>b</sup></p> <p>(upper end is for an engineered concrete armor)</p>
<b>PERMANENT SOLUTIONS</b>			
<b>Cantilevered Soldier Pile Wall</b>	<ul style="list-style-type: none"> <li>■ No toe revetment required to maintain temporary stability during winter weather</li> <li>■ Soldier piles can be installed in drilled holes to preclude refusal</li> <li>■ Higher factor of safety for global stability</li> <li>■ Low long-term maintenance costs</li> </ul>	<ul style="list-style-type: none"> <li>■ Increased construction difficulty</li> <li>■ Requires specialty contractor with pile equipment to install</li> <li>■ Slope reconstruction will be required during in-water work window to meet permanent factor of safety</li> <li>■ Does not provide protection for the bridge structure</li> <li>■ Design life expectancy of timber lagging is generally 20 to 25 years.</li> </ul>	<p>Wall Construction Cost \$70-110k<sup>a</sup></p> <p>Slope Reconstruction Cost \$10-25k<sup>b</sup></p> <p>Total Cost \$100-180k</p>
<b>Bridge Replacement</b>	<ul style="list-style-type: none"> <li>■ Can eliminate scour issues with longer bridge span and engineered abutments</li> <li>■ Long-term solution</li> <li>■ Possible to increase bridge capacity for long-term design</li> </ul>	<ul style="list-style-type: none"> <li>■ Most expensive option</li> <li>■ Significant engineering costs</li> <li>■ Longer construction period to reopen road</li> <li>■ May require temporary measures to protect roadway/bridge until new structure is completed</li> <li>■ Design life expectancy of 75 to 100 years</li> </ul>	<p>\$500-800k</p> <p>Cost includes design, permitting, inspection, and construction. (Based on a cost of \$300-400/ft<sup>2</sup> and a 20'x90' bridge)</p>

Notes:

- a. Additional engineering costs for final design, plans and specification preparation would be on the order of \$18-22k. We have assumed that the City will prepare the bid package and general specifications.
- b. Additional engineering and permitting costs are estimated to be between \$10 and 15k.



### ***Additional Considerations***

An additional consideration for the alternative chosen is the lifetime of the solution. Temporary slope armament will likely need significant maintenance and may need to be repaired or replaced after large weather events. None of the mitigation measures evaluated, with the exception of a new bridge, will protect the Bridge structure from scour. Further, all of the mitigation measures presented will require further work or permitting during the in-water work period; however, the wall option would require less grading. Replacement of the Bridge is the only alternative that addresses both the scour conditions at the Bridge and at the slope in a permanent manner.

## **Design Recommendations**

### **Temporary Slope**

The proposed temporary solution consists of placing rip rap or engineered concrete pieces to replace the missing material and rebuild the slope in front of the bridge approach. The base of this slope will be required to be below the OHWL, and therefore, will have to be permitted later and may have to be modified or removed based on the permit requirements. Based on our slope evaluation, we recommend that the soft and loose material be removed, and that the slope be reconstructed at a 1.5H:1V slope. The top of the slope should be at an elevation of 27 feet (3 feet below the road elevation). The base of the slope should be keyed into firm materials at a depth meeting the required performance criteria and should be a minimum of 15 feet thick.

Hydraulic velocities were not available at this time to size the riprap or concrete revetment; therefore, final design of material size will be completed with the preparation of plans and specifications.

### **Solider Pile Wall**

#### ***General***

If a cantilevered soldier pile wall is selected, it should extend from behind the existing abutment wall, parallel to the roadway for approximately 20 to 25 feet as a permanent mitigation for slope scour at this location. The general proposed location of the wall is shown on Figure 2. A cantilevered soldier pile wall consists of installing vertical structural members, typically H-beams, near the crest of the slope. Due to the residual soil and bedrock at the site, driving piles will be difficult. We recommend drilled in H-piles be used for the wall. Wood lagging is placed between the H-beams and backfill is placed behind the wall. Included in this section are our geotechnical recommendations for the solider pile wall. OBEC was subcontracted to assist with structural design of the wall. Our proposed conceptual design of the wall is included in this letter. Wall plans, details, and specifications are not included in our scope. We understand that final civil design of the wall and permanent slope repair will be completed at a later date, once the mitigation alternative is decided.



## ***Analysis***

We evaluated the long-term static stability of the proposed wall using the computer program Slope W/ by GEO-Slope and structural forces within the piles with LPILE by Ensoft. Structural capacity of the piles was provided by OBEC. The existing condition was modeled as a 12-foot cantilever wall, with a 1H:1V native slope in front of the wall. The permanent condition was evaluated with a 7-foot cantilever and a 1.5H:1V riprap slope in front of the wall. The results of our analyses showed that the overall global stability of the wall system meets the minimum criteria defined in the ODOT *Geotechnical Design Manual* (ODOT 2014) section 7.4. Factors of safety are above 1.2 in the temporary condition and above 1.3 in the permanent condition in accordance with recommendations in the ODOT *Geotechnical Design Manual*. The seismic condition was not evaluated, because the bridge is not anticipated to be functional after the design level earthquake.

## ***Wall Recommendations***

Based on our analysis, we recommend that the soldier piles consist of American Society for Testing and Materials (ASTM) A 57 Grade 50 HP12x74 sections installed into drilled holes. The piles should be embedded 10 feet into the underlying basalt bedrock for a total pile length of 35 feet. Pile excavations should be a minimum of 24 inches in diameter and should be backfilled with structural concrete with a minimum compressive strength of 4,000 pounds per square inch (psi). We have assumed that lagging will be required for the temporary condition in the exposed cantilever section of the wall at a minimum embedment of 1 foot below grade. Lagging should consist of pressure treated 6x12 Number 2 Douglas Fir-Larch sections.

## ***Construction Considerations***

### **Solider Piles**

Soil conditions for drilling are included in our boring log and described above. Loose material and perched groundwater in the alluvial soil (to an approximate depth of 15 feet bgs) could present caving problems during drilling. Temporary casing may be required during the soldier pile excavations; the need for casing should be determined by the Contractor in the field at the time of installation. Rock coring during explorations in the underlying basalt was difficult. The contractor should anticipate severely jointed rock with lenses of silt and sand.

### **Backfill**

We recommend that the wall be backfilled with imported granular material and should be pit or quarry run rock, crushed rock, or crushed gravel and sand that meets the specifications provided in Oregon Standard Specifications for Construction (OSSC) (ODOT 2015) Section 00510.12 –Granular Wall Backfill. The imported granular material should also be angular, fairly well graded between coarse and fine material, have less than 5 percent by dry weight passing the U.S. Standard No. 200 Sieve, and have at least two mechanically fractured faces. Fill should be placed in lifts no greater than 12 inches in thickness and compacted with hand-operated equipment behind the wall.



## Limitations

We have prepared this letter report for the exclusive use of the City of Milwaukie and their authorized agents for the proposed Riverfront Park Bridge Emergency Repair project in Milwaukie, Oregon in accordance with our subconsultant agreement dated December 18, 2015. Our report is intended to provide our opinion of geotechnical parameters for design and construction of the proposed project based on exploration locations that are believed to be representative of site conditions. However, conditions can vary significantly between exploration locations and our conclusions should not be construed as a warranty or guarantee of subsurface conditions or future site performance.

Within the limitations of scope, schedule and budget, our services have been executed in accordance with generally accepted practices in the field of geotechnical engineering in this area at the time this report was prepared. No warranty, express or implied, should be understood.

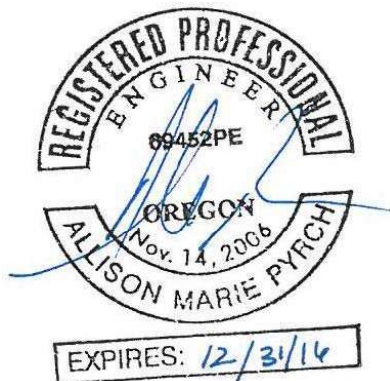
Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by Hart Crowser and will serve as the official document of record.

## Closing

We trust that this report meets your project needs. If you have questions or if we can be of further assistance, please call.

Sincerely,

**HART CROWSER, INC.**



**ALLISON M. PYRCH, PE, GE**  
Associate, Geotechnical Engineer

**TIMOTHY W. BLACKWOOD, PE, GE, CEG**  
Principal, Geotechnical Engineer



## References

Beeson, M.H., T.L Tolan, and I.P. Madin 1989. Geologic Map of the Lake Oswego Quadrangle, Clackamas, Multnomah, and Washington Counties, Oregon: Oregon Department of Geology and Mineral Industries, Geological Map Series GMS-59, scale 1:24,000.

Mabey, M.A., I.P Madin, G. Black, D.B Meier, T.L. Youd, C. Jones, and B. Rice 1997. Relative Earthquake Hazard for the Portland Metro Region, Clackamas, Multnomah, and Washington Counties, Oregon, Oregon Department of Geology and Mineral Industries (DOGAMI) Interpretive Map Series IMS-1, 1 pl., 1:62,500 scale.

Oregon Department of Transportation (ODOT) 2015. Oregon Standard Specifications for Construction, 2015.

Oregon Department of Transportation (ODOT) 2014. Geotechnical Design Manual (GDM), 2014.

Oregon Water Resources Department (OWRD) 2015. Well log query, accessed 12/28 /2015, [http://apps.wrd.state.or.us/apps/gw/well\\_log/](http://apps.wrd.state.or.us/apps/gw/well_log/).

Personius, S.F., compiler, 2002. Quaternary Fault and Fold Database of the United States, U.S. Geological Survey website: <http://earthquakes.usgs.gov/regional/qfaults>.

### Attachments:

Figure 1 – Site Location

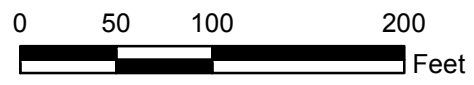
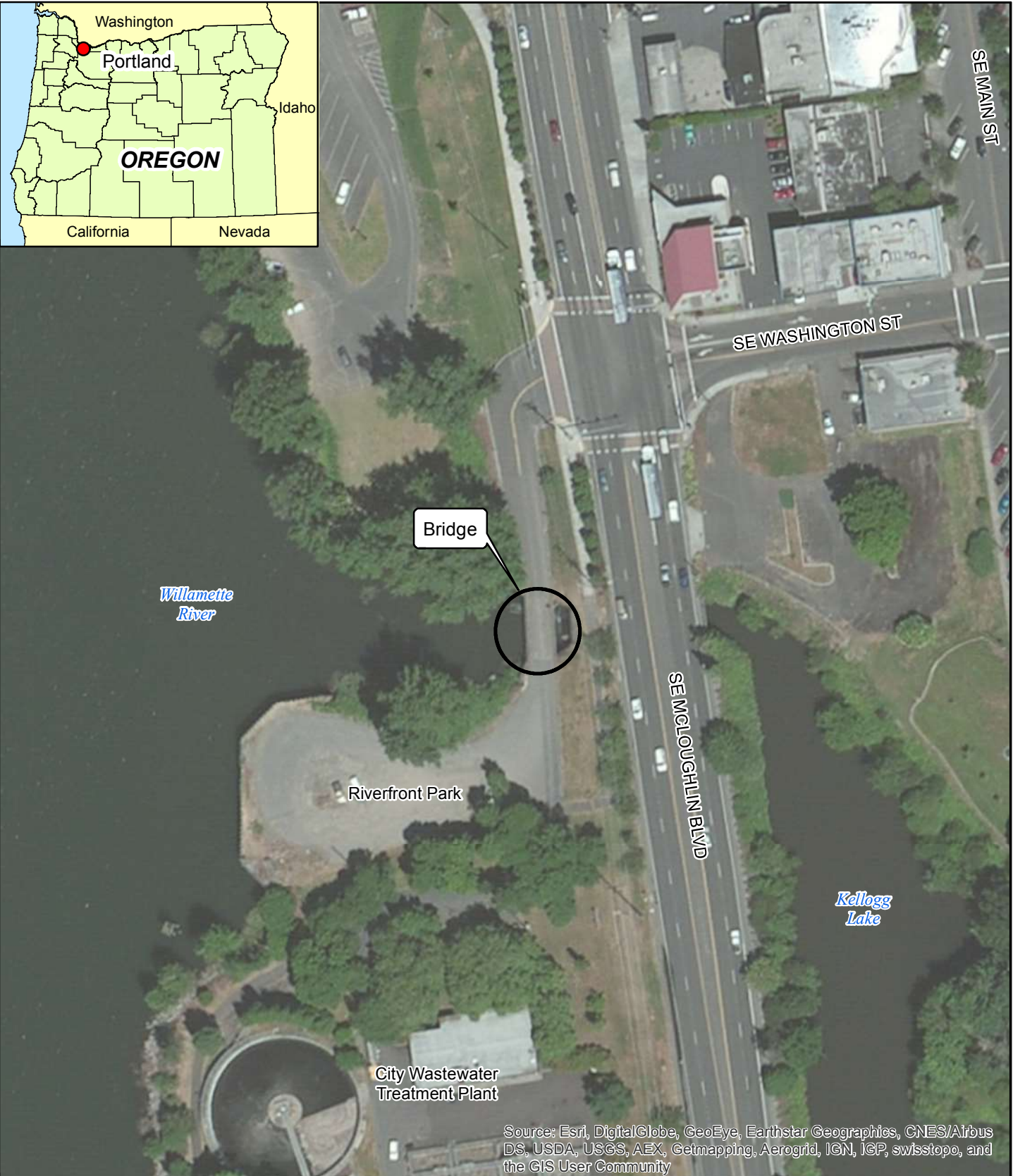
Figure 2 – Site Plan

Attachment A – Field Explorations and Laboratory Testing


Attachment B – Site Photographs

F:\Notebooks\154038002\_Riverfront Park Bridge Emergency Repairs\Deliverables\Report-FINAL 01-27-16\Milwaukie Riverfront Park Bridge Rpt.docx

Document Path: F:\Notebooks\154038002\_Riverfront Park Bridge Emergency Repairs\GIS\154038002\_VMap.mxd Date: 1/18/2016 User Name: melissaschweitzer



RS64

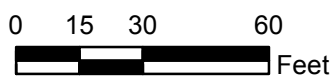
Riverfront Park Bridge Emergency Repairs Milwaukie, Oregon	
<b>Site Location</b>	
154-038-002	1/16
 <b>HARTCROWSER</b>	Figure <b>1</b>

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



**LEGEND**

● Boring



Note: Feature locations are approximate.



RS65

Riverfront Park Bridge Emergency Repairs  
Milwaukie, Oregon

**Site Plan**

154-038-002

1/16



Figure

**2**

**ATTACHMENT A**  
**Field Explorations and Laboratory Testing**

# **ATTACHMENT A**

## **FIELD EXPLORATIONS AND LABORATORY TESTING**

### **Field Explorations**

#### ***Explorations and Their Location***

We evaluated subsurface conditions at the site by completing one drilled boring on January 5 and 8, 2016. The boring was drilled using a track-mounted, CME 55 drill rig on January 5, 2016, and a truck-mounted, CME-75 drill rig on January 8, 2016, operated by Western States Soil Conservation, Inc. of Hubbard, Oregon.

The field explorations were coordinated by geologists on our staff, who classified the various soil and rock units encountered, obtained representative samples for geotechnical testing, and maintained a detailed log of each boring. The exploration log is included in this attachment. Results of the laboratory testing are indicated on the exploration logs.

The locations of the explorations are shown on report Figure 2. The exploration locations were estimated based on field measurements.

The exploration logs within this attachment show our interpretation of the drilling, sampling, and testing data. They indicate the depth where the soils change. Note that the change may be gradual. In the field, we classified the samples taken from the explorations according to the methods presented on the Key to Exploration Logs in this attachment. The key also provides a legend explaining the symbols and abbreviations used in the logs.

#### ***Soil Sampling Procedures***

Materials encountered in the explorations were classified in the field in general accordance with ASTM Standard Practice D 2488 "Standard Practice for the Classification of Soils (Visual Manual Procedure) and the ODOT *Soil and Rock Classification Manual*. Soil and rock classifications and sampling intervals are shown on the exploration logs in this attachment.

Soil and rock samples were obtained from the borings using the following methods.

- Disturbed samples were obtained using a SPT sampler in general conformance with ASTM Test Method D 1586 "Standard Method for Penetration Test and Split-Barrel Sampling of Soils." The sampler was driven with a 140 pound auto-trip hammer falling 30 inches. The N value, or number of blows required to drive the sampler 1 foot or as otherwise indicated into the soils, is shown adjacent to the sample symbols on the boring logs. Disturbed samples were obtained from the sampler for subsequent classification and testing.

- Representative core samples of competent bedrock were obtained using wire-line HQ drilling techniques in general conformance with ASTM Test Method D 2113-14 “Standard Practice for Rock Core Drilling and Sampling of Rock for Site Exploration.” An HQ3 (3.81 in hole O.D., 2.44 in core O.D.) wireline core barrel sampler was used. The core barrel assembly was drilled into intact rock, and the rock sample then retrieved using a cable to recover a removable inner barrel from which the sample was extruded, logged, and stored in prepared boxes for subsequent laboratory testing and storage. A photo of the rock core collected is included as Figure A-4.

## **Laboratory Testing**

A geotechnical laboratory testing program was performed for this study to evaluate the basic index and geotechnical engineering properties of the site soils. Testing was completed at our in-house laboratory in our Beaverton, Oregon office. The tests performed and the procedures followed are outlined below.

### ***Soil Classification***

Soil samples were visually classified in our laboratory to verify the field classifications in a relatively controlled laboratory environment. Classifications were made in general accordance with the Unified Soil Classification System (USCS) and ASTM Test Method D 2487.

### ***Water Content Determinations***

Water contents were determined for select samples recovered in the explorations in general accordance with ASTM Test Method D 2216. The test results are shown on the appropriate exploration logs included in Appendix A and shown on Figure A-5 in this attachment.

### ***Atterberg Limits***

Atterberg Limits (liquid limit, plastic limit and plasticity index) of a selected fine-grained soil sample were obtained in general accordance with ASTM Test Method D 4318-02. The test results are shown on Figure A-6 in this attachment.

### ***Sieve Analyses***

A sieve analysis was performed on a selected sample to determine the quantitative distribution of particle sizes in the original sample. The test was performed in general accordance with ASTM Test Method D 6913-04. The test results are indicated on Figure A-7 in this attachment.

# KEY TO EXPLORATION LOGS



## SOIL CLASSIFICATION CHART

MATERIAL TYPES	MAJOR DIVISIONS		GROUP SYMBOL	SOIL GROUP NAMES & LEGEND		OTHER MATERIAL SYMBOLS
COARSE-GRAINED SOILS >50% RETAINED ON NO. 200 SIEVE	GRAVELS >50% OF COARSE FRACTION RETAINED ON NO 4. SIEVE	CLEAN GRAVELS <5% FINES	GW	WELL-GRADED GRAVEL		Concrete Asphalt Topsoil
		GRAVELS WITH FINES, >12% FINES	GP	POORLY-GRADED GRAVEL		
			GM	SILTY GRAVEL		
		SANDS >50% OF COARSE FRACTION PASSES ON NO 4. SIEVE	CLEAN SANDS <5% FINES	GC	CLAYEY GRAVEL	
	SW			WELL-GRADED SAND		
	SANDS AND FINES >12% FINES		SP	POORLY-GRADED SAND		
			SM	SILTY SAND		
	FINE-GRAINED SOILS >50% PASSES NO. 200 SIEVE	SILTS AND CLAYS LIQUID LIMIT <50	INORGANIC	SC	CLAYEY SAND	
CL				LEAN CLAY		
ORGANIC			ML	SILT		
			OL	ORGANIC CLAY OR SILT		
SILTS AND CLAYS LIQUID LIMIT >50		INORGANIC	CH	FAT CLAY		
			MH	ELASTIC SILT		
		ORGANIC	OH	ORGANIC CLAY OR SILT		
			PT	PEAT		

Note: Multiple symbols are used to indicate borderline or dual classifications

### MOISTURE MODIFIERS

- Dry - Absence of moisture, dusty, dry to the touch
- Moist - Damp, but no visible water
- Wet - Visible free water or saturated, usually soil is obtained from below the water table

### SEEPAGE MODIFIERS

- None -
- Slow - < 1 gpm
- Moderate - 1-3 gpm
- Heavy - > 3 gpm

### CAVING MODIFIERS

- None -
- Minor - isolated
- Moderate - frequent
- Severe - general

### MINOR CONSTITUENTS

- Trace - < 5% (silt/clay)
- Occasional - < 15% (sand/gravel)
- With - 5-15% (silt/clay) in sand or gravel  
15-30% (sand/gravel) in silt or clay

### SAMPLE TYPES

- Dames & Moore
- Standard Penetration Test (SPT)
- Shelby Tube
- Bulk or Grab

### LABORATORY/ FIELD TESTS

- ATT - Atterberg Limits
- CP - Laboratory Compaction Test
- CA - Chemical Analysis (Comsivity)
- CN - Consolidation
- DD - Dry Density
- DS - Direct Shear
- HA - Hydrometer Analysis
- OC - Organic Content
- PP - Pocket Penetrometer (TSF)
- P200 - Percent Passing No. 200 Sieve
- SA - Sieve Analysis
- SW - Swell Test
- TV - Torvane Shear
- UC - Unconfined Compression

### GROUNDWATER SYMBOLS

- Water Level (at time of drilling)
- Water Level (at end of drilling)
- Water Level (after drilling)

### STRATIGRAPHIC CONTACT

- Distinct contact between soil strata or geologic units
- Gradual or approximate change between soil strata or geologic units

### Notes:

Blowcount (N) is recorded for driven samplers as the number of blows required to advance sampler 12 inches (or distance noted) per ASTM D-1586. See exploration log for hammer weight and drop.

When the Dames & Moore (D&M) sampler was driven with a 140-pound hammer (denoted on logs as D+M 140), the field blow counts (N-value) shown on the logs have been reduced by 50% to approximate SPT N-values.

Soil density/consistency in borings is related primarily to the Standard Penetration Resistance. Soil density/consistency in test pits and probes is estimated based on visual observation and is presented parenthetically on the logs.

Refer to the report text and exploration logs for a proper understanding of subsurface conditions. Descriptions on the logs apply only at the exploration locations at the time the explorations were made. The logs are not warranted to be representative of the subsurface conditions at other locations or times.

KEY TO EXPLORATION LOGS - \PDXSRV\DATA\GINT\OREGON LIBRARY.GLB - 1/18/16 09:28 - F:\NOTEBOOKS\164038002 - RIVERFRONT PARK BRIDGE EMERGENCY REPAIRS\FIELD DATA\FERM\_GINTY164038002.GPJ

# KEY TO BEDROCK TERMS (1 of 2)

## (ODOT, 1987)



8910 SW Gemini Drive  
Beaverton, Oregon 97008

### Scale of Relative Rock Weathering

Term	Description
Fresh	Crystals are bright. Discontinuities may show some minor surface staining. No discoloration in rock fabric.
Slightly Weathered	Rock mass is generally fresh. Discontinuities are stained and may contain clay. Some discoloration in rock fabric. Decomposition extends up to 1 inch into rock.
Moderately Weathered	Rock mass is decomposed 50% or less. Significant portions of rock show discoloration and weathering effects. Crystals are dull and show visible chemical alteration. Discontinuities are stained and may contain secondary mineral deposits.
Predominantly Decomposed	Rock mass is more than 50% decomposed. Rock can be excavated with geologist's pick. All discontinuities exhibit secondary mineralization. Complete discoloration of rock fabric. Surface of core is friable and usually pitted due to washing out of highly altered minerals by drilling water.
Decomposed	Rock mass is completely decomposed. Original rock "fabric" may be evident. May be reduced to soil with hand pressure.

### Scale of Relative Rock Hardness

Hardness Designation	Term	Field Identification	Uniaxial Compressive Strength
R0	Extremely Soft	Can be indented with difficulty by thumbnail. May be moldable or friable with finger pressure.	< 100 psi
R1	Very Soft	Crumbles under firm blows with point of a geology pick. Can be peeled by a pocket knife. Scratched with fingernail.	100-1000 psi
R2	Soft	Can be peeled by a pocket knife with difficulty. Cannot be scratched with fingernail. Shallow indentation made by firm blow of geology pick.	1000-4000 psi
R3	Medium Hard	Can be scratched by knife or pick. Specimen can be fractured with a single firm blow of hammer/geology pick.	4000-8000 psi
R4	Hard	Can be scratched with knife or pick only with difficulty. Several hard hammer blows required to fracture specimen.	8000-16000 psi
R5	Very Hard	Cannot be scratched by knife or sharp pick. Specimen requires many blows of hammer to fracture or chip. Hammer rebounds after impact.	> 16000 psi

### Joint and Bedding Spacing Terms

Spacing	Joint Spacing Terms	Bedding/Foliation Spacing Terms
Less than 2 inches	Very Close	Very Thin (laminated)
2 inches to 1 foot	Close	Thin
1 foot to 3 feet	Moderately Close	Medium
3 feet to 10 feet	Wide	Thick
More than 10 feet	Very Wide	Very Thick (massive)

## KEY TO BEDROCK TERMS (2 of 2) (ODOT, 1987)



8910 SW Gemini Drive  
Beaverton, Oregon 97008

### Stratification Terms

Term	Characteristics
Laminations	Thin beds (<1 cm)
Fissile	Tendency to break along laminations.
Parting	Tendency to break parallel to bedding.
Foliation	Non-depositional (e.g., segregation and layering of minerals in metamorphic rock)

### Igneous Rock Textures

Texture	Grain Size
Pegmatitic	Very large; diameters measured in inches or feet.
Phaneritic	Can be seen with the naked eye
Porphyritic	Grained of two widely different sizes
Aphanitic	Cannot be seen with the naked eye
Glassy	No grains present

### Pyroclastic Rocks

Rock Name	Characteristics
Cinders	Uncemented glassy and vesicular ejecta 4-32 mm size
Tuff Breccia (Agglomerate)	Composed of ejecta >32mm size, in ash/tuff matrix, indurated
Lapilli Tuff	Composed of ejecta 4-32 mm size, in ash/tuff matrix, indurated
Tuff	Cemented volcanic ash particles <4mm size, indurated
Pumice	Excessively vesiculated glassy lava

### Degree of Vesicularity

Designation	Percentage of Cavities (by volume) of Total Sample
Some Vesicles	5 to 25 Percent
Highly Vesicular	15 to 50 Percent
Scoriaceous	Greater than 50 Percent

#### OTHER TERMS:

**Core Recover (CR)** = the ratio of core recovered to the core run length expressed as a percentage.

**Rock Quality Designation (RQD)** = the percentage of rock core recovered in intact pieces of 4 inches or more in length in the length of a core run. Does not include mechanical breaks caused by drilling.

#### REFERENCE:

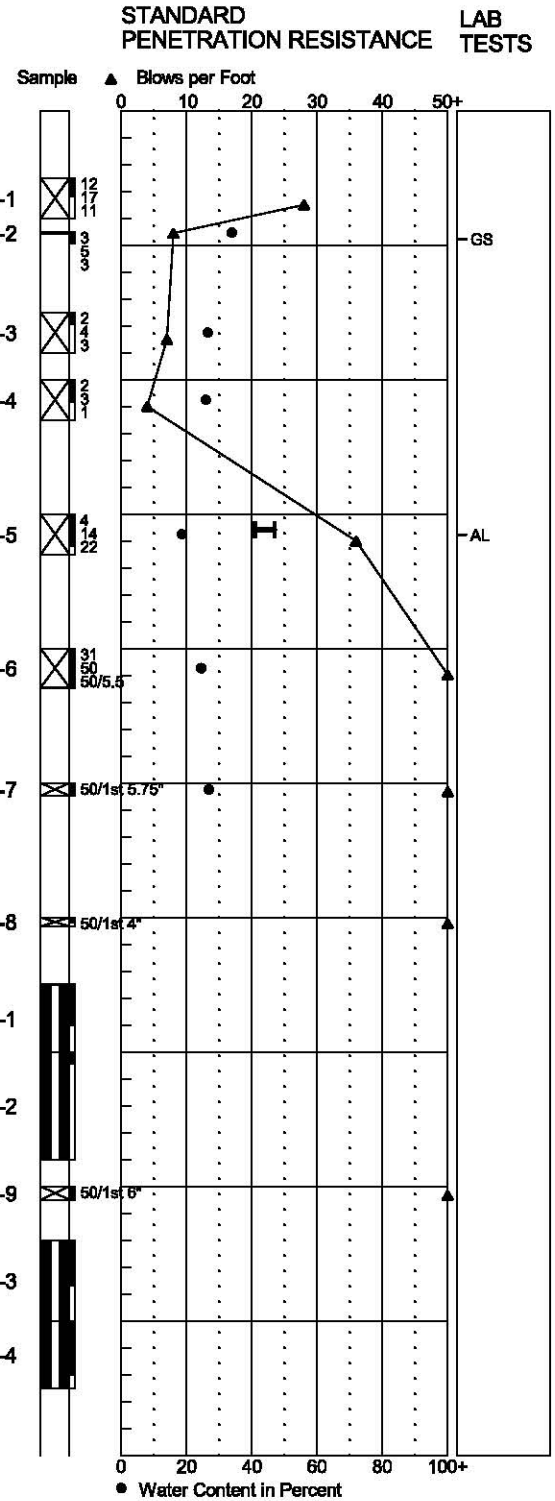
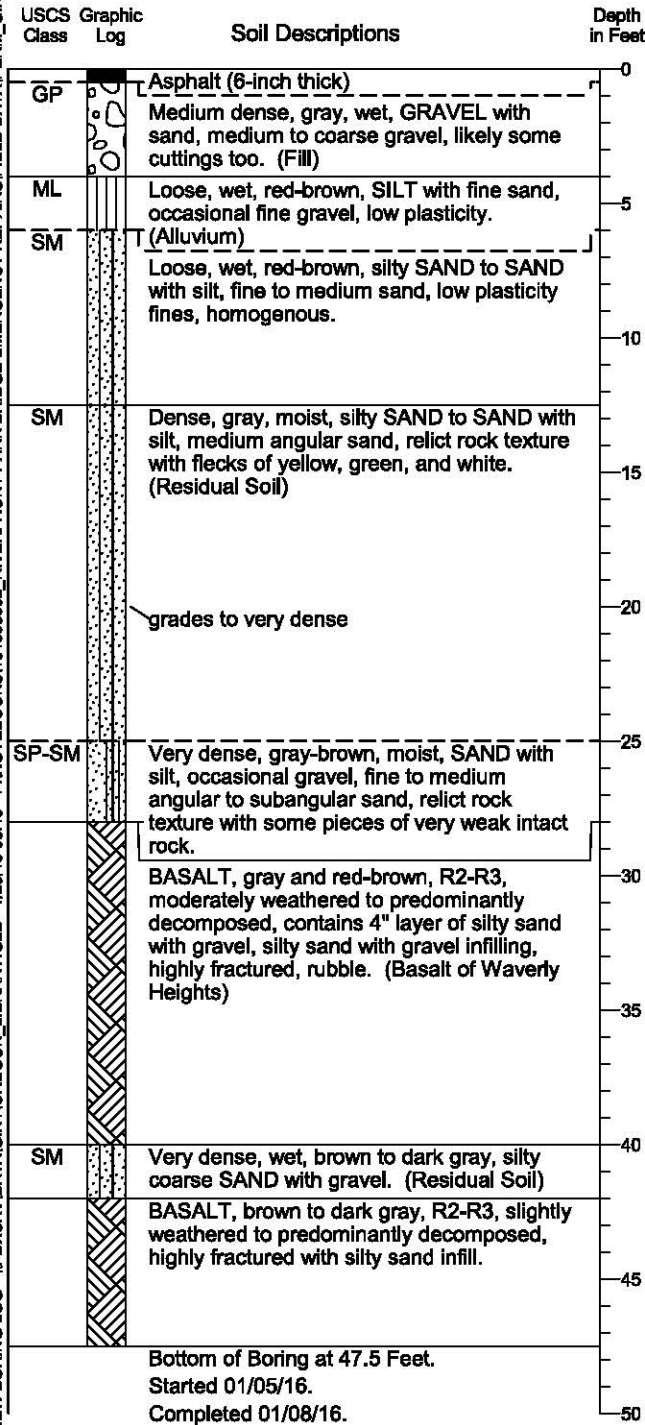
Oregon Department of Transportation (ODOT), 1987. *Soil and Rock Classification Manual*, May 1987.

# Boring Log B-1

Location:  
 Approximate Ground Surface Elevation (feet): 35  
 Horizontal Datum: N/A  
 Vertical Datum: N/A

Drill Equipment: CME 55/CME 75 Mud Rotary  
 Hammer Type: Autohammer  
 Hole Diameter: 4 7/8 inches  
 Logged By: R. Pirot Reviewed By: A. Jones

NEW BORING LOG - \\PDXSRV\DATA\GINT\OREGON\_LIBRARY.GLB - 1/20/16 08:45 - F:\NOTEBOOKS\154038002\_RIVERFRONT PARK BRIDGE EMERGENCY REPAIRS\FIELD DATA\PERM\_GINT\154038002.GPJ



- Refer to Figure A-1 for explanation of descriptions and symbols.
- Soil descriptions and stratum lines are interpretive and actual changes may be gradual.
- USCS designations are based on visual manual classification (ASTM D 2488) unless otherwise supported by laboratory testing (ASTM D 2487).
- Groundwater level, if indicated, is at time of drilling (ATD) or for date of sample. Level may vary with time.

**RS72**



Riverfront Park Bridge Emergency Repairs  
Milwaukie, Oregon

Core - Boring HC-1 from 32.5 to 47.5 feet

154-038-002

01/16



Figure

A-4

###

RS73



**HARTCROWSER**

**SUMMARY OF LABORATORY RESULTS**

PAGE 1 OF 1

CLIENT City of Milwaukie

PROJECT NAME Riverfront Park Bridge Emergency Repairs

PROJECT NUMBER 154-038-002

PROJECT LOCATION Milwaukie, Oregon

Borehole	Depth	Liquid Limit	Plastic Limit	Plasticity Index	Maximum Size (mm)	% <#200 Sieve	Classification	Water Content (%)	Dry Density (pcf)	Remarks
B-1	4.5				76.2	73	ML	33.9		
B-1	7.5						SM	26.5		
B-1	10.0						SM	25.9		
B-1	15.0	47	41	6			SM	18.6		
B-1	20.0						SM	24.5		
B-1	25.0						SP-SM	26.8		

LAB SUMMARY - \PDXSRV\DATA\GINT\OREGON\_LIBRARY\GLB - 1/20/16 08:36 - F:\NOTEBOOKS\154038002\_RIVERFRONT PARK BRIDGE EMERGENCY REPAIRS\FIELD DATA\PERM\_GINT\154038002.GPJ

RS74

FIGURE A-5





# HARTCROWSER

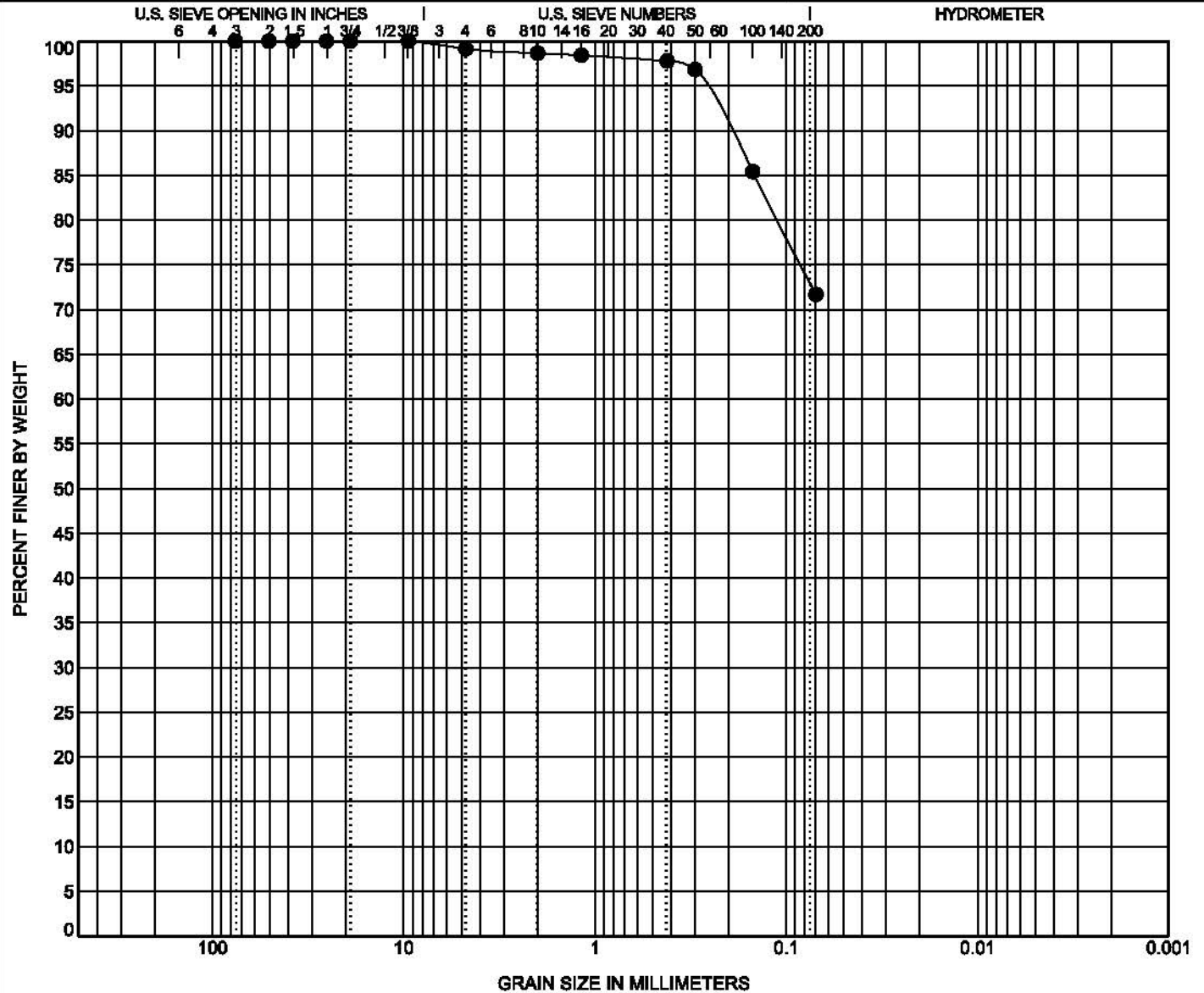
## GRAIN SIZE DISTRIBUTION

CLIENT City of Milwaukie

PROJECT NAME Riverfront Park Bridge Emergency Repairs

PROJECT NUMBER 154-038-002

PROJECT LOCATION Milwaukie, Oregon



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

BOREHOLE	DEPTH	Classification					LL	PL	PI	Cc	Cu
● B-1	4.5	SILT with fine sand, trace gravel									

BOREHOLE	DEPTH	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
● B-1	4.5	76.2				0.9	26.2	72.9	

GRAIN SIZE - WPD\SRV\DATA\QINT\OREGON - 1/20/16 09:38 - F:\NOTES\BOOKS\154038002\_RIVERFRONT PARK BRIDGE EMERGENCY REPAIRS\FIELD DATA\PERM\_QINT\154038002.GPJ

## **ATTACHMENT B**

### **Site Photographs**



Facing northeast – overall bank erosion



South abutment failure from bridge



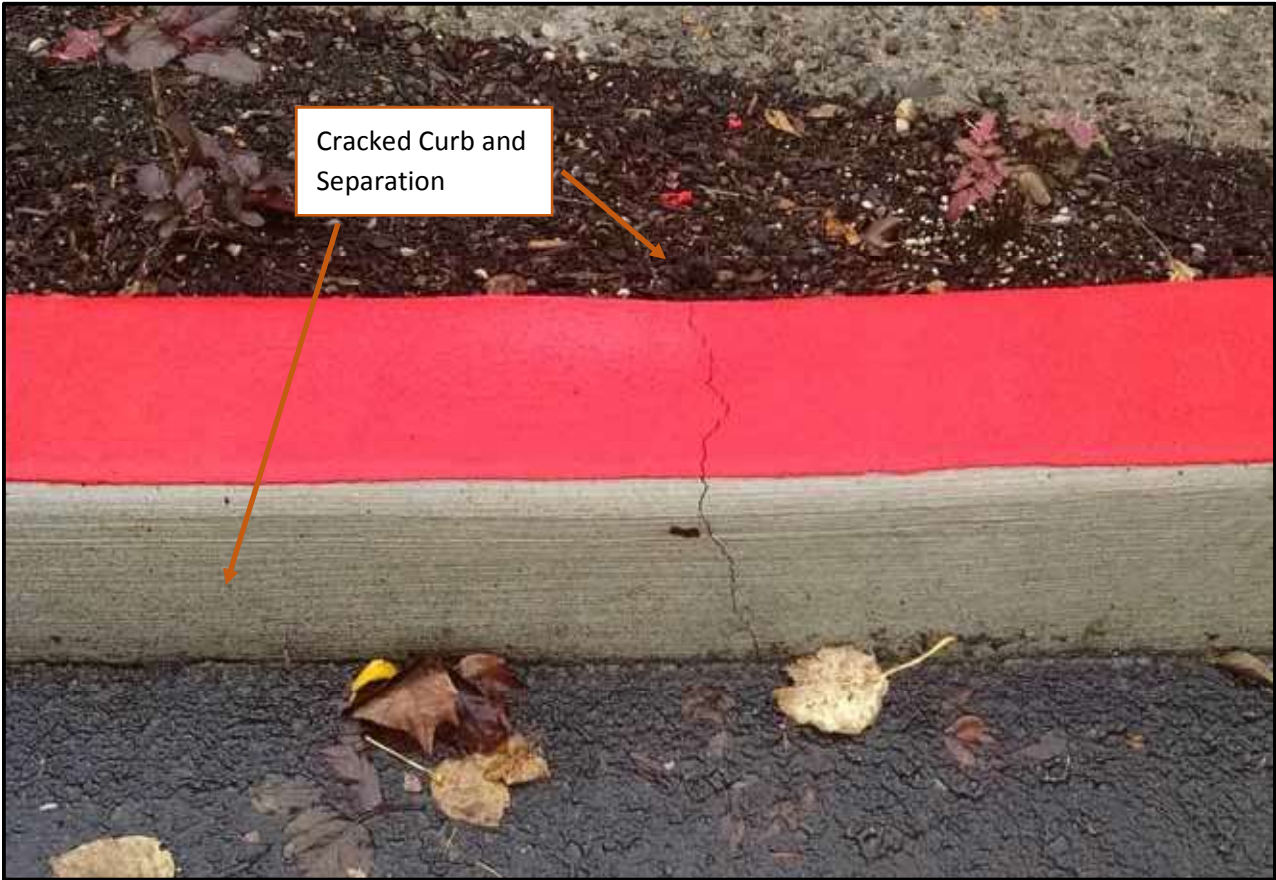
**Unsupported pavement behind abutment wall from bridge**



**Unsupported pavement from below**



Slope below bridge



Cracked Curb and Separation

Cracked curb and separation of curb

**Attachment 2****Oregon Department of Transportation**

## Bridge Inspection Report

<b>District</b>	2B	<b>Structure</b>	Kellogg Creek, SE Washington St.	<b>Bridge ID</b>	22142
<b>Fac Crossed</b>	Kellogg Creek	<b>Owner</b>	CTY/MUN Hwy AGCY	<b>Fac Carried</b>	SE Washington St
<b>Suff Rating</b>	29.8	<b>County</b>	Clackamas	<b>Mile Point</b>	0.00mi
<b>AC Depth</b>	0.00	<b>Record Type</b>	1	<b>Insp Date</b>	05/21/2015
<b>Bridge Length</b>	47.00ft	<b>Insp Freq</b>	12	<b>Inspector 1</b>	Andrew Packard (C0054)
		<b>Bridge Width</b>	20.00ft	<b>Inspector 2</b>	Craig Mallow (CT063)

Signature: \_\_\_\_\_

**Element Condition States (New AASHTO report)**

<u>Elemkey</u>	<u>Defects/Prot Sys</u>	<u>Quantity</u>	<u>Units</u>	<u>Env</u>	<u>CS 1</u>	<u>CS 2</u>	<u>CS 3</u>	<u>CS 4</u>
<b>12-Re Concrete Deck</b>		<b>940</b>	<b>(SF)</b>	<b>Mod.</b>	<b>0</b>	<b>930</b>	<b>10</b>	<b>0</b>
	1130-Cracking (RC and Other)	300	(SF)	Mod.	0	300	0	0
	1180-Abrasion	640	(SF)	Mod.	0	630	10	0
<b>107-Steel Opn Girder/Beam</b>		<b>188</b>	<b>(LF)</b>	<b>Mod.</b>	<b>188</b>	<b>0</b>	<b>0</b>	<b>0</b>
	516-Weathering Steel	1700	(SF)	Mod.	0	1700	0	0
<b>215-Re Conc Abutment</b>		<b>91</b>	<b>(LF)</b>	<b>Mod.</b>	<b>90</b>	<b>0</b>	<b>1</b>	<b>0</b>
	1130-Cracking (RC and Other)	1	(LF)	Mod.	0	0	1	0
<b>221-RC Spread Ftg</b>		<b>59</b>	<b>(LF)</b>	<b>Mod.</b>	<b>0</b>	<b>0</b>	<b>59</b>	<b>0</b>
	6000-Scour	59	(LF)	Mod.	0	0	59	0
<b>311-Moveable Bearing</b>		<b>4</b>	<b>(EA)</b>	<b>Mod.</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>
	1000-Corrosion	4	(EA)	Mod.	0	4	0	0
	518-Steel Paint	4	(SF)	Mod.	0	0	4	0
<b>313-Fixed Bearing</b>		<b>4</b>	<b>(EA)</b>	<b>Mod.</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>
	1000-Corrosion	4	(EA)	Mod.	0	4	0	0
	518-Steel Paint	4	(SF)	Mod.	0	0	4	0
<b>330-Metal Bridge Railing</b>		<b>138</b>	<b>(LF)</b>	<b>Mod.</b>	<b>0</b>	<b>138</b>	<b>0</b>	<b>0</b>
	1000-Corrosion	20	(LF)	Mod.	0	20	0	0
	1180-Abrasion	118	(LF)	Mod.	0	118	0	0
	515-Steel Protective Coating	207	(SF)	Mod.	202	5	0	0
<b>980-Approach Roadway</b>		<b>1</b>	<b>(EA)</b>	<b>Mod.</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>

**RS81**

**Embank**

<b>990-Miscellaneous Elements</b>	<b>1</b>	<b>(EA) Mod.</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>999-Roadway Impact</b>	<b>1</b>	<b>(EA) Mod.</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Appraisal</b>			<b>NBI Category</b>		
<u>Appraisal</u>	<u>NBI #</u>	<u>Rating</u>	<u>Category</u>	<u>NBI #</u>	<u>Rating</u>
Scour	113	2 SC - Extensive Scour	Deck	58	5 Fair
Bridge Rail	36A	0 Substandard	Condition	59	6 Satisfactory
Transitions	36B	0 Substandard	Superstructure	60	2 Critical
Approach Rail	36C	0 Substandard	Substructure	61	4 Protection Undermined
Rail Ends	36D	0 Substandard	Channel	62	N N/A (NBI)
Structural	67	2 Intolerable - Replace	Culvert/Retaining Walls		
Deck	68	4 Tolerable			
Clearance	69	N Not applicable (NBI)			
Waterway	71	8 Equal Desirable			
Approach Alignment	72	6 Equal Min Criteria			

**Remarks**

**12-Re Concrete Deck**

---

**1130-Cracking (RC and Other)**

SOME TRANSVERSE CRACKING, MORE ON THE N END THAN THE S... A FEW LONGIT H.L. CRACKS ALONG GIRDER FLANGES.

**1180-Abrasion**

ABRASION THROUGHOUT THE DECK.

**107-Steel Opn Girder/Beam**

WEATHERING STEEL GIRDERS WITH A PATINA.....CONCRETE DIAPHRAGMS.---

**215-Re Conc Abutment**

THE D.S. 10' TALL RETAINING WALL AT THE N ABUT HAS A FULL HEIGHT VERTICAL CRACK THAT IS UP TO 1.5" IN WIDTH.... THE PORTION OF WALL D.S. OF THE CRACK HAS OUTWARD HORIZONTAL DISPLACEMENT OF 0" AT THE TOP OF THE FOOTING AND 1.0" (2014), 1-1/4" (2015) AT 5'-3" FROM THE TOP OF THE WALL AND 1" AT THE TOP OF THE WALL... WALL IS MOVING OVER TIME AND SHOULD BE RESTRAINED.

**221-RC Spread Ftg**

---

**6000-Scour**

THE BRIDGE IS LOCATED APPROX 60 YARDS U.S. OF THE CONFLUENCE W/THE WILLAMETTE RIVER....N ABUT: THERE IS 15" OF VERTICAL FTNG FACE EXPSD AT THE U.S. END AND 27" OF VERTICAL FACE XPSD AT THE D.S. END....WITH UP TO, 28" 2013,, 31" 2014 OF HORIZONTAL UNDERMINING ALONG THE LAST 3' OF THE D.S. END....FLOW IS DIRECTED INTO A POCKET AT THE INTERSECTING CORNER BETWEEN THE D.S. WING AND THE ABUTMENT WALL, AND IS RESPONSIBLE FOR THE INCREASED UNDERMINING....THE FULL VERTICAL FACE OF THE D.S. WING FOOTING IS EXPSD AND IS UNDERMINED UP TO 12" BACK ALONG ITS FULL LENGTH....S. ABUT: FULL HEIGHT VERT FOOTING FACE EXPOSED ALONG ITS LENGTH....STARTING AT THE U.S. END THERE IS UP TO 18" OF HORIZONTAL UNDERMINING ALONG THE FIRST 3/4 OF LENGTH, THEN UNDERMINING TAPERS TO 0" AT THE D.S. END....SOIL BELOW FOOTINGS IS CLAY....THERE IS UP TO 6" OF UNDERMINING ALONG A 10' LENGTH OF THE FISH WEIR FOOTING ALONG THE U.S. NORTH FACE.---

**311-Moveable Bearing**

---

**518-Steel Paint**

PAINT FAILING.

**1000-Corrosion**

SURFACE CORROSION.

**RS82**

**313-Fixed Bearing**

---

**518-Steel Paint**

PAINT FAILING.

**1000-Corrosion**

SURFACE CORROSION.

**330-Metal Bridge Railing**

PED RAIL.....(3) IMPACT SPALLS IN THE SW CURB.---

**1000-Corrosion**

MNR SURFACE CORROSION.

**1180-Abrasion**

ABBRASSION ALONG MOST OF LENGTHS, MED AGG XPSD.

**980-Approach Roadway Embank**

---

**990-Miscellaneous Elements**

THERE IS A CONCRETE FISH LADDER CONSTRUCTED THROUGH THE OPENING, ALONG THE N. ABUT.... LADDER IS IN DISREPAIR AND IS UNDERMINED.

**999-Roadway Impact**

---

**Notes**

Inspection Notes

8-29-2013 Field trip exposed footing and footing undermined on both bents. Chanel degrades approximately 4 ft from the bottom of footing. High velocity from the water spillway. Scour code 113 is 2. HMW...

ORIENTATION IS N TO S, UPSTREAM RIGHT.

Bridge Notes

Bridge entered 6/10/2013 4:08:35 PM by userid TDB019. This bridge was discovered in 2013. Based off of best guess it is 1960's construction.

Embankment Erosion Notes

**Maintenance Recommendations**

As of: 05/21/2015

<u>Priority</u>	<u>Crew</u>	<u>Wrk Cnd</u>	<u>Notes</u>	<u>Est. Cost</u>	<u>Status</u>	<u>Rec Date</u>
Routine/Schedule	Local Agency	(990075) 12 Patch Concrete	CLEAN AND SEAL DECK CRACKING.		Approved	6/19/13
Urgent	Local Agency	(993740) 215 Patch Concrete	STABILIZE/REPAIR N.W. WING ROATATION.		Approved	6/19/13
Urgent	Local Agency	(993745) 215 Crack Injection	INITIATE SCOUR COUNTERMEASURES.		Approved	6/19/13
Urgent	Hydraulic Engineer	(994185) 221 Other	DEVELOP SCOUR POA.	-1	Unknown	5/21/15

\*Completed items not included on default search

\*Red dates are overdue items.

**Load Rating**

**Rating Date** 09/09/2013 **Posting Req** 5 At/Above Legal Loads

**RS83**

<b>Design Load</b>	HL93	<b>Posting Status.</b>	A Open, no restriction
<b>Operating Load</b>	49.00ton	<b>OR Method</b>	1 LF Load Factor
<b>Inventory Rating</b>	29.00ton	<b>IR Method</b>	1 LF Load Factor

<u>truck</u>	<u>Rating Factor</u>	<u>% Below</u>	<u>Posting Required</u>	<u>Controlling Member</u>	<u>Actual Posting</u>	<u>Posting Date</u>
Type 3	1.68	5	No	Int. Stlgir, span 1 of 1 +M at 0.5L		
Type 3S-2	1.64	5	No	Int. Stlgir, span 1 of 1 +M at 0.5L		
Type 3-3	2.03	5	No	Int. Stlgir, span 1 of 1 +M at 0.5L		
SU4						
SU5						
SU6						
SU7						

**Load Rating Notes**

**Load Rating Condition Comparison Chart**

<u>Category</u>	<u>NBI#</u>	<u>Rating Condition</u>	<u>Current Condition</u>
Traffic Impact		CS2	CS1
Deck Condition	58	6	5
Superstructure	59	6	6
Substructure	60	2	2
Temporary Repairs	103		
Wearing Surface Thickness	293	0.00	0.00

**Inspection Schedule**

<u>Activity</u>	<u>Conducted On</u>	<u>Frequency</u>	<u>Next Inspection</u>
Routine Inspection	05/21/2015	12	05/01/2016
X-Channel Profile	06/19/2013	48	06/19/2017

**RS84**

 **Documents for Bridge # 22142**

*Bridge Clearance documents: Unavailable*

*Bridge Detours maps: Unavailable*

*Bridge Images: [IM22142\\_A0.jpg](#), [IM22142\\_A1.jpg](#), [IM22142\\_A3.jpg](#),  
[IM22142\\_A4.jpg](#), [IM22142\\_A5.jpg](#), [IM22142\\_A6.jpg](#),  
[IM22142\\_A7.jpg](#), [IM22142\\_A8.jpg](#), [IM22142\\_A9.jpg](#),  
[IM22142\\_B0.JPG](#), [IM22142\\_B3.jpg](#), [IM22142\\_B4.JPG](#),*

*Job Hazard Assessment: Unavailable*

*Cross Channel Documents: Unavailable*

*Gusset Plate Documents: Unavailable*

*Fracture Critical Inspection Documents: Unavailable*

*Fatigue Prone Detail Documents: Unavailable*

*Sign Structures Documents: Unavailable*

*Timber Boring Documents: Unavailable*

*Underwater Documents: Unavailable*

*Bridge Scour Plan: Unavailable*

---

**29.8 Suff Rating**  
Structurally Deficient

**Oregon Department of Transportation**  
Structure and Inventory Appraisal Report

**Bridge NO: 22142**  
**InspDate: 5/21/15**

(122) Highway/CO RD	C0000	<b>(43) Struct Main</b>	3 Steel	(65) Inv Rating Method	1
(2) Highway District	District 2B		02 Stringer/Girder	(92) Critical Feat Insp	(93) Date
(3) County	Clackamas	(44) Struct Appr	0 Not Applicable	(A)Fracture Crit	
(4) City	48650		00 Other (NBI)	(B)Underwater Insp	
(5) Inventory Route	151000003	(45) Number Main Spans	1	(94) Cost of Improvement	
(6) Feature INT	Kellogg Creek	(46) Number Appr Spans	0	(95) Roadway Improvement	
(7) Facility Carried	SE Washington St	(47) Horizontal Clearance	18.20ft	(96) Project Improvement	
(8) Structure Number	22142 000 00000	(48) Maximum Span Length	45.00ft	(97) Year of Improvement	
(9) Location	East bound off of Hwy 081	(49) Structure Length	47.00ft	(98) Border BRST-Code	
(10) Vert Clearance	99.99ft	(50) Sidewalk Width LT	0.00ft	<b>(100) Defense Highway</b>	0
(11) Mile Post	0.00mi	(50) Sidewalk Width RT	0.00ft	(101) Parallel Structure	N
(16) Latitude	452630.40	<b>(51) Bridge Roadway Width</b>	18.20ft	(102) Direction of Traffic	2
(17) Longitude	1223832.06	(52) Deck Width	20.00ft	(103) Temporary Structure	
<b>(19) Bypass Detour</b>	99.00mi	<b>(53) Vert Clear Over Deck</b>	99.99ft	(104) Highway System	0
(20) TOLL	3 On free road	(54) Vert Clear Under Deck	N 0.00ft	(106) Year Reconstructed	
(21) Custodian	CTY/MUN Hwy AGCY	(55) Min Lat Underclear CD	N 0.00ft	(107) Deck Structure	1
(22) Owner	CTY/MUN Hwy AGCY	(56) Min Lat Underclear	L 0.00ft	(108) Wearing Surface	100
(26) Func Class	19 Urban Local	<b>*** CONDITION ***</b>		(109) Truck ADT	10
(27) Year Built	1960	<b>(58) Deck</b>	5	(110) Designated National Network	0
<b>(28) Lanes</b>	on: 2 / under: 0	<b>(59) SuperStructure</b>	6	(111) Pier Protection	-
<b>(29) Average Daily Traffic</b>	90	<b>(60) SubStructure</b>	2	(112) NBIS Bridge Length	Y
(30) Year of ADT	2010	(61) Channel	4	(113) Scour Critical Bridge	2
(31) Design Load	HL93	<b>(62) Culvert</b>	N	(114) Future ADT	99
<b>(32) Approach Roadway</b>	37.00ft	(64) Operating Rating	49.00ton	(115) Year of Future ADT	2030
(33) Bridge Median	0 No median	<b>(66) Inventory Rating</b>	29.00ton	(116) Vert-Lift Clearance	-1
(34) Skew	0°	<b>***APPRAISAL***</b>		<b>***State Information***</b>	
(35) Structure Flared	0 No flare	<b>(67) Structure Condition</b>	2	(117) Est Maint Cost	
<b>(36) Traffic Safety Feature</b>	0000	<b>(68) Deck Geometry</b>	4	(118) Culvert Length	
(37) Historical Significance	4	<b>(69) Underclearance</b>	N	(119) Culvert Inside Height	
(38) Navigation Control	0	(70) Posting	5	(120) Inspector	Andrew Packard (C0054)
(39) Navigation Vert Clear	0.00ft	<b>(71) Waterway Adequacy</b>	8	(125) Embankment Erosion	3
(40) Navigation Horz Clear	0.00ft	<b>(72) APPR RDWY Alignment</b>	6		
(41) Open Status	A	(75) Type of Work	6		
(42A) Type Service On	1	(76) Improvement Length			
(42B) Type Service Under	5	(90) Inspection Date	05/21/2015		
(12) Base Highway Network	0	(91) Inspection Frequency	12		
(13) LRS Inventory Route	000000000000	(63) Oper Rating Method	1		
(105) Federal Lands HWY	0				

**RS86**



**RS87**



## Memorandum

**To:** Chuck Eaton, Engineering Director

**From:** Geoff Nettleton, Civil Engineer

**CC:**

**Date:** January 27, 2016

**Re:** Temporary Boat Access at Washington Street

---

It has been requested that engineering take a look at the potential for creating temporary access to the boat ramp from McLoughlin Boulevard at the Washington Street intersection.

Currently the ramp access at Washington Street is permitted by ODOT as an exit only. To consider this driveway for two way access, considerable dialogue with ODOT will be required.

Additionally, significant work will be required to design and construct this entrance to provide safe access for vehicles pulling boat trailers. The current geometric layout will not allow vehicles to safely maneuver throughout the access drive and the parking lot. Preliminary designs to allow for two way traffic estimate grades in the range of 10% to 13% down to the parking lot and boat ramp. The grade transition from this range to the relatively flat nature of the existing parking lot may pose a challenge.

A preliminary design based on two way access at Washington Street would need to be further evaluated. Preliminary cost estimates would put the initial construction costs in the range of \$100,000 to \$150,000 to construct this as a temporary two-way access. The construction phase of this project is estimated to be approximately 1 to 3 months from the notice to proceed. In addition to the construction costs associated with the temporary access, there would be construction costs associated with returning the access drive to the original layout and design. This is estimated to be in the \$75,000 to \$125,000 range.

# Boat Ramp Access

