



Regular Session

RS

Milwaukie City Council



CITY OF MILWAUKIE
COUNCIL REGULAR SESSION

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

2246th Meeting

AGENDA

MAY 16, 2017

- | | Page # |
|---|------------|
| 1. CALL TO ORDER – 6:00 p.m. | |
| Pledge of Allegiance | |
| 2. PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS | |
| A. Milwaukie High School (MHS) Outstanding Student Achievement Award for May 2017 presented to Olga Mendez | |
| Presenter: Mark Pinder, MHS Principal | |
| B. North Clackamas School District (NCSD) Construction Bond Update | |
| Presenter: Mark Pinder, MHS Principal | |
| C. Dogwood Day – Proclamation | 2 |
| Staff: Scott Stauffer, City Recorder | |
| D. Public Works Week – Proclamation | 3 |
| Staff: Gary Parkin, Public Works Director | |
| E. National Police Week – Proclamation | 4 |
| Staff: Steve Bartol, Police Chief | |
| F. Mental Health Awareness Month – Proclamation | 5 |
| Presenter(s): National Alliance on Mental Illness (NAMI) | |
| 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. City Council Meeting Minutes: | 7 |
| 1. April 18, 2017, Work Session; | |
| 2. April 18, 2017, Regular Session; and | |
| 3. April 23, 2017, Council Retreat. | |
| B. Kellogg Creek Bridge Contract – Resolution | 17 |
| C. Memorandum of Agreement (MOA) with the State Building Codes Division – Resolution | 142 |
| D. Copier Lease Agreement – Resolution | 147 |
| E. Washington Street Storm Pipe Replacement Consultant Selection – Resolution | 156 |

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.

A. 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. Housing Goal Staffing Update

Staff: Alma Flores, Community Development Director

B. Expedited Annexation of 5989 and 6115 Harmony Road – Ordinance 162

Staff: David Levitan, Senior Planner

C. Community Attitude Survey Presentation 196

Staff: Mitch Nieman, Assistant to the City Manager

D. Council Input on Legislative, Regional, and County Issues

Staff: Mitch Nieman, Assistant to the City Manager

E. Council Reports

7. INFORMATION

8. ADJOURNMENT

Americans with Disabilities Act (ADA) Notice

The City of Milwaukie is committed to providing equal access to all public meetings and information per the requirements of the ADA and Oregon Revised Statutes (ORS). Milwaukie City Hall is wheelchair accessible and equipped with Assisted Listening Devices; if you require any service that furthers inclusivity please contact the Office of the City Recorder at least 48 hours prior to the meeting by email at ocr@milwaukieoregon.gov or phone at 503-786-7502 or 503-786-7555. Most Council meetings are streamed live on the City’s website and cable-cast on Comcast Channel 30 within Milwaukie City Limits.

Executive Sessions

The City Council may meet in Executive Session pursuant to ORS 192.660(2); all discussions are confidential and may not be disclosed; news media representatives may attend but may not disclose any information discussed. Executive Sessions may not be held for the purpose of taking final actions or making final decisions and are closed to the public.

Meeting Information

Times listed for each Agenda Item are approximate; actual times for each item may vary. Council may not take formal action in Study or Work Sessions. Please silence mobile devices during the meeting.

 CITY OF MILWAUKIE
COUNCIL REGULAR SESSION

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

2246th Meeting

MINUTES

MAY 16, 2017

Mayor Mark Gamba called the Council meeting to order at 6:08 p.m.

Present: Council President Lisa Batey; Councilors Angel Falconer, Wilda Parks, Shane Abma

Staff: City Manager Ann Ober	Engineering Director Charles Eaton
City Recorder Scott Stauffer	Planning Director Denny Egner
City Attorney Tim Ramis	Public Works Director Gary Parkin
Police Chief Steve Bartol	Civil Engineer Rick Buen
Assistant to the City Manager Mitch Nieman	Senior Planner David Levitan
Community Programs Coordinator Jason Wachs	

1. CALL TO ORDER

Pledge of Allegiance.

2. PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS

A. Milwaukie High School (MHS) Outstanding Student Achievement Award for May 2017 presented to Olga Mendez

Mr. Pinder introduced Ms. Mendez, the group viewed a video titled "My Community" that Ms. Mendez had produced, and Council congratulated Ms. Mendez on her academic and extra-curricular achievements.

B. North Clackamas School District (NCSD) Construction Bond Update

Mr. Pinder provided a brief report on the MHS construction project and announced several upcoming community meetings about the construction work.

C. Dogwood Day – Proclamation

Mr. Stauffer introduced the proclamation and Mayor Gamba proclaimed May 21, 2017, to be Dogwood Day in Milwaukie.

D. Public Works Week – Proclamation

Mr. Parkin introduced the proclamation and Mayor Gamba proclaimed May 21 through May 27, 2017, to be Public Works Week in Milwaukie.

E. National Police Week – Proclamation

Chief Bartol introduced the proclamation and Mayor Gamba proclaimed May 14 through May 20, 2017, to be National Police Week in Milwaukie.

F. Mental Health Awareness Month – Proclamation

Michelle Vinker, Executive Director of the National Alliance on Mental Illness (NAMI) of Clackamas County, introduced the proclamation. Council commented on the importance of NAMI's work in the community and Ms. Vinker noted the impact of housing and access to treatment on a person's ability to cope with mental illness. Mayor Gamba proclaimed May 2017 to be Mental Health Awareness Month in Milwaukie.

Council President Batey and Mayor Gamba asked staff to use the City's social media platforms to promote the issues and causes related to Council proclamations.

3. CONSENT AGENDA

Councilor Abma asked that Item 3. B. be removed for separate consideration.

Council President Batey asked if the reference to the Department of Consumer and Business Services (DCBS) in Item 3. C. was correct and **Ms. Ober** confirmed that DCBS was the state agency that housed the State Building Division.

It was moved by **Councilor Parks** and seconded by **Council President Batey** to approve the consent agenda minus item B.

A. City Council Meeting Minutes:

1. April 18, 2017, Work Session;
2. April 18, 2017, Regular Session; and
3. April 23, 2017, Council Retreat.

B. Resolution 53-2017: A Resolution of the City Council of the City of Milwaukie, Oregon, acting as the Local Contract Review Board, authorizing the City Manager to execute a contract for the design and construction of the Kellogg Creek Bridge (#22142) Replacement Project and declaring an emergency.
Removed for discussion

C. Resolution 54-2017: A Resolution of the City Council of the City of Milwaukie, Oregon, to update a Memorandum of Agreement (MOA) with the Department of Consumer Business Services and the City of Milwaukie.

D. Resolution 55-2017: A Resolution of the City Council of the City of Milwaukie, Oregon, authorizing the City Manager to enter into a five-year lease with Pacific Office Automation for multi-purpose copiers.

E. Resolution 56-2017: A Resolution of the City Council of the City of Milwaukie, Oregon, acting as the Local Contract Review Board, authorizing the City Manager or her designee to enter negotiations on compensation and scope of services with the selected engineering firm for the Washington Street Storm Replacement Project.

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

B. Kellogg Creek Bridge Contract – Resolution (Removed from the Consent Agenda for separate consideration)

Councilor Abma explained that he had asked for Item 3. B. to be removed from the Consent Agenda to confirm that the amount being authorized for the project was more than the contractor bid. **Mr. Buen** and **Mr. Eaton** explained that a 5% contingency fund had been added to the project budget to cover unknown costs.

Councilor Abma remarked on the positive impact of including a diversity, equity, and inclusion clause in the contract. He asked staff to follow-up with the contractor to ensure that they comply with the diversity requirements. **Mr. Eaton** reported that the City had little control over the contract language as the project would be funded by the Federal Emergency Management Administration (FEMA). He noted that FEMA would provide a list of approved sub-contractors to be given priority in the project.

Mayor Gamba asked if Clackamas County Water Environment Services (WES) had taken any responsibility for the bridge project. **Mr. Eaton** reported that WES' contributions to the project were being negotiated. **Ms. Ober** remarked that part of the negotiation with WES was about the long-term maintenance of the bridge. **Mr. Eaton** noted that whatever WES agreed to would be presented to Council as an amendment to the City's intergovernmental agreement (IGA) with WES.

Mayor Gamba asked if the bridge design had been reviewed by fish biologists and if it took into consideration the removal of the adjacent dam. **Mr. Buen** and **Mr. Eaton** reported that the contractor was aware of all the factors around the bridge as the request for proposals (RFP) had included information and questions about how the bridge was to be built to accommodate changes to the dam and restored riverbanks.

Councilor Falconer asked if most City contracts included a diversity clause and if such clauses were stricter than the one in the proposed contract. **Mr. Eaton, Mr. Ramis, and Mr. Buen** reported that the City includes such clauses when required to by funding agencies like FEMA. **Mr. Ramis** remarked on which State Law currently allowed cities to require in terms of sub-contracting diversity.

The group discussed the City's efforts to document contractor compliance with diversity clauses. **Ms. Ober** reported that staff would be updating the City's contracting and procurement policies and would ensure that diversity clauses would be included.

It was moved by Council President Batey and seconded by Councilor Falconer to approve Consent Agenda Item 3. B. Motion passed with the following vote: Councilors Batey, Parks, Abma, and Falconer, and Mayor Gamba voting "aye." [5:0]

Resolution 53-2017:

A Resolution of the City Council of the City of Milwaukie, Oregon, acting as the Local Contract Review Board, authorizing the City Manager to execute a contract for the design and construction of the Kellogg Creek Bridge (#22142) Replacement Project and declaring an emergency.

Mr. Eaton distributed a concept drawing of the new Kellogg Creek Bridge.

Mayor Gamba reported that he had seen utility markings along the new 17th Avenue multi-use pathway. Staff noted they would check to see who had made the markings.

Riverfront Park Beach Area Emergency Repair (Moved from the May 16, 2017, Work Session Agenda)

Mr. Eaton introduced Ken Vigil, Northwest Hydrology Leader with Environmental Service Associates (ESA), the consultant working on the beach repair project. **Mr. Eaton** provided a brief overview of the project and explained that the primary question for Council to consider was whether the beach area should be reconstructed to the original design or to a new design aimed at mitigating future beach damage. He noted that the beach had not been built to the original design and that the location of the beach was highly susceptible to erosion events.

Mayor Gamba and Mr. Eaton commented on why the beach had not been built to the original design and noted the impact of water runoff on the beach from the grass area.

The group discussed the need to provide beach access to non-motorized watercraft users while mitigating damage to the beach from different causes of erosion. **Mr. Eaton and Mayor Gamba** remarked on the repair work related to the nearby sanitary sewer manhole that had possible stormwater infiltration issues.

Mr. Eaton reviewed the proposed design concept. He reported that FEMA would only cover project costs related to restoring the beach to the original design and that the City had budgeted funds for the project. He summarized that staff was looking for Council direction as to which design option to pursue.

Mayor Gamba and Mr. Vigil discussed the proposed design concept aimed at mitigating erosion issues and the community's interest in water access for users of non-motorized watercraft. They noted the proposed stair design and the types of plantings to be done. **Mr. Vigil** noted that since the goal was to achieve multiple objectives in repairing the beach, no other parts of Riverfront Park had been considered for a beach location. The beach would be a summer-only launch point. **Mr. Eaton** pointed out that the project had been constrained by the park's original design concept.

Council President Batey and Mr. Eaton discussed why the beach had eroded and how to modify the boat ramp dock to be more accessible to non-motorized watercraft.

Mayor Gamba and Mr. Vigil remarked on the possibility of planting low-growing grasses to allow year-round water access for non-motorized watercraft.

Mr. Eaton reviewed permit and regulatory limitations on the project based on the location of the beach and other mitigation work in the park. He noted that the in-water work permit only allowed for a limited amount of time each year to work on the beach.

Mayor Gamba asked if staff and the consultant could reassess the mitigation design concept to include low-growing plants. **Mr. Vigil** confirmed the design could be modified and noted the tight project deadlines if the repair work was to be done in 2017. **Council President Batey** expressed support for getting the beach repaired this year.

The group discussed details of the proposed mitigation design including the dimensions of the proposed staircases and vegetation to be planted. They noted the tight deadlines for finalizing the design concept if the beach repair work was to be done this year. **Mr. Vigil** confirmed that the mitigation design should stabilize the slope using techniques that had worked in other parts of the park.

Mayor Gamba and **Mr. Vigil** discussed the feasibility of planting a mix of low-growing vegetation to allow year-round water access, and they commented on the type of rocks and boulders that should be installed for the staircases.

The group discussed the proposal to install two sets of steps instead of the original design's single wide steps. **Mr. Eaton** and **Mr. Vigil** noted the limitations of the existing work permit and the need to balance water access and erosion control measures.

Ms. Ober and **Mr. Eaton** confirmed that funding for the project had been budgeted and that Council was asked to make a policy decision on the project design.

The group remarked on the visibility of the project, the limitations placed on the dock design by the United States Army Corps of Engineers, and other ways to provide water access for use of non-motorized watercraft. **Council President Batey** suggested signage and a public outreach effort regarding who could use the dock.

Mr. Vigil remarked that he would review the geometry of the project and the type of vegetation to be planted to make the beach more conducive for high water launching.

It was Council consensus to proceed with the proposed mitigation design concept.

4. AUDIENCE PARTICIPATION

Mayor Gamba reviewed the Audience Participation procedures and **Ms. Ober** reported that there was no follow-up report from the May 2, 2017, Audience Participation. It was noted that no members of the audience wished to address Council.

5. PUBLIC HEARING

None scheduled.

6. OTHER BUSINESS

A. ~~Housing Goal Staffing Update~~ (Removed from the Agenda)

B. Expedited Annexation of 5989 and 6115 Harmony Road – Ordinance

Mr. Levitan provided a brief overview of the proposed annexation that involved three parcels of land. He reported that annexation of the existing apartment complex was required and that the applicant had requested system development charge (SDC) credits to offset the increase in taxes that would come with annexation. He noted that a representative of the applicant, Steve Kay, Land Use Consultant with Cascadia Planning and Development Services, was present to answer questions. He reported that an email regarding the annexation had been received on May 16, 2017.

Council President Batey and **Mr. Levitan** noted that the applicant had met with City staff and Clackamas County for pre-application meetings regarding possible development plans. **Mr. Levitan** confirmed that the City provided urban services to part of the apartment complex that was already in City Limits. He noted that the applicant only proposed to develop the land south of the creek.

Mr. Kay explained that the applicant had initially disputed the City's requirement that both 6115 and 5989 Harmony Road had to be annexed and that the applicant had concerns about the increased tax costs for apartment residents. **Mayor Gamba** and **Mr. Kay** noted that the apartment complex had recently been upgraded which had likely caused the applicant's property taxes to increase.

Mr. Kay noted Council's concern about housing and asked that the applicant's request for SDC credits be considered through a developer agreement or Council resolution.

Mayor Gamba and **Mr. Kay** noted that the applicant was planning to add 12 units of townhome apartments at 5989 Harmony Road and that the applicant would like to do as much as possible to avoid raising tenant rents.

Councilor Abma and **Mayor Gamba** noted that the Planning Commission would have to decide on granting any SDC credits.

It was moved by **Councilor Parks** and seconded by **Councilor Abma** to approve the first and second reading by title only and adoption of the Ordinance annexing tracts of land identified as Tax Map 1S2E31D, Lots 02100, 02200, and 02290 and located at 5989 SE Harmony Road and 6115 SE Harmony Road into the City Limits of the City of Milwaukie. (File #A-2017-001) Motion passed with the following vote: **Councilors Batey, Parks, Abma, and Falconer, and Mayor Gamba** voting "aye." [5:0]

Ms. Ober read the ordinance two times by title only.

Mr. Stauffer polled the Council with **Councilors Batey, Parks, Abma, and Falconer, and Mayor Gamba** voting "aye." [5:0]

ORDINANCE 2149:

AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, ANNEXING TRACTS OF LAND IDENTIFIED AS TAX MAP 1S2E31D, LOTS 02100, 02200, AND 02290 AND LOCATED AT 5989 SE HARMONY ROAD AND 6115 SE HARMONY ROAD INTO THE CITY LIMITS OF THE CITY OF MILWAUKIE. (FILE #A-2017-001)

Mayor Gamba recessed the Regular Session at 8:10 p.m. and reconvened the Regular Session at 8:21 p.m.

C. Community Attitude Survey Presentation

Mr. Nieman introduced Ben Patinkin, Principal at Patinkin Research Strategies (PRS), the consultant on the Community Attitude Survey project. They noted when the online survey results had been pulled for presentation to Council.

Mr. Nieman provided background information on the deployment and funding of the survey and explained that the purpose of the survey was to get baseline dataset on how the public felt about various City services and activities.

Mr. Patinkin and **Mr. Nieman** explained the survey's methodology and noted that results were solicited via a traditional phone survey of 500 Milwaukie residents and an online survey announced through an email blast to the City's utility customers.

Mr. Patinkin reviewed response data from individual questions asked in the survey and the group discussed various questions and response data.

Mr. Nieman reported that the survey was meant to help prioritize City activities in preparation of the 2018 budgeting cycle and the ongoing visioning process. **Ms. Ober** and **Mr. Nieman** suggested that another survey would be done in a year or two and they commented on the development of the survey's questions.

Councilor Abma thanked **Mr. Patinkin** and staff for their work on the survey and the group commented on the community's very favorable ratings of the Milwaukie Police Department (MPD).

D. Council Input on Legislative, Regional, and County Issues

Ms. Ober reported that staff had no legislative updates. The group noted that Council had received legislative updates from State Representative Karin Power and the League of Oregon Cities (LOC), as well as information on the City of Happy Valley's possible departure from the North Clackamas Parks and Recreation District (NCPRD).

E. Council Reports

Mayor Gamba announced that the City's Community Visioning survey was still available online and that the Milwaukie Pioneer Cemetery Association was looking for volunteers. He noted upcoming events including a plant sale sponsored by the Ardenwald-Johnson Creek Neighborhood District Association (NDA), City Manager drop-in meetings, National Senior Health and Fitness Day activities at the Milwaukie Center, and June 2017 First Friday activities. He reported that the City and Mercy Corps Northwest would be providing a business foundation course.

Council President Batey reported that the Friends of the Ledding Library (FOLL) had raised \$10,000 from their recent plant sale and she remarked on the strong start for the Milwaukie Sunday Farmers Market 2017 season.

Councilor Parks announced that the Milwaukie Public Safety Foundation (MPSF) would be holding its annual "9k for K9" walk in July 2017.

Councilor Abma thanked the residents of Milwaukie for electing him to the Council at the May 16, 2017, Special Election.

7. INFORMATION**8. ADJOURNMENT**

It was moved by Councilor Parks and seconded by Councilor Falconer to adjourn the Regular Session. Motion passed with the following vote: Councilors Batey, Parks, Abma, and Falconer, and Mayor Gamba voting "aye." [5:0]

Mayor Gamba moved to adjourn the regular session at 9:48 p.m.

Respectfully submitted,



Scott S. Stauffer, City Recorder



**Item moved from
5/16/17 WS to 5/16/17 RS**

Riverfront Park Beach Area

Emergency Repair

5/17/2017

City Council Work Session

Question

- Should the City reconstruct the area damaged by the storm event of December 2015 back to the original design or to a new design that will mitigate the impacts due to future events?



Pre-Disaster Condition



05/16/2017

City Council Work Session

Post-Disaster Condition



05/16/2017

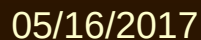
City Council Work Session



Original Design

- Would not have allowed access to river easily.
- Maintained existing river banks while protecting new construction.



The seal of the City of Milwaukie, Oregon, is a circular emblem. It features a central five-petaled flower with green leaves. The text "MILWAUKIE, OREGON" is arched across the top, and "FOUNDED 1847" is arched across the bottom, separated by two small stars.

City Council Work Session

As Constructed

- Relocated original access from area north of current location to current location.
- Eliminated designed steps and constructed protected beach area.
- Revised slope to allow easier access to the river.



As Constructed



05/16/2017

City Council Work Session



Proposed Design

- Recreates a protected river access area and constructs steps to access river similar to those in the original design, in current location.
- Maintains revised slope for easier access to river.



Proposed Design

CONCEPT | STAIRS



PROPOSED FEATURES

- 1 Steps to Beach
- 2 Reinforced Soil Slope
- 3 Viewing Area
- 4 Roemer's Fescue Grass
- 5 Meadow Barley Grass
- 6 Douglas Spirea
- 7 Boulder Edge
- 8 Vegetated Swale



819 SE Morrison St, Suite 310
Portland, OR 97214
P: (503) 274-2010
F: (503) 274-2024

Milwaukie Riverfront Park Bank Repair

CITY OF MILWAUKIE | MILWAUKIE, OR

4/19/2017



05/16/2017

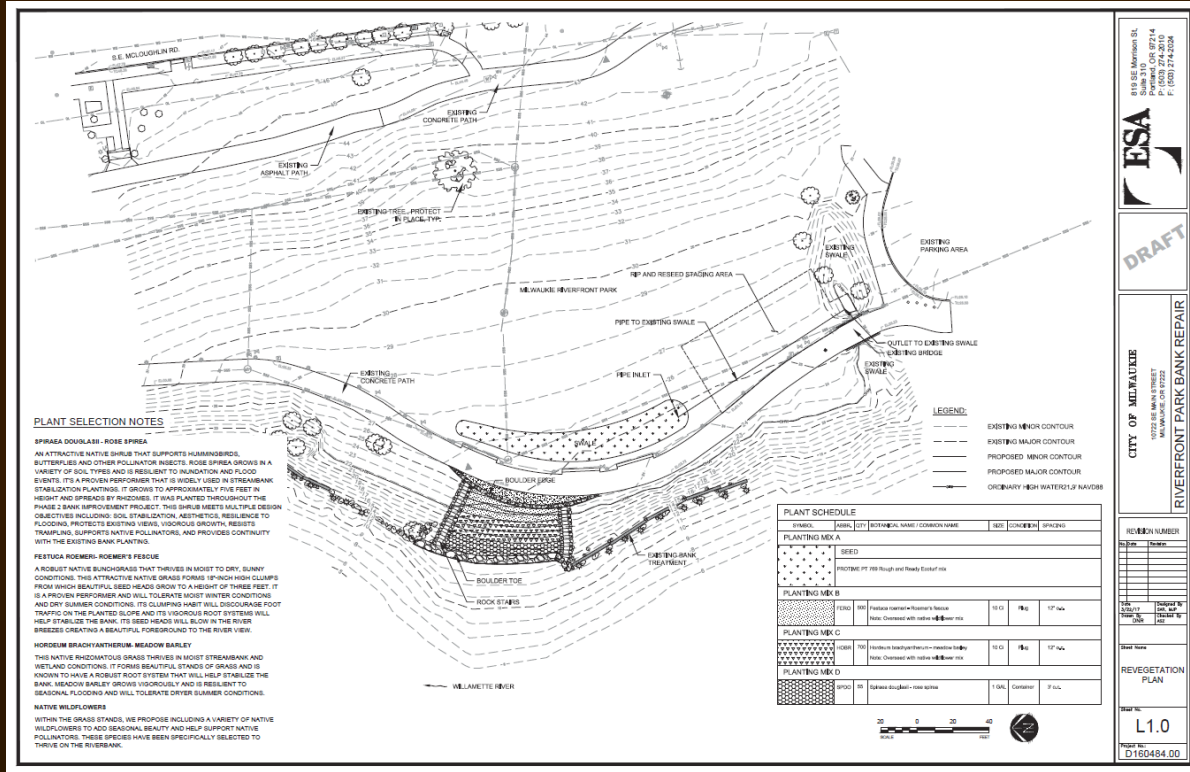
City Council Work Session

Proposed Design

- Additional Improvements
 - Provides additional mitigation for overland flow of storm runoff from park to water quality swale to provide some protection to bank.



Proposed Design



05/16/2017

City Council Work Session



Issues

- FEMA is only willing to cover the cost to restore the park to the original design.
- Additional funds are the responsibility of the City.
- The Project currently is budgeted for the proposed mitigated design.



Request

- Council direction on whether or not to pursue the proposed mitigated design.
- Construction needs to commence during the summer in-water work window to restore the area to a usable condition.
(July – October)



Questions



05/16/2017

City Council Work Session



**Regular Session
Agenda Item No.**

2

**Proclamations,
Commendations,
Special Reports,
& Awards**



CITY OF MILWAUKIE

PROCLAMATION

WHEREAS, the beauty of the native *Cornus nuttallii*, or Pacific Dogwood, was nurtured and cultivated by the earliest settlers of the Milwaukie area; and

WHEREAS, this community was incorporated on May 21, 1903, by the authority of the Oregon State Legislature and Governor George E. Chamberlain; and

WHEREAS, on July 9, 1962, the City Council designated the Dogwood as the City's official flower and "The Dogwood City of the West" as the City's nickname; and

WHEREAS, by designating May 21st as Dogwood Day this City is making note of our shared heritage with the earth and each other.

NOW, THEREFORE, I, Mark Gamba, Mayor of the City of Milwaukie, a municipal corporation in the County of Clackamas, in the State of Oregon, do hereby proclaim **May 21st, 2017**, as **Dogwood Day** in the City of Milwaukie, the Dogwood City of the West.

IN WITNESS WHEREOF, and with the consent of the City Council of the City of Milwaukie, I have hereunto set my hand on this **16th** day of **MAY, 2017**.

Mark Gamba, Mayor

ATTEST:

Scott Stauffer, City Recorder



 CITY OF MILWAUKIE
PROCLAMATION

WHEREAS, Public Works services are important to the health, safety, and well-being of Milwaukie's citizens; and

WHEREAS, these services are provided through dedicated public works professionals who oversee water distribution, water treatment, wastewater treatment, sewer systems, equipment services, public properties, solid waste systems, city streets, and water utilities; and

WHEREAS, 2017 marks the 57th annual National Public Works Week, and this year's theme is "Public Works Connects Us".

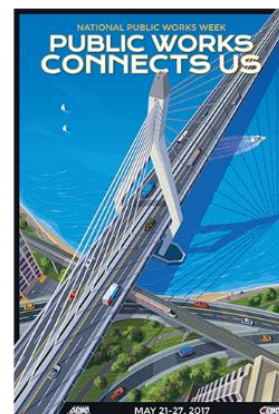
NOW, THEREFORE, I, Mark Gamba, Mayor of the City of Milwaukie, a municipal corporation in the County of Clackamas, in the State of Oregon, do hereby proclaim **May 21-27, 2017**, as **Public Works Week** in the City of Milwaukie, the Dogwood City of the West.

IN WITNESS, WHEREOF, and with the consent of the City Council of the City of Milwaukie, I have hereunto set my hand on this **16th** day of **MAY, 2017**.

Mark Gamba, Mayor

ATTEST:

Scott Stauffer, City Recorder





CITY OF MILWAUKIE

PROCLAMATION

RS 2. E.
5/16/17

WHEREAS, since the first recorded death in 1791, more than 20,000 Law Enforcement Officers in the United States have made the ultimate sacrifice in the line of duty, including Sgt. James Worell of the Milwaukie Police Department on December 31st, 1953; and

WHEREAS, Nationally, 2016 saw a ten percent increase in officer fatalities over the previous year making it the deadliest for law enforcement officers since 2011; and

WHEREAS, the Oregon Fallen Officer Memorial contains over 180 names of fallen Oregon officers including Seaside Police Department's Sgt. Jason Gooding, whose name was added to the wall earlier this month after he was feloniously killed on February 5th, 2016; and

WHEREAS, there have already been 32 officers killed in the line of duty in the first quarter of 2017 across the nation; and

WHEREAS, the Citizens of Milwaukie wish to express their greatest appreciation for the sacrifice and service of those officers.

NOW, THEREFORE, I, Mark Gamba, Mayor of the City of Milwaukie, a municipal corporation in the County of Clackamas, in the State of Oregon, do hereby proclaim that the citizens of Milwaukie recognize and support **National Police Week** May 14th through May 20th, 2017.

IN WITNESS, WHEREOF, and with the consent of the City Council of the City of Milwaukie, I have hereunto set my hand on this 16th day of May, 2017.

Mark Gamba, Mayor

ATTEST:

Scott S. Stauffer, City Recorder



PROCLAMATION

WHEREAS, mental health is a critical part of our health and wellbeing; and

WHEREAS, mental illnesses are real and far too prevalent in our county, our state, and our nation; and

WHEREAS, early identification and effective treatment of mental illnesses can lead to quicker recovery and the opportunity to lead productive lives; and

WHEREAS, businesses, schools, government, health care providers, and all citizens share the burdens of mental health illnesses; and

WHEREAS, public education and awareness can encourage good mental health and improve the lives of individuals and families affected by mental illness.

NOW, THEREFORE BE IT RESOLVED, I, Mark Gamba, Mayor of the City of Milwaukie, a municipal corporation in the County of Clackamas, in the State of Oregon, do hereby proclaim **May 2017** as **Mental Health Month** in Milwaukie to increase public understanding of the importance of mental health and to promote identification and treatment of mental illnesses.

AND BE IT FURTHER RESOLVED, that all citizens, businesses, schools, and organizations in Milwaukie are encouraged to recommit our community to increasing awareness and understanding of mental health, and are encouraged to take the "stigmafree pledge" at www.nami.org/stigmafree in observance of Mental Health Month.

IN WITNESS, WHEREOF, and with the consent of the City Council of the City of Milwaukie, I have hereunto set my hand on this **16th** day of **May, 2017**.

Mark Gamba, Mayor

ATTEST:

Scott S. Stauffer, City Recorder





**Regular Session
Agenda Item No.**

3

Consent Agenda

 CITY OF MILWAUKIE
COUNCIL WORK SESSION

City Hall Conference Room
10722 SE Main Street
www.milwaukieoregon.gov

MINUTES

APRIL 18, 2017

Mayor Mark Gamba called the Council meeting to order at 4:01 p.m.

Present: Council President Lisa Batey; Councilors Angel Falconer, Wilda Parks, Shane Abma

Staff: City Manager Ann Ober	Community Development Director Alma Flores
Assistant to the City Manager Mitch Nieman	Planning Director Denny Egner
City Recorder Scott Stauffer	Public Works Director Gary Parkin
City Attorney Tim Ramis	Economic Development Coordinator Amy Koski
Chief of Police Steve Bartol	Right-of-Way Contract Coordinator Reba Crocker

Arts Committee (artMOB) Annual Update

Ms. Nieman distributed an artMOB handout and introduced the artMOB members present: Chair Andrea Adams, Vice-Chair Chris Haberman, Treasurer Chris Davis, and member Denise Emmerling-Baker. He noted there was one vacancy on artMOB.

Ms. Adams presented an overview of artMOB's 2016-2017 activities and reviewed possible events for the upcoming year. **Ms. Emmerling-Baker** and **Ms. Davis** discussed their work for artMOB, including business outreach, current and future projects, and more.

Mr. Haberman described his role with the City Hall art gallery and art installations at local businesses. He discussed art curation events and the group remarked on his successful work bringing art to Milwaukie.

Council President Batey and **Mr. Nieman** discussed the need to make any changes to the artMOB bylaws. They noted the possibility of re-wording or removing the term-limits section of the bylaws since that section was covered in the Milwaukie Municipal Code (MMC). The group noted the current work to have the boards and committees term lengths move from two four-year terms to three two-year terms.

Council President Batey wondered why the artMOB bylaws noted elections were in March when new member terms started in April. **Mr. Nieman** explained new terms also started in July, and noted the rolling process of people leaving or joining the committee.

Councilor Parks thanked the committee for their hard and impressive work.

Economic Development Strategy

Ms. Flores introduced the topic and discussed the importance of understanding the current environment in Milwaukie to produce an effective Economic Development (ED) Strategy. Using data from recently-held focus groups, she presented statistics, including where Milwaukie residents were employed, and discussed the five Milwaukie employment districts. She explained the five areas the strategic action plan would focus on: land, labor, infrastructure, capital, and marketing. She provided examples of marketing packets that the City distributes and explained possible next steps in further developing and/or adopting the ED Strategy

Mayor Gamba asked about eliminating executive salaries from the data to better understand the average workers wage in the City. **Ms. Flores** noted the data source and explained it was reported all together and therefore could not be parceled out. The group discussed average wages, income rates, and data sources.

Mayor Gamba asked about the section of the ED Strategy pertaining to storage units; he wondered if the City wanted to start thinking about which types of businesses benefit

the City. He noted the possibility of codifying language banning storage units. **Ms. Flores** and the group discussed storage units, warehousing, and flex industrial spaces.

Mayor Gamba and **Ms. Flores** discussed why achievable lease rates were lower in the Johnson Creek area.

It was the group's consensus to officially adopt the ED Strategy as a plan.

Mayor Gamba reviewed his proposed corrections to the Strategic Plan. **Ms. Flores** explained that a specific section of the ED Strategy was from the old Comprehensive plan (Comp Plan) and would have to be changed through the Comp Plan update process. The group discussed the Comp Plan section and if it should be included in the ED Strategic Plan. **Ms. Flores** suggested that the outdated Comp Plan section be removed from the ED Strategy document.

Mayor Gamba noted that he would send additional comments to Ms. Flores. **Ms. Ober** summarized that staff would bring the ED Strategic Plan, with comments, to Council in May 2017 for adoption.

Creation of a Fireworks Ordinance

Chief Bartol reviewed the proposed ordinance and noted edits and changes. He reported that the item would be pulled from the April 18, 2017, Regular Session agenda and would be brought back to Council later. He distributed a copy of the ordinance that incorporated changes from Councilor Abma and Council President Batey.

The group reviewed the ordinance. **Chief Bartol** explained that he had worked with the City of Happy Valley to reduce costs in creating the proposed ordinance and he noted the importance of outreach in enforcing any new fireworks rules. The group discussed how to effectively inform the public about the new fireworks rules.

Ms. Ober noted that the Request for Quotation (RFQ) for Coho Point had been released and posted on the City's website.

Mayor Gamba adjourned the Work Session at 5:38 p.m.

Respectfully submitted,

Amy Aschenbrenner, Administrative Specialist II

 CITY OF MILWAUKIE
COUNCIL REGULAR SESSION

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

2244th Meeting

MINUTES

APRIL 18, 2017

Mayor Mark Gamba called the Council meeting to order at 6:02 p.m.

Present: Council President Lisa Batey; Councilors Angel Falconer, Wilda Parks, Shane Abma

Staff: City Manager Ann Ober	Engineering Director Charles Eaton
Assistant to the City Manager Mitch Nieman	Planning Director Denny Egner
City Recorder Scott Stauffer	Building Official Samantha Vandagriff
City Attorney Tim Ramis	Associate Planner Vera Kolias
Community Development Director Alma Flores	Senior Planner David Levitan

1. CALL TO ORDER

Pledge of Allegiance.

2. PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS

A. Milwaukie High School (MHS) Outstanding Student Achievement Award for April 2017 presented to Simon Fields

Mr. Pinder introduced Mr. Fields and Council congratulated him on his achievements.

B. North Clackamas School District (NCSD) Construction Bond Update

Mr. Pinder provided an update on the construction work to be done at MHS. He confirmed that temporary classrooms would be in place during construction work.

Mayor Gamba and **Mr. Pinder** remarked on the possibility of the new MHS building utilizing locally sourced cross-laminated timber products.

C. Building Safety Month Proclamation

Ms. Vandagriff and **Bill Kalapsa**, Safe-Build Alliance Board Member, introduced the proclamation and **Mayor Gamba** proclaimed April 2017 to be Building Safety Month.

D. Arbor Day Proclamation

Mr. Nieman introduced the proclamation and noted scheduled Arbor Day events. **Mayor Gamba** proclaimed April 22, 2017, to be Arbor Day in Milwaukie.

3. CONSENT AGENDA

It was moved by Council President Batey and seconded by Councilor Abma to approve the consent agenda.

A. City Council Meeting Minutes of the March 21, 2017, Regular Session.

B. Resolution 42-2017: A Resolution of the City Council of the City of Milwaukie, Oregon, Making Appointments to City Boards and Commissions.

C. Resolution 43-2017: A Resolution of the City Council of the City of Milwaukie, Oregon, Purchasing a Replacement Street Sweeper.

D. An Oregon Liquor Control Commission (OLCC) Application for Locally Sourced NW, 10869 SE 55th Avenue – New Outlet

Motion passed with the following vote: Councilors Abma, Falconer, Batey, and Parks, and Mayor Gamba voting “aye.” [5:0]

4. AUDIENCE PARTICIPATION

Mayor Gamba reviewed the Audience Participation procedures and **Ms. Ober** noted a correction to the previously announced timeline for the request for qualifications (RFQ) process related to Coho Point at Kellogg Creek.

Anne Renaud-Wilkinson, Milwaukie resident, remarked on her use of the boat ramp at Riverfront Park and expressed concern about boat ramp parking and access to the water for non-motorized boats. **Mayor Gamba** and **Council President Batey** remarked on the phased implementation of the Park's Master Plan, the lack of water access points in or near the City, and the ongoing repair projects in the Park. **Mr. Eaton** provided a brief update on the City's work to repair the Park's washed-out beachfront.

Steve Gerken, Milwaukie resident, commented on the enforcement of Federal immigration laws and encouraged the City to take steps to protect immigrants living or working in the City. **Mayor Gamba** remarked on current City policies related to the enforcement of Federal immigration laws and noted that Council had adopted a resolution in November 2016 stating that Milwaukie was a welcoming community.

Paul Sheprow, Milwaukie resident and American Civil Liberties Union (ACLU) People Power campaign member, reviewed nine model rules for local governments recommended by the ACLU related to the enforcement of Federal immigration laws. He suggested that the City had adopted six of the model rules and encouraged Council to adopt the remaining three rules. **Isabel Mesa Vasquez**, **Claire Schrader**, and **Capers Rumph**, Milwaukie residents and ACLU People Power campaign members, encouraged Council to adopt the three remaining model rules. **Mayor Gamba** remarked on Council's interest in the local enforcement of Federal immigration laws and **Ms. Ober** reported that Police Chief Steve Bartol would be looking at how other cities in Oregon have been handling immigration enforcement.

5. PUBLIC HEARING

A. Downtown Parklet Program and Fees – Resolution

Mayor Gamba called the public hearing on the resolution setting fees for use of parking spaces for downtown parklets, initiated by the City, to order at 6:49 p.m.

Opening: **Mayor Gamba** announced that the purpose of the hearing was to consider a resolution setting fees for use of parking spaces for downtown parklets.

Purpose, Conflict of Interest and Jurisdiction: **Mayor Gamba** asked if any member of Council wished to declare a conflict of interest and if any member of the audience wished to challenge Council's ability to participate in the hearing. It was noted that no member of Council declared a conflict of interest and no member of the audience challenged a member of Council's ability to participate in the hearing.

Staff Presentation: **Ms. Kolas** reviewed previous Council discussion regarding the parklet fee and provided a brief history of the pilot program. She discussed the proposed fee amounts, cited potential cost factors for businesses wishing to participate in the program, and listed City and community concerns about a year-round program. She reported that staff recommended Council approve a fee for use of parking spaces and determine if the program would be seasonal or year-round.

Council President Batey asked if the existing parklet could be grandfathered into whichever program was adopted. **Mr. Ramis** remarked that Council could articulate a rational basis for treating existing parklets differently from future parklets.

The group remarked on how the proposed fee structure had been calculated and discussed the costs for businesses associated with removing and reinstalling a parklet seasonally.

Mayor Gamba and **Mr. Eaton** commented on the logistical impacts of the Main Street roadway crown on constructing a parklet deck.

The group noted that the application of Americans with Disabilities Act (ADA) and row-of-way (ROW) requirements had evolved over the course of the pilot project. **Ms. Ober** reported that in September 2015 Council had directed that the existing parklet be made ADA compliant. **Mr. Eaton** confirmed that the program had always required parklets to be easily removed. **Mayor Gamba** and **Council President Batey** commented on the expenses related to removing and storing parklets.

The group discussed how other cities regulate table service provided by restaurants to customers using a parklet. They noted differences in table service rules based on whether the parklet is public, private, or a public/private partnership. Staff noted the possible table service preferences of a business that may seek to install a parklet.

Councilor Abma, Ms. Kolias, and Ms. Ober discussed how the proposed fee amounts had been calculated and how the City would recover the program's administrative costs.

Councilor Abma, Ms. Ober, and Council President Batey remarked on the increased maintenance costs for parklets left in place year-round.

Councilor Falconer asked if there were other public/private parklets in Oregon and if there were any Oregon Liquor Control Commission (OLCC) rules that would impact table service to parklets. **Mr. Ramis** remarked that it would be beneficial to contact the OLCC regarding liquor license rules and public spaces such as parklets.

Conduct of Hearing: **Mayor Gamba** noted that no member of the audience wished to address Council regarding the hearing topic.

Correspondence: staff reported that no correspondence had been received.

Audience Testimony: it was noted that there were no speakers present.

Staff Comments: it was noted that there were no staff follow-up comments.

Questions of Clarification: it was noted that Council had no further questions.

Close Public Hearing: **It was moved by Councilor Parks and seconded by Councilor Falconer to close the public hearing. Motion passed with the following vote: Councilors Abma, Falconer, Batey, and Parks, and Mayor Gamba voting "aye." [5:0]**

Mayor Gamba closed the public hearing at 7:19 p.m.

Decision by Council:

Councilor Abma expressed support for a seasonal parklet program and a \$40 per-parking-space per-month fee. He cited concerns about winter parklet maintenance and the lack of interested parties present at the hearing. **Ms. Ober** and **Ms. Flores** reported that Downtown Milwaukie business owners had been informed about the hearing.

Council President Batey concurred with Councilor Abma and expressed support for a seasonal parklet program and a \$40 per-parking-space per-month fee.

The group discussed how parklet design standards could address concerns about year-round maintenance. They noted that the City offered engineering services and had a grant program to help parklet owners meet ADA and ROW requirements.

Ms. Ober and **Council President Batey** remarked on the financial benefits and costs for business owners of maintaining a parklet year-round. It was noted that staff would check with the OLCC regarding the distribution of alcohol on a parklet.

Councilor Abma and **Ms. Kolias** noted that the proposed duration for a seasonal parklet program would be April 1 through November 30.

The group commented on the concept of a parklet and public plaza as applied in other countries and cities. **Mayor Gamba** and **Ms. Ober** remarked on why a business would be interested in a private parklet and wondered if there would be interest in working with the City to build public parklets.

Mayor Gamba expressed support for a seasonal parklet program and **Councilor Falconer** noted that parklets could be built for easy deconstruction and reassembly.

Councilor Abma and **Councilor Parks** suggested that the City offer financial assistance to help rebuild the existing parklet.

It was Council consensus that the parklet program should be seasonal and that the City should offer financial assistance to rebuild the existing parklet to meet ADA and ROW requirements and to be easier to disassemble and store during the winter.

Mayor Gamba commented on the costs and benefits of street parking versus parklet space and suggested the City did not yet have a parking problem. He suggested that the parklet fee not be \$40 a month per-parking space. **Council President Batey** and **Mayor Gamba** discussed the impact of parklets on parking.

Councilor Falconer agreed that there was currently no parking problem in the City and remarked that she did not feel \$40 a month would be cost prohibitive for businesses. She suggested Council revisit the parking program to possibly increase the parking permit fee. **Council President Batey** and **Mayor Gamba** noted that the parking fees had been raised recently.

Councilor Parks suggested that the City allowed businesses to expand their retail footprint by building parklets and expressed support for charging a parklet fee.

The group discussed which costs the proposed \$40 a month per-parking space fee would cover and noted the process for paying the fee.

Council President Batey proposed that the parklet fee be set at \$20 a month per-parking space and that the fee would have to be paid up-front for the season with no monthly payment option. The group agreed that the fee should be pro-rated for parklets built after the season had commenced.

Councilor Parks suggested that the required upgrades to the existing parklet could be done over a 12-month period. **Mr. Eaton** and **Ms. Ober** reported that the required ADA updates had not yet been done on the existing parklet.

It was Council consensus to charge \$20 per-month per-parking space for parklets, and that the fee should be paid up-front and could be pro-rated for parklets opening after the season had started. Council also agreed that up to \$10,000 could be offered in matching grant funds to the owner of the existing parklet to make necessary upgrades.

Mayor Gamba summarized that Council had agreed that the parklet season would run from April 1 through November 30.

The group discussed charging public and public/private or hybrid parklets different fee amounts. They commented on additional costs of building a hybrid parklet with permanent furniture structures that would be accessible during non-business hours and they noted the unanswered question about OLCC rules for alcohol on parklets.

The group noted the changes to be made to the proposed resolution based on the decisions about the parklet program made by Council during the meeting.

It was moved by Councilor Abma and seconded by Councilor Parks to make the parklet program seasonal from April 1 to November 30. Motion passed with the following vote: Councilors Abma, Falconer, Batey, and Parks, and Mayor Gamba voting “aye.” [5:0]

Ms. Ober and **Mr. Ramis** noted that the parklet grant program had already been approved by Council through the adoption of the current budget.

It was moved by Mayor Gamba and seconded by Councilor Falconer to offer any existing parklet owner up to \$10,000 to bring their parklet into compliance. Motion passed with the following vote: Councilors Abma, Falconer, Batey, and Parks, and Mayor Gamba voting “aye.” [5:0]

It was moved by Council President Batey and seconded by Councilor Parks to approve the Resolution Setting Fees for Use of Parking Spaces for Downtown Parklets as amended. Motion passed with the following vote: Councilors Abma, Falconer, Batey, and Parks, and Mayor Gamba voting “aye.” [5:0]

Resolution 44-2017:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, SETTING FEES FOR USE OF PARKING SPACES FOR DOWNTOWN PARKLETS.

6. OTHER BUSINESS

~~A. Creation of a Fireworks Ordinance – Ordinance~~ [this item was removed from the agenda for consideration at a future Council meeting]

B. Extend the City’s Housing Emergency – Resolution

Mr. Levitan reported that Council had directed, and staff had recommended, that the housing emergency be extended for six months.

It was moved by Council President Batey and seconded by Councilor Falconer to approve the Resolution extending the declared Housing Emergency for a period of six months, pursuant to Ordinance 2117. Motion passed with the following vote: Councilors Abma, Falconer, Batey, and Parks, and Mayor Gamba voting “aye.” [5:0]

Resolution 45-2017:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, EXTENDING THE DECLARED HOUSING EMERGENCY FOR A PERIOD OF SIX MONTHS, PURSUANT TO ORDINANCE 2117.

C. Maintain Renter Protection Measures – Resolution

Mr. Levitan reviewed previous Council actions and pending State legislation related to renter protection measures. He reported that based on regional residential vacancy rates, staff recommended that Council adopt a resolution to maintain the renter protections adopted in 2016.

Councilor Abma and **Mr. Levitan** discussed when regional vacancy data would prompt Council to revisit the renter protection measures. It was noted that staff would review Ordinance 2118 to clean-up unclear sections.

Councilor Abma and **Mayor Gamba** expressed support for making the 90-day no-cause eviction rule permanent. The group agreed that Council would need to revisit renter protection measures again based on State action and regional vacancy rates.

It was moved by Councilor Falconer and seconded by Council President Batey to approve the Resolution maintaining the Renter Protection measures in Milwaukie Municipal Code (MMC) 5.60, pursuant to Ordinance 2118. Motion passed with the following vote: Councilors Abma, Falconer, Batey, and Parks, and Mayor Gamba voting “aye.” [5:0]

Resolution 46-2017:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, MAINTAINING THE RENTER PROTECTION MEASURES IN MMC 5.60, PURSUANT TO ORDINANCE 2118.

D. Accept Elk Rock Island Property Transfer – Resolution

Mr. Nieman reported that Council was asked to authorize an intergovernmental agreement (IGA) to accept the transfer of Elk Rock Island. He provided an overview of

the island's history and relationship to Milwaukie, noted the IGA's naming and maintenance requirements, and reviewed the property transfer process. He explained that the IGA would end in 2025 and discussed funding requirements and the need to partner with other agencies to maintain the island.

The group discussed the open-ended duration of clauses in the proposed IGA related to informing the City of Portland whenever the island's maintenance plan was amended.

Councilor Falconer pointed out a typographical (scrivener's) error and **Ms. Ober** noted that staff would correct the error.

Mr. Nieman reviewed the next steps in executing the IGA and taking ownership of the island, which would include amending the City's Urban Growth Management Area (UGMA), commencing the annexation process, and working with the City's Park and Recreation Board (PARB) and the North Clackamas Parks and Recreation District (NCPRD) to activate the use of the island. He noted that Council would consider budget needs for the island in future budgeting cycles and that the Milwaukie Police Department (MPD) already responded to calls to the island.

The group thanked Mayor Gamba and staff for their leadership and work to get the island transferred to Milwaukie.

It was moved by Councilor Abma and seconded by Councilor Parks to approve the Resolution authorizing the Mayor to sign an intergovernmental agreement with the City of Portland to transfer ownership of the Elk Rock Island from the City of Portland to the City of Milwaukie, and to execute any necessary amendments to correct any scrivener's errors. Motion passed with the following vote: Councilors Abma, Falconer, Batey, and Parks, and Mayor Gamba voting "aye." [5:0]

Resolution 47-2017:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND TO TRANSFER OWNERSHIP OF THE ELK ROCK ISLAND FROM THE CITY OF PORTLAND TO THE CITY OF MILWAUKIE.

Council President Batey asked that any information on bird counts in the island's management plan be posted on the City's website. **Mr. Nieman** confirmed that staff would work to make the requested information available online.

E. Renaming of Riverfront Park

Mr. Nieman explained that Council had previously directed staff to identify the process to rename Riverfront Park. He outlined the park renaming process and ask for Council to confirm what the new name of the park should be.

The group noted that several neighborhood district associations (NDAs), the NCPRD District Advisory Board (DAB), and the Riverfront Task Force (RTF) had expressed support for renaming Riverfront Park to Milwaukie Bay Park.

It was Council consensus that staff should begin the process to rename Riverfront Park to Milwaukie Bay Park.

F. Council Input on Legislative, Regional, and County Issues

Councilor Parks reported that the Legislature's deadline for reporting bills out of committee had passed and that the recreational immunity had been adopted.

Council President Batey reported that a bill related to oil trains had been passed out of the House Ways and Means Committee.

Mayor Gamba provided an update on the status of Senate Bill 1008 (SB1008) related to air quality measures and reported that he had been asked to join a metro-region conversation about regulating Precision Cast Parts.

Mayor Gamba and **Ms. Ober** discussed the status of a draft set of community solar program rules put out by the Oregon Public Utility Commission (PUC). They noted the City's limited ability to intervene in PUC hearings.

Ms. Ober reported that staff would be setting-up a meeting for Council with United States Congressman Kurt Schrader. The group noted topics they would like to cover with Congressman Schrader and staff offered to set-up similar meetings with other members of Oregon's Congressional Delegation.

The group noted the status of House Bill 2004 (HB2004).

G. Council Reports

Mayor Gamba announced Earth Day and Arbor Day activities, the Milwaukie Film Series, and the City Manager's Community Meetings schedule. He reported that the Milwaukie Pioneer Cemetery was looking for volunteers for clean-up events and **Council President Batey** added that the cemetery was looking for board members.

Council President Batey provided additional information on the Milwaukie Film Series and announced that the Milwaukie Sunday Farmers Market and First Friday events would return in early May 2017. She invited the public to join a group that had formed to commission and place a sculpture at the City's Public Safety Building (PSB) to commemorate the 100th anniversary of the MPD.

Councilor Abma remarked that he was looking forward to the Earth Day event at Water Tower Park.

Ms. Ober announced that Council would be convening for a Goal Setting Retreat at City Hall at 10:00 a.m. on April 23, 2017.

7. INFORMATION

8. ADJOURNMENT

It was moved by Councilor Parks and seconded by Councilor Abma to adjourn the Regular Session. Motion passed with the following vote: Councilors Abma, Falconer, Batey, and Parks, and Mayor Gamba voting "aye." [5:0]

Mayor Gamba moved to adjourn the regular session at 9:13 p.m.

Respectfully submitted,

Scott S. Stauffer, City Recorder

 CITY OF MILWAUKIE
COUNCIL SPECIAL SESSION

City Hall Conference Room
10722 SE Main Street
www.milwaukieoregon.gov

MINUTES

APRIL 23, 2017

Mayor Mark Gamba called the Council meeting to order at 10:04 a.m.

Present: Council President Lisa Batey; Councilors Angel Falconer, Wilda Parks, Shane Abma

Staff: City Manager Ann Ober
Assistant to the City Manager Mitch Nieman
City Recorder Scott Stauffer
Chief of Police Steve Bartol
Community Development Director Alma Flores
Engineering Director Charles Eaton
Finance Director Haley Fish
Planning Director Denny Egner

Goal Setting Discussion

Ms. Ober welcomed the group and presented a short Technology, Entertainment, and Design (TED) Talk video on the “Golden Circle” by Simon Sinek (video available online at <https://youtu.be/fMOlfsR7SMQ>).

The group participated in a goal identifying process and discussed the Council’s goals for the 2017-2018 biennium.

The Council Retreat was recessed at 12:09 p.m. and reconvened at 12:17 p.m.

The group continued to discuss potential Council goals. They noted many ongoing City projects including work to make Milwaukie a more inclusive community, the Safe Access for Everyone (SAFE) program and related Vision Zero goals, the development of Wichita and Kronberg parks, funding and management of the City’s parks, and the development of the South Downtown area.

It was the Council consensus to adopt the following goals for the 2017-2018 biennium:

- Housing Affordability: increase and produce a variety of housing;
- Milwaukie Bay Park; and
- Net Zero Energy by 2040.

Mayor Gamba adjourned the Goal Setting Retreat at 1:52 p.m.

Respectfully submitted,

Scott S. Stauffer, City Recorder

To: Mayor and City Council
Through: Ann Ober, City Manager
Reviewed: Charles Eaton, Engineering Director
From: Roderick Buen, Civil Engineer

Date: May 3, 2017 for Meeting May 16, 2016

Subject: **Kellogg Creek Bridge (#22142) Emergency Replacement – Design Build Project**

ACTION REQUESTED

Approve a resolution to authorize the City Manager to execute a contract with HP Civil, Inc for services to the City for the Kellogg Creek Bridge (#22142) Emergency Replacement Project.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

Staff reported on the investigation into the extent of the damage of the access bridge and roadway of the Riverfront Park on December 15, 2015, January 5, 2016, January 19, 2016, and February 2, 2016.

At the **February 2nd 2016 City Council Regular Session**, it was approved by the council to proceed with the replacement of the bridge under an emergency declaration. Council also authorized use of the Design-Build (DB) alternative contracting for the project to assist with the complexities of maintaining access to Riverfront Park and the boat dock while constructing the new bridge, reinforcing the sewer line, and stabilizing the streambanks.

<https://www.milwaukieoregon.gov/citycouncil/city-council-regular-session-174>.

On **December 6, 2016** at the **City Council Regular Session**, staff presented a resolution adopting findings to allow alternative contracting for the Kellogg Creek Bridge (#22142) Emergency Replacement Project and was approved under the Resolution No. 123-2016.

<https://www.milwaukieoregon.gov/citycouncil/city-council-regular-session-194>.

ANALYSIS

A Request for Proposal (RFP) for a Design Build Team was issued on February 24, 2017. Proposal due date was April 18, 2017 with 5 proposals received in response to the RFP. Interviews were conducted April 26th - April 28th of all 5 proposers.

The process of awarding Design-Build as outlined in the RFP, was based on the relative weighted score allocated to the Quality and Price Proposals for the project as follows:

(a) Quality Proposal Weight = 40%

Quality Review criteria was as follows:

- a. Organization
- b. Project Expertise
- c. Project Schedule
- d. Project Approach
- e. Project Staging
- f. Type, Size and Location of Structure
- g. Innovative Solutions

(b) Price Proposal Weight = 60%

The following table is a summarization of the scores of the Quality and Price Proposals.

	DB Contractor	Quality Score	Price Score	Total Bid Price	Total Score
1	HP Civil Inc	36.60	53.43	\$2,610,000.00	90.03
2	Advanced American Construction, Inc.	33.48	54.54	\$2,739,000.00	88.03
3	Farline Bridge Inc	26.89	60.00	\$2,293,600.00	86.89
4	Kiewit	27.67	32.96	\$4,175,000.00	60.63
5	OSBC	21.82	31.31	\$4,395,555.00	53.49

BUDGET IMPACTS

This project is included within the current budget with an authorization amount of \$3,019,000.00.

WORKLOAD IMPACTS

Project was included in the 2017-2018 CIP. No additional impacts are anticipated.

STAFF RECOMMENDATION

Staff is recommending award of the Kellogg Creek Bridge (#22142) Emergency Replacement Project to HP Civil, Inc.

ALTERNATIVES

1. Reject the selected firm and proceed to the next most qualified Design-Build team.
2. Reject all firms.

ATTACHMENTS

1. Resolution
2. HP Civil Quality Proposal
3. HP Civil Price Proposal
4. Design-Build Contract



CITY OF MILWAUKIE

COUNCIL **RESOLUTION No.**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACTING AS THE LOCAL CONTRACTING REVIEW BOARD, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR THE DESIGN AND CONSTRUCTION OF THE KELLOGG CREEK BRIDGE (#22142) REPLACEMENT PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of Milwaukie approved the replacement of the Kellogg Creek Bridge (#22142) under an emergency situation; and

WHEREAS, an emergency exemption from competitive bidding was made for of the Kellogg Creek Bridge (#22142) replacement project; and

WHEREAS, the City of Milwaukie adopted findings authorizing the use of alternative contracting per Resolution No. 123-2016; and

WHEREAS, a formal competitive request for proposal process following Chapter 10.105B of the City's Public Contracting Rules was conducted; and

WHEREAS, HP Civil Inc. is recommended as the lowest responsible firm for the project.

Now, Therefore, be it Resolved that

Section1: The Milwaukie City Council, acting as the Local Contractor Review Board for the City of Milwaukie, authorizes the City Manager to execute a contract with HP Civil Inc. for the construction of the Kellogg Creek Bridge (#22142) Emergency Replacement Project. Waive any irregularities or informalities in the bid documents. And authorize the Engineering Director to administer the project in accordance with the project specifications with a project authorization of \$2,740,500.00.

Section 2: Emergency. It is necessary for the public health, safety and general welfare that the Kellogg Creek Bridge (#22142) be replaced in an expedited manner; therefore, an emergency is declared to exist, upon the adoption of this resolution, to facilitate the immediate construction of the Kellogg Creek Bridge (#22142) Emergency Replacement 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

Scott S. Stauffer, City Recorder

City Attorney



Quality Proposal

KELLOGG CREEK BRIDGE

Emergency Replacement Design-Build Project

City of Milwaukie



For additional information, please contact:
Larry Gesher, President, HP Civil, Inc.
(971) 304-5653 | larryg@hpcivil.com

BR # 22142
April 18, 2017

RS20



April 18, 2017

Attn: Rick Buen, PE, Civil Engineer
City of Milwaukie Community Development
6101 SE Johnson Creek
Milwaukie, OR 97206

RE: Kellogg Creek Bridge (BR # 22142) Emergency Replacement Design-Build Project
Proposal Cover Letter

Dear Rick:

Principal Participant HP Civil Inc. desires to be considered as the design-builder for the Kellogg Creek Bridge (BR #22142) Emergency Replacement DB Project. OTAK Inc. will provide Design services, Quality Management services and Design and Construction Survey.

Our team consists of construction and design professionals with significant design-build bridge experience in the State of Oregon. Our Project Principal, Project Manager, and Construction Manager are leaders in helping the Oregon Department of Transportation perfect their DB delivery model.

Our team has designed a bridge solution that expands the bridge length out to 116'-0", which opens the fluvial channel up so the roadway profile only needs to raise 1'-0" above the existing bridge deck elevation. This eliminates many of the roadway profile issues and staging challenges in a tight work area.

Major subcontractors are OTAK Inc., Reeve Sherwood Consulting LLC, GRI, and Pacific Foundations. Reeve Sherwood Consulting will be providing all permitting and environmental services while GRI will be providing geotechnical design. Pacific Foundations will be installing sheet pile wall tie backs. I, Larry Gescher, DB Project Manager, will be the single point of contact and all correspondence can be directed to me at:

P.O. Box 556, Stayton, OR 97383

Phone: (503) 769-2466

Fax: (503) 769-2761

Email: larryg@hpcivil.com

Sincerely,
HP CIVIL, INC.



Larry Gescher
President

**QUALITY PROPOSAL SIGNATURE PAGE AND
PROPOSAL FIRM OFFER**

PROPOSER: HP Civil Inc. TELEPHONE No. (503) 769-2466

ADDRESS: PO Box 556, Stayton, OR 97383

CONTRACTOR'S LICENSE No. 202060

LICENSE CLASSIFICATION Commercial General Contractor Level 2

PROJECT: Kellogg Creek Bridge (BR #22142) Design-Build Project (the "Project")

TO THE CITY OF MILWAUKIE:

FIRM OFFER; SCOPE OF FIRM OFFER. The Proposer hereby submits this its Firm Offer in response to that Request for Proposals (RFP) issued February 2017, as amended by Addenda 1 through 5, to execute the Contract, consisting of the Contract Documents, as those terms are defined in **DB General Provisions**, Subsection 110.20, within the time period stipulated in the Special Instructions if awarded the Contract, and upon Contract execution to perform the Contract in accordance with its terms. Such Firm Offer shall remain open for a minimum of 180 Calendar Days from the original Proposal Due Date, or for such longer period to which Proposer may consent. Notwithstanding the foregoing, Proposer's execution of the Contract shall constitute evidence that its Firm Offer was held open to date of Contract execution.

The following portions of the Proposer's Quality Proposal and Price Proposal (collectively, its "Proposal") are included in this Firm Offer in accordance with the criteria established in the Design-Build Agreement, Article 1.7 and as stipulated in Standard Instructions Sections 3.2 and 3.4:

Quality Proposal: Those portions of the Quality Proposal that meet or exceed Agency's minimum Contract requirements, as determined by Agency in its sole discretion, shall be incorporated into the resulting Contract in Article 11 as if fully set forth therein, and shall constitute additional minimum Contract requirements. (Refer to the criteria established in the Design-Build Agreement, Article 1.7 and Standard Instructions Sections 3.2 and 3.4.) Upon incorporation, such portions of the Proposal shall amend the minimum Contract requirements they exceed. Those portions of the Quality Proposal that do not meet or exceed the minimum Contract requirements established by the Agency shall **not** be incorporated into the Contract.

Price Proposal: The total of prices proposed in the Price Proposal Form SP, "Schedule of Prices" (the "Proposal Price"), shall be incorporated into the resulting Contract in Article 11 as if fully set forth therein.

EQUAL OPPORTUNITY CLAUSE. The Proposer, hereby certifies that **(CHECK ONE)** it has ☒ has not ☐, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 11246, 10925 and 11114 as amended, and that **(CHECK ONE)** it has ☒ has not ☐, filed with the Office of Federal Contract Compliance Program all reports due under the applicable filing requirements.

ADDENDA. Proposer acknowledges receipt of the following Addenda:

No.1	DATE March 13, 2017	No. 2	DATE March 13, 2017
No. 3	DATE March 22, 2017	No. 4	DATE March 28, 2017
No 5	DATE March 29, 2017		

PROPOSAL SECURITY. The undersigned tenders herewith Proposal Security in the amount of ten percent (10%) of the Proposal Price, payable or drawn to the order of the City of Milwaukie.

COMPLETION OF ON-SITE WORK. Proposer, if awarded the Contract, will complete all On-Site Work by: October 31, 2018.

PROPOSER AFFIRMATIONS.

The Proposer, by and through the undersigned, its authorized representative, acknowledges, represents, attests, warrants and certifies that:

- (1) Proposer, acting through its authorized representatives, has read and understands, and agrees to be bound by and comply with all RFP instructions, terms and conditions, together with all Addenda, if any, issued.
- (2) Proposer, acting through its authorized representatives, has made a proper examination of the Project Site and all Work Locations.
- (3) Proposer, acting through its authorized representatives, has read and understands, and agrees to be bound by and comply with the terms of all Contract Documents identified, included, or incorporated by reference into the RFP before submitting its Proposal.
- (4) The Proposal was prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
- (5) Neither Proposer nor anyone representing the Proposer offered or gave any advantage, gratuity, bonus, discount, bribe or loan of any sort to the Agency or its agents, employees, or anyone representing the Agency, or engaged in any other type of anti-competitive conduct at any time during this procurement.
- (6) Proposer has the power and authority to make and be bound by the terms of this it's FIRM OFFER for the FIRM OFFER period.

(7) Proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

(8) If awarded the Contract, Proposer shall utilize in performance of the Contract all resources indicated in its Proposal, including Major Subcontractors, Key Personnel, and Key Design Professionals, to the extent within Proposer's control and through application of Proposer's best efforts.

(9) If awarded the Contract, Proposer shall make all Key Personnel, including Key Design Professionals, identified in its Proposal available at all times and places required under the terms of the Contract, and shall ensure that such Key Personnel devote all efforts necessary for all periods of time necessary or required under the terms of the Contract, to timely fulfill all Contract obligations.

(10) Proposer has the power and authority to enter into and perform the Contract to be awarded, and the Contract, when executed and delivered, shall be a valid and binding obligation enforceable according to its terms.

(11) If Proposer is a joint venture or partnership, each joint venturer or partner has signed this Quality Proposal Signature Page and Proposal Firm Offer on behalf of both itself and Proposer, and each joint venturer or partner and Proposer shall be jointly and severally liable for performing all of the duties and meeting all of the obligations of the Proposer under the terms of the RFP, Proposal and Contract to be entered into.

(12) Proposer acknowledges that the Agency has the right to modify the Contract prior to execution to (a) correct typographical errors, (b) reconcile inconsistencies within and among the Contract Documents, (c) conform terminology used throughout the Contract Documents, (d) include omitted terms clearly contemplated by the language in the Contract Documents, (e) add terms required under State or federal Law, and (f) incorporate those portions of the Quality Proposal and Price Proposal included in the Firm Offer, as set forth under "FIRM OFFER, SCOPE OF FIRM OFFER," modified, if so, by such Negotiations as may be authorized under applicable statutes and rules.

(13) Proposer intends its Proposal Price to constitute full compensation for performance of all Contract obligations, including those additional minimum Contract requirements proposed in the Quality Proposal and incorporated under Article 11 of the Design-Build Agreement in accordance with the criteria and requirements referenced in section entitled, FIRM OFFER, SCOPE OF FIRM OFFER.

(14) Proposer agrees to be bound by and will comply in all respects with the terms of the resulting Contract upon award.

(15) Agency will not be liable for any expenses incurred by Proposer in preparing and submitting its Proposal or in participating in the Proposal evaluation/selection process.

(16) In the event Proposer has engaged in unlawful anti-competitive conduct or behavior prohibited under the terms of the RFP during this procurement, withdraws its FIRM OFFER or any aspect of it prior to expiration of the FIRM OFFER period, or lacks power or authority or fails for any reason to execute the Contract if awarded to it within the time period specified in the RFP or agreed to by the Parties, the Proposer shall forfeit its Proposal

Security and be disqualified from further consideration for Contract award and eligibility for receipt of a Proposal stipend.

STATE OF Oregon

§§

COUNTY OF Marion

BEFORE ME APPEARING THE UNDERSIGNED AND BEING BY ME DULY SWORN, UPON HIS/HER OATH INDIVIDUALLY AND IN HIS/HER REPRESENTATIVE CAPACITY ON BEHALF OF PROPOSER, DEPOSES AND STATES:

I, the undersigned, am a duly-authorized representative of the Proposer and have been authorized by the Proposer (a) to make in the name of and on behalf of Proposer all acknowledgments, representations, attestations, warranties, and certifications contained herein and elsewhere in the Proposal, (b) to execute this Quality Proposal Signature Page and Proposal Firm Offer and the Price Proposal Cover Sheet and Signature Page on behalf of Proposer, and (c) by my signatures to bind Proposer to the terms of its FIRM OFFER;

And further, that (a) the acknowledgments, representations, attestations, warranties, and certifications contained herein and elsewhere in the Proposal are true and correct, and (b) all copies of the Quality Proposal and Price Proposal submitted with the originals are true and correct copies of the originals.

Proposer/Design-Builder Single Point of Contact (Type or Print):

Larry Gescher

Title: President

Telephone Number: (503) 769-2466

Fax Number: (503) 769-2761

Cell Phone Number and Pager: (971) 304-5653

Company: HP Civil Inc.

Address: PO Box 556, Stayton, OR 97383

E-mail: larryg@hpcivil.com

Proposer: HP Civil Inc.

By:  **
Signature

Larry Gescher
Printed Name

Title: President

Proposer FEIN ID# or SSN# (required): 46-4349552

SUBSCRIBED AND SWORN TO ME ON THIS THE 4th DAY OF April, 2017

Kimberly S Miller
NOTARY PUBLIC

My Commission Expires: February 13, 2021



If Proposer is a joint venture or a partnership, each joint venture member or partner of Proposer shall sign this Proposal Firm Offer, and by doing so is signing on behalf of and is thereby binding both itself and Proposer, and each joint venture member or partner and Proposer shall be jointly and severally liable under this Proposal Firm Offer and the Contract.

Joint Venturer/Partner: _____

By: _____ **
Signature

Printed Name (On behalf of itself and Proposer)

Title: _____

Joint Venturer/Partner FEIN ID# or SSN# (required):

SUBSCRIBED AND SWORN TO ME ON THIS THE ____ DAY OF _____, 20__

NOTARY PUBLIC
My Commission Expires: _____

Joint Venturer/Partner: _____

By: _____ **
Signature

Printed Name (On behalf of itself and Proposer)

Title: _____

Joint Venturer/Partner FEIN ID# or SSN# (required):

SUBSCRIBED AND SWORN TO ME ON THIS THE ____ DAY OF _____, 20____

NOTARY PUBLIC

My Commission Expires: _____

NOTE: Include additional signature pages if necessary for joint venture members' or partners' signatures.

****THIS QUALITY PROPOSAL SIGNATURE PAGE AND PROPOSAL FIRM OFFER MUST BE SIGNED IN INK. ANY ALTERATIONS, INTERLINEATIONS, OR ERASURES TO THE PROPOSAL MUST BE INITIALED ON THE ORIGINAL COPY IN INK BY THE SIGNATORY TO THIS QUALITY PROPOSAL COVER SHEET AND SIGNATURE PAGE.**

PROPOSER CONFLICT OF INTEREST DISCLOSURE FORM COI

Proposer: Proposer must complete Parts 1 and 2 of this Form COI and attach a full disclosure of all potential 23 CFR 636 Organizational Conflicts of Interest.

PART 1: PROPOSER'S DECLARATION

1. Is any Associate of this firm (*see definition in the COI Guidelines*) a former employee or family member of an employee of the Agency? Yes____No X____
2. Does any Associate of the firm have a Conflict of Interest with regard to any member of the Proposal evaluation team? Yes____No X____
3. Did this firm, or any Associate of this firm, participate in preparing any part of the RFP or any documents or reports to which the RFP refers, including environmental baseline data and available engineering reports? Yes____No X____
4. Does this firm, or any Associate of this firm, have any past, present or currently planned interests, which are an actual or potential organizational Conflict of Interest (*as defined in the COI Guidelines*), with respect to performing the Work for the Agency under the present RFP? Yes____No X____

If the answer to any of the above questions is "no," I have so stated. If the answer to any of the above questions is "yes," attached to this Declaration I have (a) furnished all relevant facts, and (b) identified any actions that must be taken to avoid, neutralize, or mitigate such Conflict of Interest (e.g., communications barriers, restraint or restriction upon future contracting activities, or other precaution).

My signature below certifies that to the best of my knowledge, information and belief, and after thorough review of the firm's books and records, and after reasonable inquiry with knowledgeable persons within the firm:

1. This firm has no business or personal relationships with any other companies or persons that could be considered a Conflict of Interest or potential Conflict of Interest to the Agency, and;
2. There are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered a Conflict of Interest or a potential Conflict of Interest to the Agency, pertaining to any and all Work or services to be performed as a result of this request and any resulting contract with the Agency, except as disclosed on the present form.

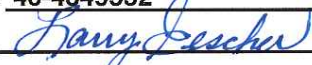
PART 2: SIGNATURE AND FIRM INFORMATION

I hereby certify that I am authorized to sign as a Representative for the firm regarding the foregoing affirmations and attached representations.

Complete Legal Name of Firm: HP Civil Inc.

Address: PO Box 556, Stayton, OR 97383

Fed ID No.: 46-4349552

Signature: 

Name (type/print): Larry Gescher

Title: President

Telephone: (503) 769-2466

Fax No.: (503) 769-2761

Date: 4/04/2017

ATTACH ALL NECESSARY DISCLOSURES AND EXPLANATIONS TO THIS FORM COI.

Non-Collusion Affidavit Certificate

Kellogg Creek Bridge (BR #22142)
Emergency Replacement Design-Build Project
CIP-2016-D22

State of Oregon

County of Marion

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership, corporation herein named has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a bid to Owner for consideration in the award of the Contract on the improvements described within the Contract Documents.

HP Civil Inc

Firm Name

Larry Gescher

Signature of Authorized Person

Larry Gescher, President

Print Name & Title of Authorized Person

Sworn to before me this 18th day of April, 2017.

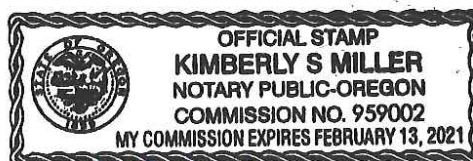
Kimberly S Miller

Notary Public

in and for the State of Oregon

residing at 20558 SW Trail End Dr, Sherwood OR 97140

Address



Project Certification

Kellogg Creek Bridge (BR #22142) Emergency Replacement Design-Build Project CIP2016-D22

Prevailing Wage Certification

I hereby certify that, in accordance with the provisions of ORS 279C.838 and 279C.840, the hourly rate of wage to be paid to workmen upon public works contracts greater than \$50,000.00 shall be not less than the prevailing wage for an hour's work in the same trade or occupation in the locality where the labor is performed.

HP Civil Inc

Firm Name



Signature of Authorized Person

Larry Gescher, President

Print Name & Title of Authorized Person

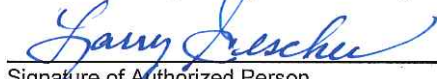
4/4/2017

Date

Public Works Bond Certification

I hereby certify that, in accordance with the provisions of ORS 279C.830, HP Civil Inc and Firm Name

Subcontractors, upon execution of the Contract, shall file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the state of Oregon in the amount of \$30,000.00, unless exempt under ORS 279C.836 (4), (7), (8) or (9).



Signature of Authorized Person

Larry Gescher, President

Print Name & Title of Authorized Person

4/4/2017

Date

Certification of Resident Bidder

I hereby certify that, under the provisions of ORS 279A.120, HP Civil Inc. is a Firm Name resident bidder of the state of Oregon.



Signature of Authorized Person

Larry Gescher, President

Print Name & Title of Authorized Person

4/4/2017

Date

Contractor's License Certification

I hereby certify that under the provisions of ORS 701, HP Civil Inc is
HP Civil Inc Firm Name
 licensed with the Construction Contractors Board, license number .


Signature of Authorized Person
Larry Gescher, President
Print Name & Title of Authorized Person

4/4/2017
4/4/2017

Certification of Non-Discrimination

I hereby certify that, in accordance with the provisions of ORS 279A.110 (4), HP Civil Inc
HP Civil Inc Firm Name
has not discriminated and will not discriminate against a subcontractor in awarding a subcontract
because the subcontractor is a minority, women or emergency small business enterprise certified
under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a
disabled veteran, as defined in ORS 408.225.


Signature of Authorized Person
Larry Gescher, President
Print Name & Title of Authorized Person

4/4/2017
4/4/2017

SHAREHOLDERS' RESOLUTIONS

RESOLUTION IN WRITING of all voting shareholders (the "Shareholders") of HP Civil Inc. (the "Corporation") dated this 3rd day of April, 2014.

BACKGROUND:

- A. The Corporation is a corporation organized and operating under the laws of the State of Oregon.
- B. The Shareholders desire to make certain resolutions.

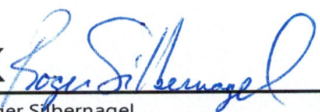
IT WAS RESOLVED THAT:

- A. The Shareholders hereby authorize Larry Gescher and Roger Silbernagel to enter into Contracts and acquire loans on behalf of the Corporation.

APPROVED:

X 

Larry Gescher
President

X 

Roger Silbernagel
Secretary/Treasurer

X 

Josh Smith
Vice President

X 

Joe Wolf
Vice President

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

960 Broadway Ave. Ste. 420, Boise, ID 83706
Phone: 208-433-1802
Email: victoria_mccurdy@swissre.com

BONDABILITY LETTER

March 28, 2017

City of Milwaukie
6101 SE Johnson Creek Blvd.
Milwaukie, OR 97206

RE: HP Civil, Inc.
Project: Kellogg Creek Bridge (BR #22142) Emergency Replacement
Design-Build Project CIP2016-D22

To Whom It May Concern:

North American Specialty Insurance Company is the current surety for HP Civil, Inc. HP Civil, Inc., is an organization that we have extended a Single Job Bonding Capacity of \$10 Million and an Aggregate Capacity of \$20 Million.

Should you select HP Civil, Inc., for a construction project(s), we will give favorable consideration to providing the required performance and payment bonds.

Of course our agreement to issue bonds for HP Civil, Inc., is subject to our normal underwriting guidelines. Such underwriting guidelines include, but are not limited to, a review of contract terms, conditions, bond forms, and credit worthiness.

The extension of surety credit is a matter between HP Civil, Inc., and North American Specialty Insurance Company and we will not be liable to any third parties if for any reason we do not authorize the issuance of any bonds.

North American Specialty Insurance Company is an "A+" AM Best rated company and is listed on the U.S. Treasury Department's Listing of Approved Sureties (Circular 570).

Please feel free to contact me should you have any questions or concerns regarding this matter.

Sincerely,



Victoria D. McCurdy
SwissRe Corporate Solutions

Quality II: Proposer’s Organization and Expertise

II. 1. ORGANIZATION

Work Categories

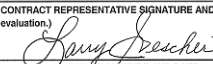
As illustrated in **Figure II.1-1. Organization Chart**, the HP Civil Team includes highly-qualified constructors, designers, and planners who will work together as a single, integrated organization to design and build the Kellogg Creek Bridge DB Project. HP Civil Inc. will be fully responsible for the DB Contract, Project Management, Project Controls, Construction Supervision, south bank slope protection, riprap protection, earthwork, storm sewer, water line, aggregate base, pile driving, bridge construction, traffic control, and safety during construction. Once the project plans are finalized we will be subcontracting the following scopes of work during construction; temporary signs, flagging, illumination, concrete curbs, sheet pile tiebacks, asphalt paving, striping, and landscaping. As noted in **Table II.1-1. Project Team Location**, our subcontractor firms include OTAK Inc. (Design and Inspection); Reeve Sherwood Consultants (Environmental), Geotechnical Resources, Inc. (Geotechnical); Global Transportation Engineering (Traffic Engineering); Materials Testing & Inspection (Quality Control Sampling and Testing).

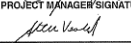
It is our entire team’s goal to exceed the City of Milwaukie’s expectations for quality, environmental compliance, and minimized disruption to the public. The HP Civil Team thoroughly understands the City’s expectations for Design, Construction, and Quality on this design-build project. For the Kellogg Creek Project, we are offering, essentially, the same team that is currently building the US 101 @ OR 6 Section; wherein we have demonstrated our “project-first” mentality – our philosophy of first doing what’s best for the project.

For example, immediately after being awarded the contract the HP Civil Team proposed a modified design to the roadway construction to eliminate the impacts to the

traveling public on Highway 101. *We will approach delivery of the Kellogg Creek Project with this same “project first” mentality.*

In fact, on our OR 38: Elk Creek to Hardscrabble Creek DB Project. our team lead by Larry Gescher our DB Project

CONTRACT REPRESENTATIVE SIGNATURE AND DATE (Signature indicates that contractor has reviewed evaluation.)
 10/27/07
☒ Agree
☐ Disagree

PROJECT MANAGER SIGNATURE AND DATE
 10/24/2007

TOTAL SCORE
55

TOTAL POSSIBLE
55

Percentage Score
100.00%

Percentage Score
(TOTAL SCORE/TOTAL POSSIBLE)x100

NOTE: Use a separate sheet for additional comments and staple to the back of this document.

Manager, received a perfect score on the ODOT Performance Evaluation by the Agency’s Project Manager, Mr. Steve Vestal. *By maintaining the same construction staff, and utilizing lessons learned from the ECHC project and our team member’s compilation of vast individual design-build experience*, we are excited by our capability (and the opportunity) to exceed the Agency’s project goals for the Kellogg Creek Bridge Project!

Plans and Procedures for Subcontractors Management

Design-Build contracting and management requires a great deal of trust between team members. Our word is as good as a signed contract – HP Civil has built a reputation throughout the construction industry, with our subcontractors and suppliers, as a company that is well organized, always pays promptly, and treats our partners with respect; these established working relationships span back as far as 25 years.

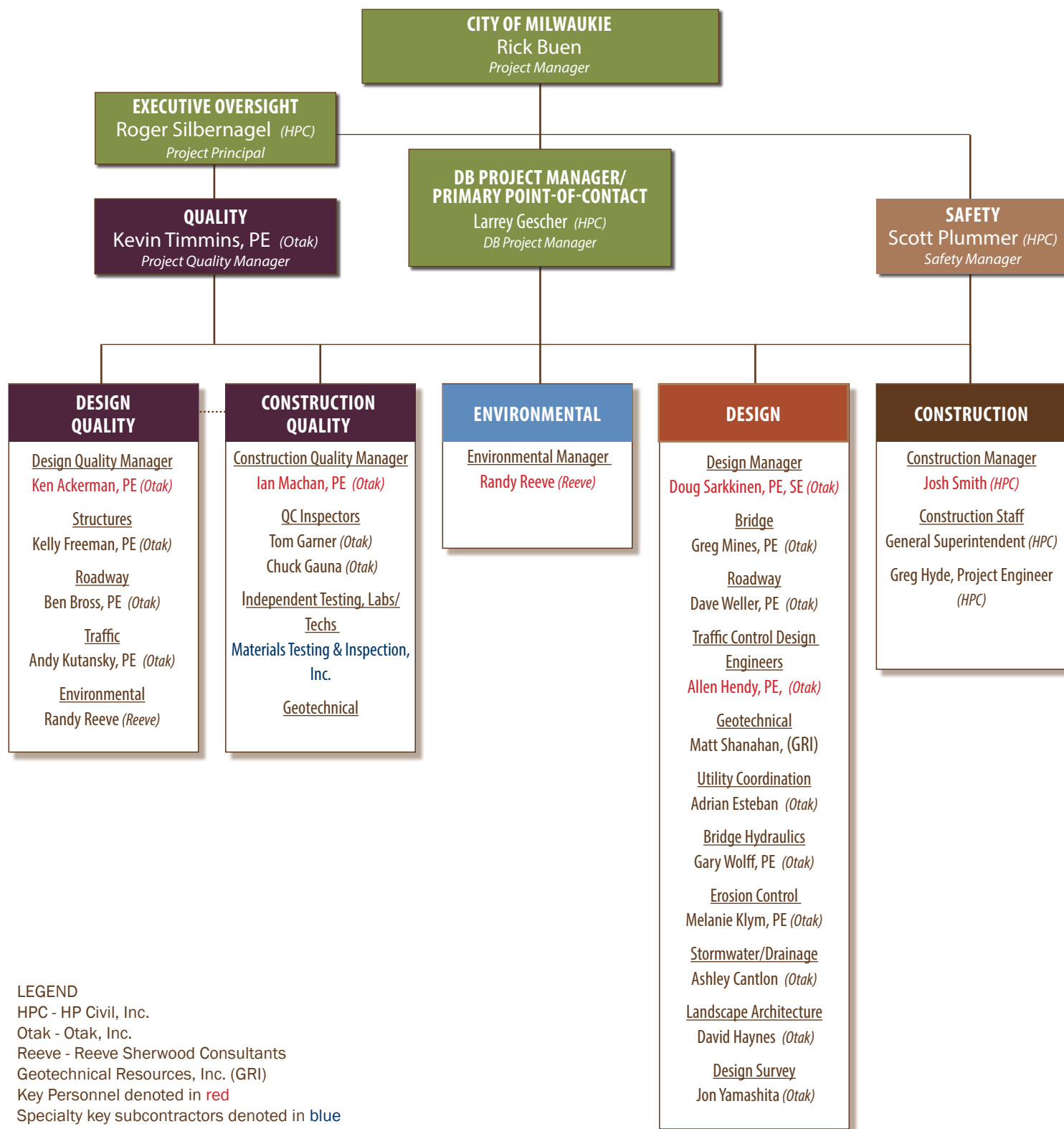
We fully understand that the appropriate approach in subcontractor management directly correlates to risk reduction and production of a higher quality project. HP Civil has in-place project management controls that we have used time-and-time again to effectively manage our subcontractors. HP Civil also utilizes ViewPoint - a state of the art accounting/project management program - for job cost monitoring, work activity plan development and monitoring, subcontract and purchase order management,

Table 1-1. Project Team Location

HP Civil	OTAK	Reeve Sherwood Consultants	Geotechnical Resources, Inc.	Materials Testing & Inspection
618 N. Second Ave. Stayton, OR 97383	808 SW 3rd Ave., Suite 300 Portland, OR 97204	4790 NW Anthony Place Albany, OR 97321	9750 SW Nimbus Ave, Beaverton, OR 97008	15695 SW 74th Ave Suite 300, Tigard, OR 97224
• Construction Services • Project Management • Project Support Oversight • Clerical	• Project Design Center • Design Management • Bridge Design • Roadway and Traffic Control Design • Quality Control Management	• Environmental Permitting • Environmental Compliance	• Geotechnical Design • Pavement Design	• Field Testing
Project Field Office				
• Project field office will be established at the jobsite.				

Figure II.1-1. Organization Chart

Team Resources and Organization



document tracking, meeting minutes, and various other project management tools. All management staff can access the system remotely 24-hours per day, 365 days a year. Our job costs are updated daily so management staff always knows the current status of their projects.

We understand that documentation is critical for the City to remain in good standing with FEMA, therefore as a condition of payment all subcontractors must be current on certified payrolls and material certifications. Our Contract Administrator tracks the status of this documentation in ViewPoint and with checklists attached to each pay request.

Everyone wants to be involved with a project that moves forward successfully; to be a contributing member of a team that understands the issues and the “roadmap” to resolving those issues. By implementing open communication, clear channels of accountability, and responsible, organized project documentation, we will reduce the risk of encountering problems during the Kellogg Creek project. A well-run project will also increase our opportunity to further good-will with our subcontractors, which will result in a pride-in-ownership as they perform their work.

HP Civil’s reputation for trust, honesty, and excellent management protocols allows our subcontractors to concentrate on the delivery of quality services rather than being hindered by unclear project directions. This in turn allows our management to focus where it needs to focus – on the delivery of a successful project.

Assigned Staff and Work Offices Location/Function

HP Civil and all of our subcontractor firms and their respective assigned staff are located in Oregon cities. Home and field office locations and proposed functions are summarized in **Table II.1-1. Project Team.**

The OTAK Portland office will serve as the design center for the entire project, with work spaces available for the contractor and subcontractors, subconsultant designers, and City staff if they so desire to co-locate. We are able to meet anytime with City staff in Milwaukie. We can also hold meetings in OTAK’s Portland office.

To effectively deliver the Kellogg Creek Bridge Project, and to exceed the City’s expectations, we have committed the appropriate amount of resources to get the work done.

Table II.1-2-Key Personnel Responsibilities and Reporting Relationships outlines the specific responsibilities and reporting relationships of our Key Personnel.

II.2. PROJECT EXPERTISE

The HP Civil Team has been delivering Oregon bridges utilizing the Design-Build Delivery method for over 20-years. Our Project Principal Roger Silbernagel and Design-Build Project Manager Larry Gescher first started delivering bridge projects to timber companies utilizing the design-build delivery in the early 90’s. When ODOT decided to step into the Design-Build arena in 2003 the Holm II Team was chosen to deliver the first two projects. Larry Gescher served as the

DB Project Manager, while Roger Silbernagel served as the Construction Manager.

Since these first two Design-Build Projects for ODOT Larry and Roger have subsequently served as Project Principal and Project Manager on OR 38: Elk Creek to Hardscrabble Creek DB Project and I-5: Elkhead Road to OR 126: Knowles Creek DB Project. Randy Reeve served as the Environmental Manager on these two design-build contracts as well. The innovation to eliminate traffic staging on two bridges on OR 38, using Rapid Bridge Replacement, can be viewed on the following link <https://youtube/QM3ahT-45HM>. Larry and Roger then took this innovation to the Sellwood Bridge CM/GC Project where the existing truss bridge was slide to a temporary alignment so the new bridge could be constructed within the old bridge footprint. Josh Smith served as the General Superintendent on the Sellwood Bridge.

Our Construction Manager Josh Smith worked with our Project Quality Manager Kevin Timmins, Design Quality Manager Ken Ackerman, and Construction Quality Manager Ian Machan on the ODOT US 395: McKay Creek to Silvies Slough Bridge DB Project. This project consisted of designing and replacing eight bridges throughout Central Oregon.

The HP Civil Team completed two Design-Build contracts for the US Forest Service/Opal Creek Ancient Forestry Center in 2015. Forest Service Road 2209 – Bridge Replacement Project consisted of designing and replacing 3 half-viaduct bridges and a full bridge over Battle Axe Creek in the Opal Creek National Forest. The remoteness and elevation of the project created challenges that our team took on head first. Due to the heavy use of the Forest Service Road during all of the seasons, except for winter, the owner really wanted this project completed in the winter. With an elevation over 4,000 feet snow and ice were a factor that our team had to contend with. With a lot of hard work and a little help from mother nature our team was able to complete the project well ahead of schedule.

Since the first design-build contract went so well the Forest Service and Opal Creek Ancient Forestry Center decided to add an additional design-build contract to replace the deck on the Gold Creek Bridge. This bridge spanned over the prestigious Opal Creek. With close coordination with the US Forest Service, the project was complete without impacting the tourists visiting this ancient forest.



Table II.1-2-Key Personnel Responsibilities and Reporting Relationships

Organization	Staff	Direct Report	Responsibilities
Management	Roger Silbernagel <i>Principal</i> 29 yrs exp.	City of Milwaukee	- Ensures resources for project completion - Provides leadership promoting project completion on time, within budget, and meeting quality expectations, safety best practices, and environmental compliance - Participates in Public Information and Outreach Plan
	Larry Gescher <i>Project Manager</i> 31 yrs exp.	Project Principal & City Project Manager	- Point of contact and accountability for all project activities. - Directs and oversees design and construction activities - Reports project progress to City PM. Oversees project controls & support management - Reviews, approves, and monitors design and construction work plans - Participates in Public Information and Outreach Plan
Quality Management	Kevin Timmins, PE <i>Project Quality Manager</i> 18 yrs exp.	Project Principal	- Develops and maintains Quality Plan - Directs, oversees, and coordinates design and construction quality activities - Point of contact with City and City Representatives QA personnel - Monitors non-compliance reports (NCRs). Fully empowered to execute any corrective actions for non-compliant work, environmental mitigation concerns and other project requirements, including stopping work and removing non-compliant elements
	Ken Ackerman, PE <i>Design Quality Manager</i> 21 yrs exp.	Quality Manager	- Ensures that schedules and resources are adequate to meet design QC requirements - Oversees all design submittals, design reviews, and independent checking - Performs checks to verify conformity to QC procedures. Certifies QC compliance - Conducts and coordinates formal design QA audits - Develops NCRs and implements corrective actions - Coordinates and participates in design coordination meetings
	Ian Machan, PE <i>Construction QM</i> 17 yrs exp.	Quality Manager	- Manages QC inspectors/mat'ls testing staff for ODOT Manual of Field Test Procedures compliance. Materials Testing & Insp. will perform independent QC sampling/testing - Participates in constructability reviews of each design submittal - Coordinates NCR approvals with the City and construction personnel
Construction	Josh Smith <i>Construction Manager</i> 15 yrs exp.	Project Manager	- Oversees/coordinates construction activities, subcontractors, and superintendent staff - Manages construction quality, schedule, and costs - Promotes focus on construction quality, safety, and environmental compliance - Facilitates discussion of construction issues with Project Manager and Design Manager
	Scott Plummer <i>Traffic Control Supervisor</i> 22 yrs exp.	Construction Manager	- Coordinates implementation of signing/stripping plan with Traffic Control Design Engineer - Implements and monitors Traffic Control Plan (TCP) - Proposes adjustments to TCP based on realized field conditions - Coordinates traffic control related public messages with Public Information Manager
Design	Doug Sarkkinen, PE, SE <i>Design Manager</i> 28 yrs exp.	Project Manager	- Directs all engineering services for design elements - Manages costs, schedules and resources to perform design services - Maintains liaison between design staff and project manager - Facilitates open comm. protocols. Participates in Public Information and Outreach Plan
	Allen Hendy, PE <i>TC Design Eng.</i> 14 yrs exp.	Design Mgr & Construction Manager	- Develops, maintains, and implements Traffic Control Plan (TCP) - Directs development of traffic and post-traffic control contract documents - Adjusts TCP to respond to actual traffic conditions - Coordinates with Traffic Control Supervisor for traffic issues during construction - Participates in Public Information and Outreach Plan
Environmental	Randy Reeve <i>Environmental Manager</i> 31 yrs exp.	Design Manager	- Develops, maintains, and implements Environmental Compliance Plan - Oversees PCA and permit compliance - Participates in constructability reviews of each design submittal - Directs management of environmental compliance during construction
Safety	Scott Pummer <i>Safety Manager</i> 22 yrs exp.	Project Principal	- Develops and implements Health and Safety Plan - Reviews designs and construction work plans for potential safety risks prior to commencing construction - Authorized to stop work upon discovery of unsafe conditions

PROJECT-WIDE MANAGEMENT

Assumptions and Risks

The schedule for the Kellogg Creek Bridge Design-Build Project is based on an eight-hour workday with five workdays per week. Our schedule meets the requirements in DB180.41(a), and achieves completion of all on-site work by or before October 31, 2018. This completion date is 1 year ahead of the contract completion date.

Baseline Progress Schedule Assumptions: The Baseline Progress Schedule was constructed based on the following assumptions:

- Notice-to-Proceed issued on May 15, 2017.
- The City will have the Corp permit modifications complete by August 1, 2017.
- No work on the following Holidays; New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday following, and Christmas Day.
- Weather conditions throughout the duration of the project will be consistent with historical records in the vicinity. Delays due to periodic inclement weather will be mitigated through additional work hours or other measures.
- Materials to be ordered and delivered (e.g., precast concrete girders) will follow timelines consistent with current industry and market conditions.
- Utilities can be relocated without delays to the project schedule.
- Agency review of design submittals will be performed within 15 working days.

Baseline Progress Schedule Risks: The HPC Team has eliminated or minimized many of the schedule risks associated with this project through our chosen bridge design. Completion of the project on or ahead of schedule is dependent on managing the following risks and constraints:

- **Permitting.** Our schedule is based on the City obtaining the Corp permit as outlined in the RFP with our team getting all other required permits. The permitting risk on this project is minimized by the experience and unique approach of our team of experts. However the City of Milwaukie permits are critical as we will need the Land Use Compatibility Statement from the City to submit with the DSL permit.
- **Utility Conflicts.** Our team is not anticipating any major utility relocates other than the permanent waterline. The HPC Team will coordinate our design with the Utility providers and we will schedule

adequate time to accomplish their work to curtail the potential delays to the project.

Potential risk of unidentified conflicted utilities will be mitigated through early conflict identification and coordination with Utility providers.

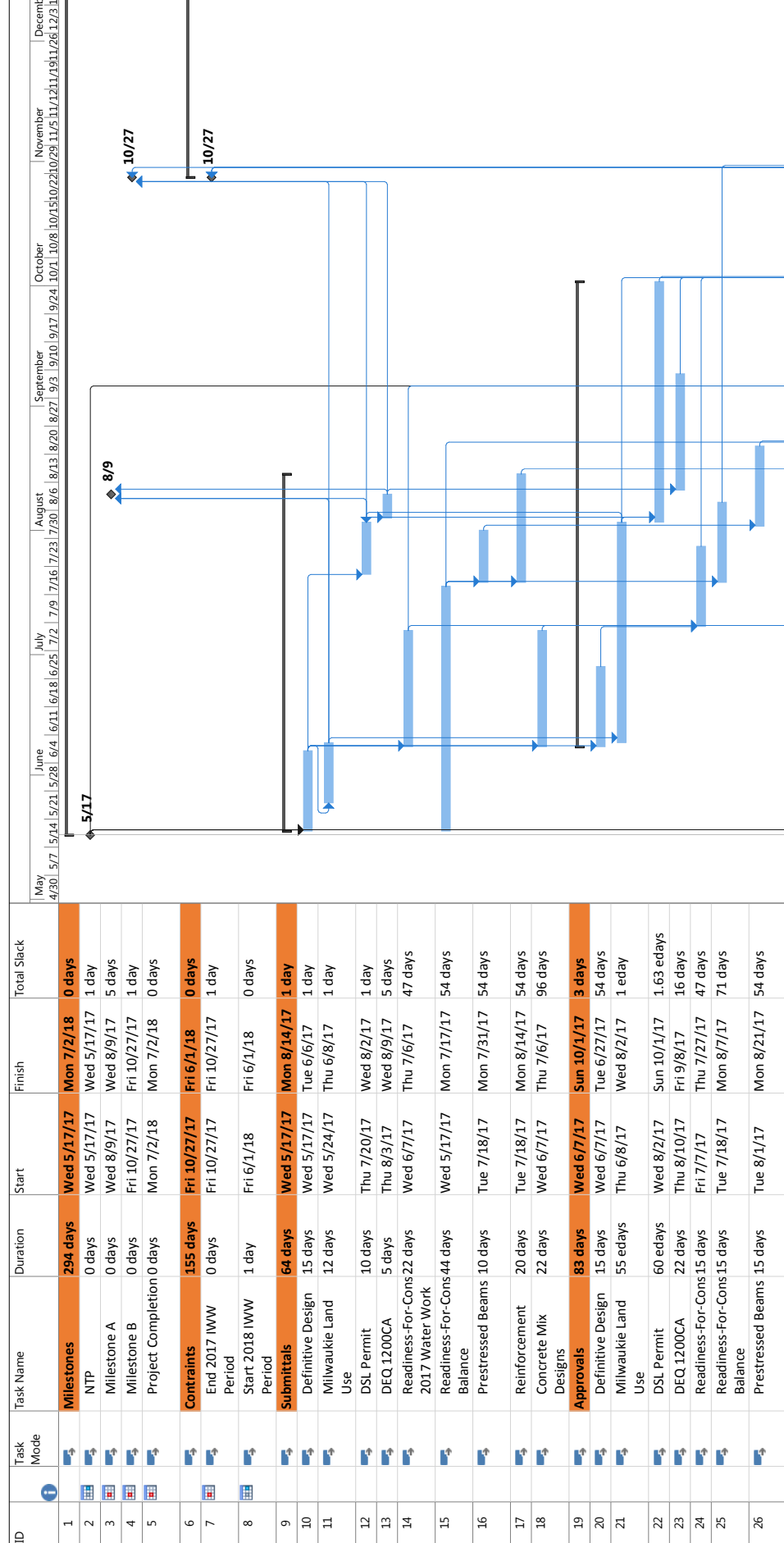
- **The Migratory Bird Treaty Act.** The Migratory Bird Treaty restricts the falling of trees and bridge demolition between March 15 and approximately September 30. The trees on the NW corner of the Kellogg Creek Bridge will be fell after September 30th .
- **Regulatory Agency Documentation and Supplement Permit Approvals.** The HPC Team schedule includes typical durations for regulatory agency responses to applications and approvals. Our Environmental Manager, Randy Reeve, has solid relationships with regulatory agency personnel through his tenure at ODF&W. Randy will work with the City, the regulatory agencies, and HPC Team staff to ensure that environmental documents to be submitted are complete and meet reviewer's expectations.
- **Geotechnical Risks Associated with Driven Pile.** Geotechnical conditions were estimated based on available information (as-builts, boring logs, and geotechnical baseline reports) as well as our team's experience driving pile on the Tri-Met Light Rail Project nearby.
- **Critical Path Activities.** For our HPC Team, the critical path begins with the submission of the permits to the City on or before August 17, 2017.

Our next critical activity is the design approval of our shoreline mitigation measures. This work along with the installation of the riprap protection under the new bridge, and bridge demolition containment brackets will be complete prior to the end of the 2017 IWW ending on October 31st. With this activity complete there will not be any additional IWW needed until the existing bridge footings are removed along with the riprap protection under the old bridge footprint in the Summer of 2018.

Once the final design is approved we will commence with the H-pile installation and complete the new bridge through the winter. With the bridge demolition containment brackets already installed the old bridge superstructure can be removed ahead of the 2018 IWW. We will immediate commence with the removal of the existing bridge footings at the beginning of the IWW. Once the existing bridge abutments are removed we will remove the existing fill on the streamside of the wall between the new bridge and the Hwy 99 Bridge wingwalls and install the balance of the riprap protection.

KELLOGG CREEK BRIDGE
CITY OF MILWAUKIE

Tue 4/18/17



Task

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

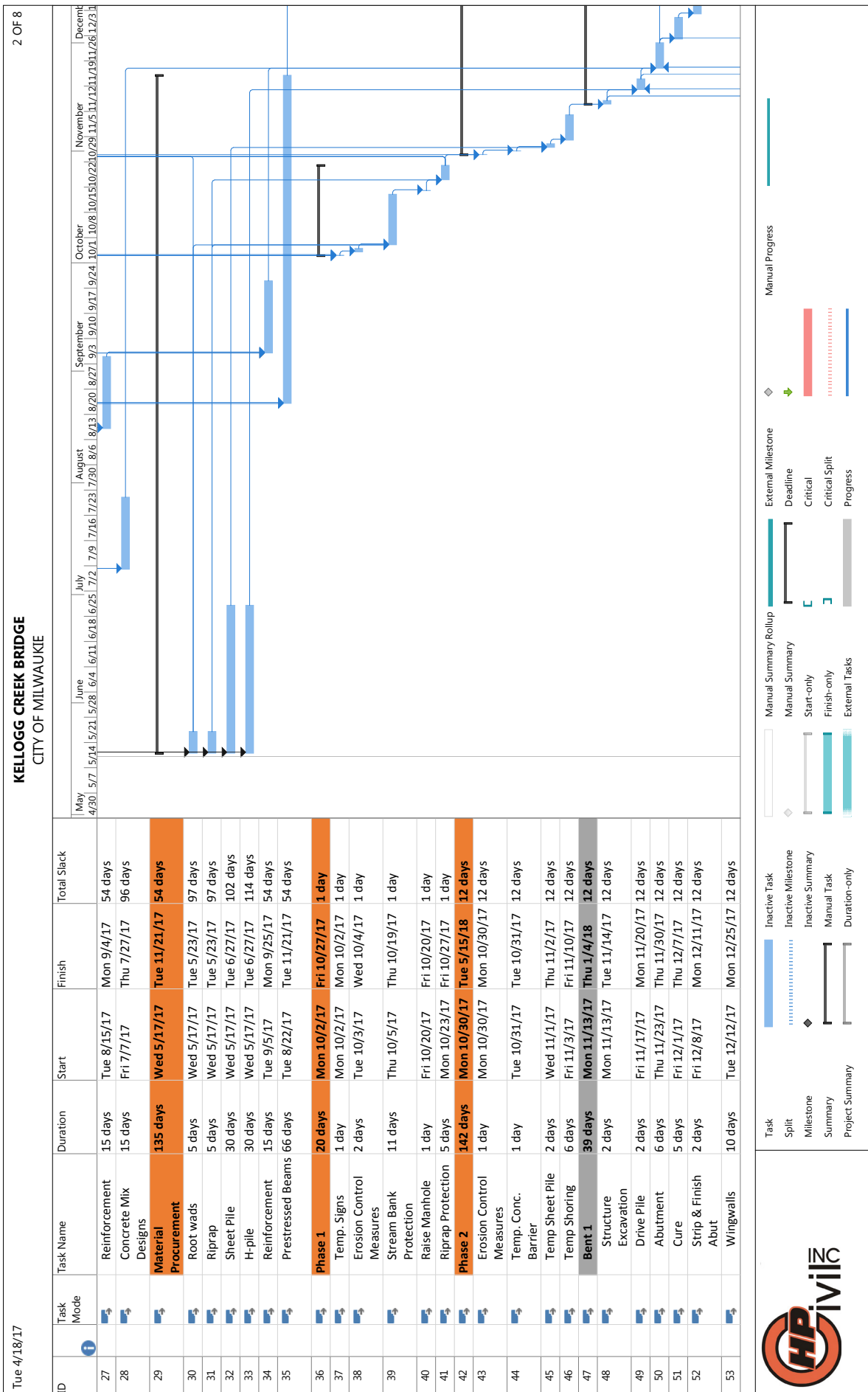
Deadline

Critical

Critical Split

Progress

Manual Progress



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KELLOGG CREEK BRIDGE
CITY OF MILWAUKIE

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ID	Task Mode	Task Name	Duration	Start	Finish	Total Slack
54		Cure	5 days	Tue 12/26/17	Mon 1/1/18	19 days
55		Riprap Face and Backfill	3 days	Tue 1/2/18	Thu 1/4/18	19 days
56		Bent 2	47 days	Wed 11/15/17	Thu 1/18/18	12 days
57		Structure Excavation	2 days	Wed 11/15/17	Thu 11/16/17	12 days
58		Drive Pile	2 days	Tue 11/21/17	Wed 11/22/17	12 days
59		Abutment	6 days	Fri 12/1/17	Fri 12/8/17	13 days
60		Cure	5 days	Mon 12/11/17	Fri 12/15/17	16 days
61		Strip & Finish Abt	2 days	Mon 12/18/17	Tue 12/19/17	16 days
62		Wingwalls	10 days	Tue 12/26/17	Mon 1/8/18	12 days
63		Cure	5 days	Tue 1/9/18	Mon 1/15/18	12 days
64		Riprap Face and Backfill	3 days	Tue 1/16/18	Thu 1/18/18	12 days
65		Superstructure	57 days	Fri 1/19/18	Mon 4/9/18	12 days
66		Set Girders	1 day	Fri 1/19/18	Fri 1/19/18	12 days
67		Deck Walkways	1 day	Mon 1/22/18	Mon 1/22/18	12 days
68		Interior Diaphragms	5 days	Tue 1/23/18	Mon 1/29/18	12 days
69		End Walls	7 days	Tue 1/30/18	Wed 2/7/18	12 days
70		Form Deck	6 days	Thu 2/8/18	Thu 2/15/18	12 days
71		Deck Reinforcement	4 days	Fri 2/16/18	Wed 2/21/18	12 days
72		Pour Deck	1 day	Thu 2/22/18	Thu 2/22/18	12 days
73		Cure Deck	10 days	Fri 2/23/18	Thu 3/8/18	19 days
74		Backfill Endwalls	4 days	Fri 2/23/18	Wed 2/28/18	12 days
75		Remove Temp Shoring	2 days	Thu 3/1/18	Fri 3/2/18	12 days
76		Waterline	6 days	Mon 3/5/18	Mon 3/12/18	12 days
77		End Panels	5 days	Tue 3/13/18	Mon 3/19/18	12 days
78		Sidewalk	3 days	Tue 3/20/18	Thu 3/22/18	12 days
79		Bridge Rail	10 days	Fri 3/23/18	Thu 4/5/18	12 days
80		Pedestrian Rail	2 days	Fri 4/6/18	Mon 4/9/18	12 days
81		Roadwork	26 days	Tue 4/10/18	Tue 5/15/18	12 days
82		NW Block Wall	5 days	Tue 4/10/18	Mon 4/16/18	12 days

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KELLOGG CREEK BRIDGE
CITY OF MILWAUKIE

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ID	Task Mode	Task Name	Duration	Start	Finish	Total Slack	May 4/30	May 5/7	May 5/21	June 5/28	June 6/4	June 6/11	July 6/18	July 6/25	July 7/2	July 7/9	July 7/16	August 7/30	August 8/6	August 8/13	September 8/27	September 9/3	September 9/10	September 9/17	October 10/4	October 10/11	October 10/18	October 10/25	November 11/2	November 11/9	November 11/16	December 12/3	December 12/10
83		Excavate Roadway	3 days	Tue 4/17/18	Thu 4/19/18	12 days																											
84		Illumination	5 days	Fri 4/20/18	Thu 4/26/18	17 days																											
85		Storm Sewer	5 days	Fri 4/20/18	Thu 4/26/18	12 days																											
86		Aggregate Base	5 days	Fri 4/27/18	Thu 5/3/18	12 days																											
87		Curb & Sidewalk	6 days	Fri 5/4/18	Fri 5/11/18	12 days																											
88		Guardrail	1 day	Fri 5/4/18	Fri 5/4/18	17 days																											
89		AC Paving	1 day	Mon 5/14/18	Mon 5/14/18	12 days																											
90		Signal Loops	1 day	Tue 5/15/18	Tue 5/15/18	12 days																											
91		Phase 3	22 days	Fri 6/1/18	Mon 7/2/18	0 days																											
92		Demo Containment	4 days	Fri 6/1/18	Wed 6/6/18	0 days																											
93		Bridge Demo	5 days	Thu 6/7/18	Wed 6/13/18	0 days																											
94		Excavate Fill	3 days	Thu 6/14/18	Mon 6/18/18	0 days																											
95		Riprap	3 days	Tue 6/19/18	Thu 6/21/18	0 days																											
96		Bio Swales	3 days	Fri 6/22/18	Tue 6/26/18	0 days																											
97		Plantings	3 days	Wed 6/27/18	Fri 6/29/18	0 days																											
98		Perm. Striping	1 day	Mon 7/2/18	Mon 7/2/18	0 days																											

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Critical

Critical Split

Progress

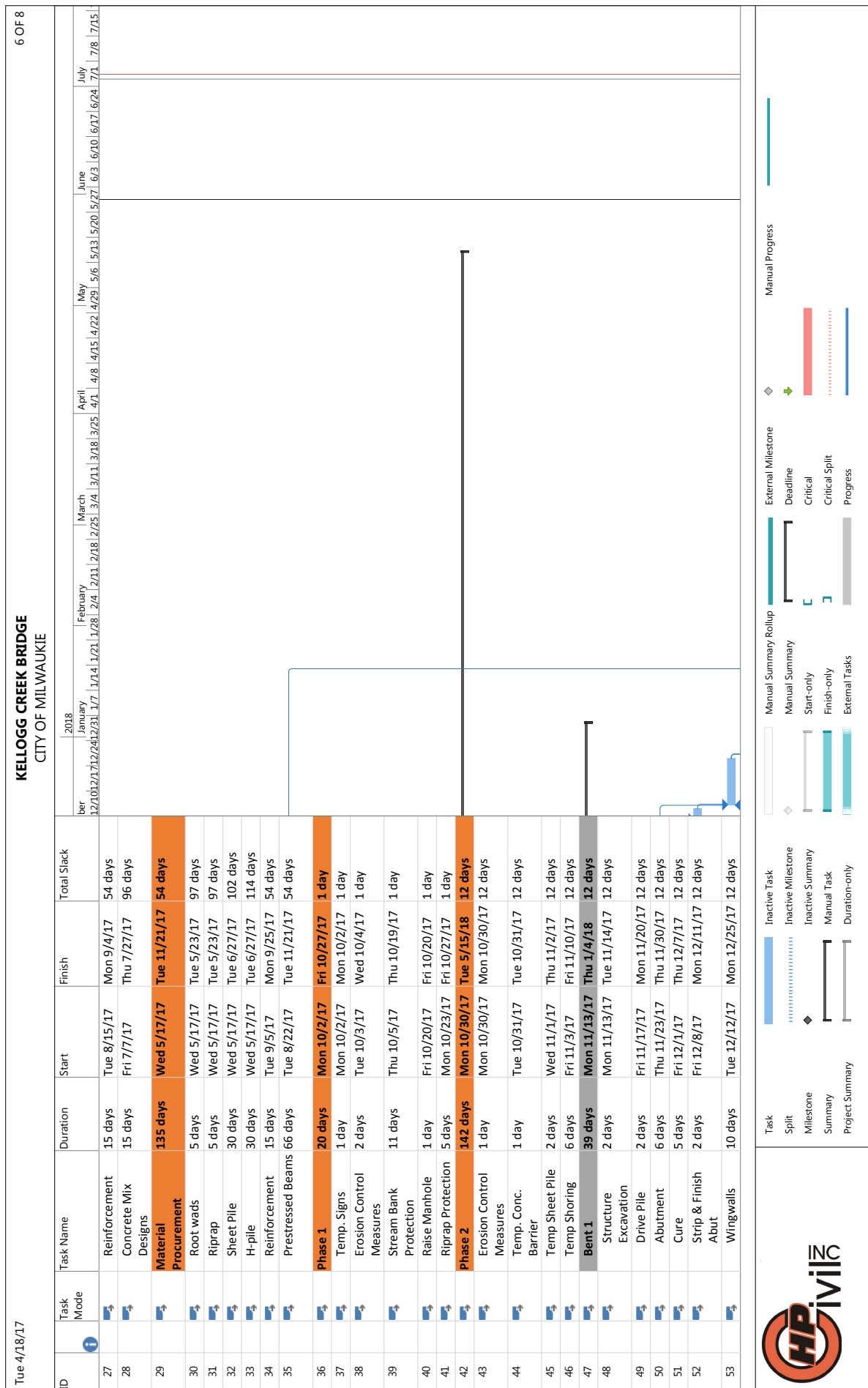
Manual Progress

KELLOGG CREEK BRIDGE
CITY OF MILWAUKIE

D	Task Mode	Task Name	Duration	Start	Finish	Total Slack
1		Milestones	294 days	Wed 5/17/17	Mon 7/2/18	0 days
2		NTP	0 days	Wed 5/17/17	Wed 5/17/17	1 day
3		Milestone A	0 days	Wed 8/9/17	Wed 8/9/17	5 days
4		Milestone B	0 days	Fri 10/27/17	Fri 10/27/17	1 day
5		Project Completion	0 days	Mon 7/2/18	Mon 7/2/18	0 days
6		Contraints	155 days	Fri 10/27/17	Fri 6/1/18	0 days
7		End 2017 INW Period	0 days	Fri 10/27/17	Fri 10/27/17	1 day
8		Start 2018 INW Period	1 day	Fri 6/1/18	Fri 6/1/18	0 days
9		Submittals	64 days	Wed 5/17/17	Mon 8/14/17	1 day
10		Definitive Design	15 days	Wed 5/17/17	Tue 6/6/17	1 day
11		Milwaukee Land Use	12 days	Wed 5/24/17	Thu 6/8/17	1 day
12		DSL Permit	10 days	Thu 7/20/17	Wed 8/2/17	1 day
13		DEQ 1200CA	5 days	Thu 8/3/17	Wed 8/9/17	5 days
14		Readiness-For-Cons 2017 Water Work	22 days	Wed 6/7/17	Thu 7/6/17	47 days
15		Readiness-For-Cons Balance	44 days	Wed 5/17/17	Mon 7/17/17	54 days
16		Prestressed Beams	10 days	Tue 7/18/17	Mon 7/31/17	54 days
17		Reinforcement	20 days	Tue 7/18/17	Mon 8/14/17	54 days
18		Concrete Mix Designs	22 days	Wed 6/7/17	Thu 7/6/17	96 days
19		Approvals	83 days	Wed 6/7/17	Sun 10/1/17	3 days
20		Definitive Design	15 days	Wed 6/7/17	Tue 6/27/17	54 days
21		Milwaukee Land Use	55 edays	Thu 6/8/17	Wed 8/2/17	1 eday
22		DSL Permit	60 edays	Wed 8/2/17	Sun 10/1/17	1.63 edays
23		DEQ 1200CA	22 days	Thu 8/10/17	Fri 9/8/17	16 days
24		Readiness-For-Cons	15 days	Fri 7/7/17	Thu 7/27/17	47 days
25		Readiness-For-Cons Balance	15 days	Tue 7/18/17	Mon 8/7/17	71 days
26		Prestressed Beams	15 days	Tue 8/1/17	Mon 8/21/17	54 days

Legend for Gantt chart symbols:

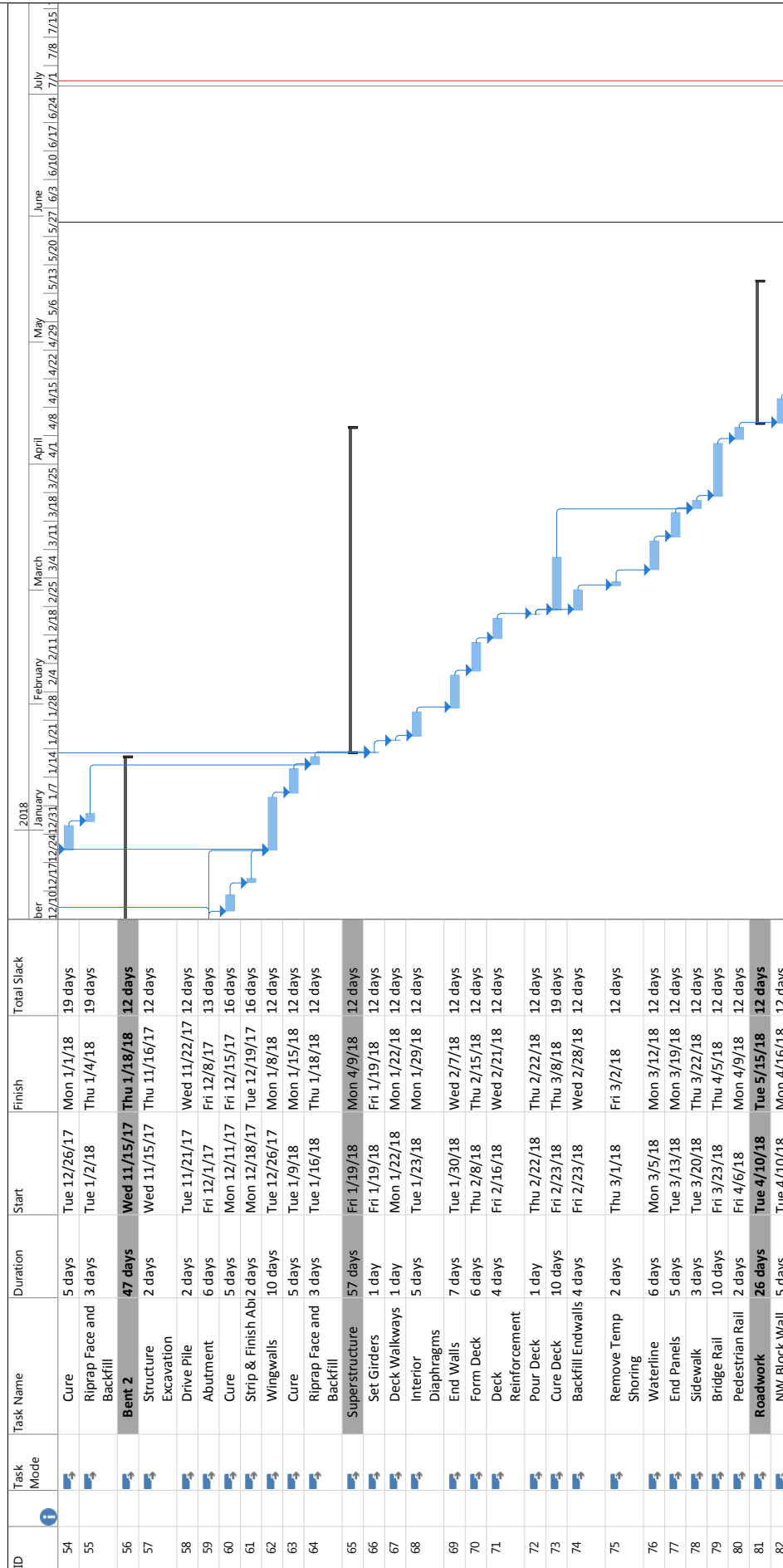
- Task**: Solid blue bar
- Split**: Blue bar with a diamond symbol at the end
- Milestone**: Blue bar with a diamond symbol at the end
- Project Summary**: Blue bar with a diamond symbol at the end
- Inactive Task**: Blue bar with a dotted line
- Inactive Milestone**: Blue bar with a diamond symbol at the end
- Manual Task**: Blue bar with a diamond symbol at the end
- Duration-only**: Blue bar with a diamond symbol at the end
- Manual Summary Rollup**: Blue bar with a diamond symbol at the end
- External Milestone**: Blue bar with a diamond symbol at the end
- Manual Progress**: Blue bar with a diamond symbol at the end

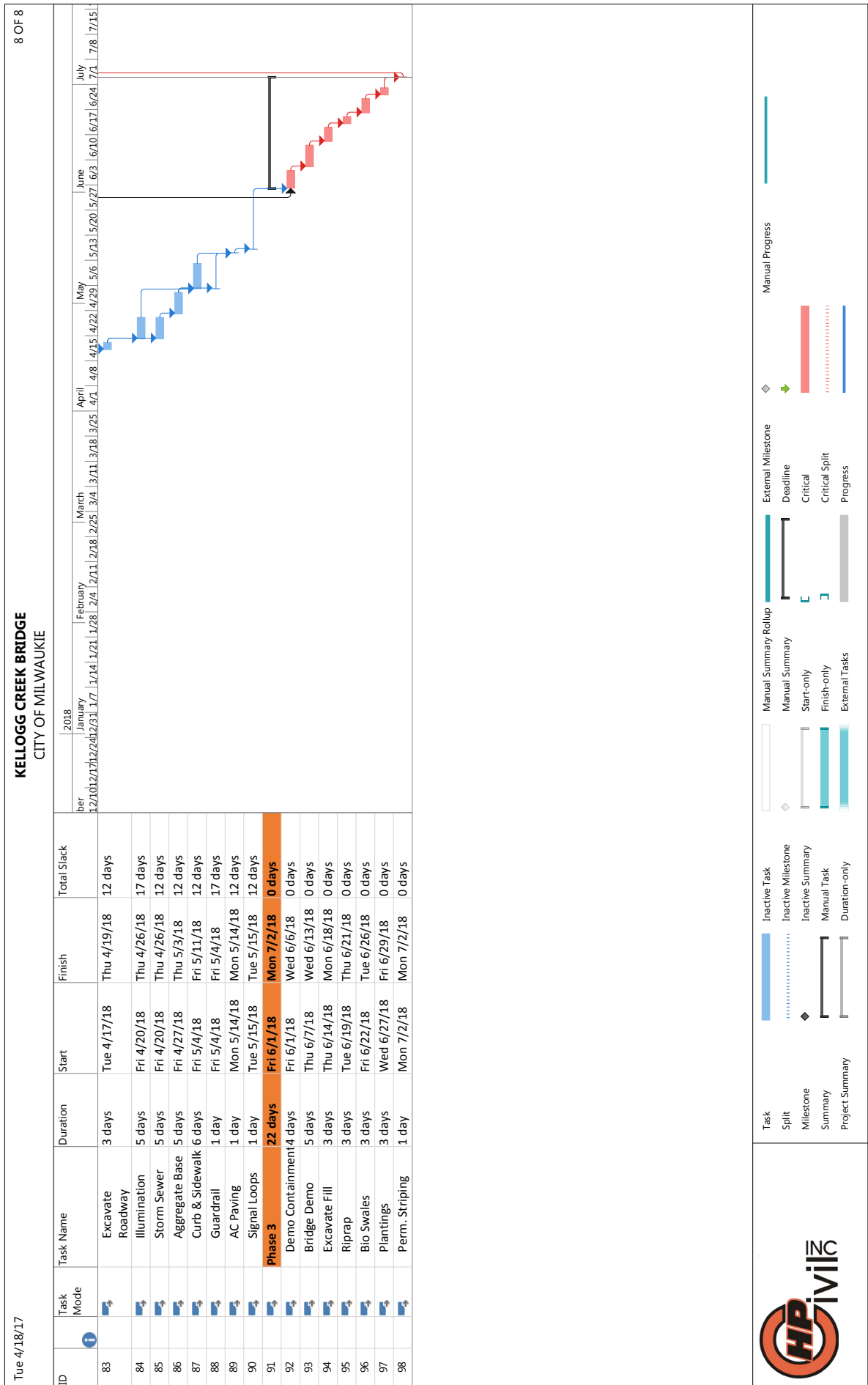


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Baseline Progress Schedule Constraints:

- In-Stream Work Periods: July 1 – October 31
- Migratory Bird Treaty Act Restrictions March 15 - September 30
- Interim Completion Date “A” August 17, 2017
- Interim Completion Date “B” October 31, 2017
- All on site work complete (except plant establishment and punch list) by October 31, 2019

Baseline Progress Schedule Contingencies: The HPC Team’s developed solution, design schedule and construction approach enables a front-end schedule contingency to be built into the overall project schedule. The only work scheduled to be performed during 2019 is plant establishment maintenance.

We have identified October 31, 2018, as the completion date for all on-site work, except for plant establishment. Our schedule also utilizes a single work calendar of five days-per-week, eight hours-per-day. This calendar allows for working overtime, weekends, and/or double shifts, if necessary, to accommodate unforeseen obstacles.

Contingencies within the project schedule will be utilized to assure that the completion date is maintained. If, during the course of the project, any critical activity falls behind by more than 5 days, a corrective action plan will be developed to demonstrate how the work will be brought back on schedule.

While scoping the project, our team, including the permitting, environmental, design, estimating, and construction team members, identified all risks associated with the project. Once the risks were identified, we focused on alleviating the risks through our chosen solutions. Risks are inherent with all construction and our team will minimize these risks by proactively identifying them and executing a well thought out plan of mitigation.

Baseline Progress Schedule Updating Methodology

Our baseline progress schedule meets or exceeds the minimum contract requirements where all Design-Builder risks are mitigated with contingencies and/or schedule logic. Our team looks at scheduling as a very valuable tool utilized properly through continuous updating. After Notice-to-Proceed, the HPC Team will finalize the initial baseline schedule based on any additional information provided by the City. The HPC Team will update progress on the baseline project schedule monthly, based on percent complete. Percent complete will be calculated by dividing the completed quantity by the final design quantity. As a check to that calculation, our field staff will provide continuous feedback to our scheduler on remaining durations of outstanding activities.

In addition, our team will use a 3-week look-ahead schedule for baseline validation planning and monitoring. This approach, combined with comparing calculated percent

complete based on completed quantity to projected levels, enables us to immediately determine construction activities that are behind schedule. Once identified, project supervisors will meet with the management team and discuss recovery action plan(s).

The baseline schedule will also be updated as necessary upon completion of final design and calculation of final production quantities. Schedule updates will be presented and reviewed at weekly management planning and scheduling meetings. Weekly meetings will be attended by major sub-contractors, the City PM, and other staff and officials as needed and identified by the City. Design and environmental task leads, quality and safety manager team members will receive weekly schedule updates and be asked for input.

III.2. PROJECT APPROACH

Having a long history of delivering projects utilizing alternative delivery methods the HPC Team understands the importance of a cohesive team. We work hard to make sure that all of our team members enjoy their job and that they are proud of the product that we are delivering. Great things happen when a cohesive team works together and strives for the same project goals.

Communication: Key to the success of any project is open communication between project team members and all stakeholders. We welcome and encourage all stakeholders to attend project meetings. This not only provides the team with immediate feedback, but it also keeps everyone involved and up to speed on all issues at hand. This communication occurs at all levels - from the field crews to the owner’s representatives.

Project Controls: HP Civil utilizes ViewPoint - a state of the art accounting/project management program - for job cost monitoring, work activity plan development and monitoring, subcontract and purchase order management, document tracking, meeting minutes, and various other project management tools. All management staff can access the system remotely 24-hours per day, 365 days a year. Our job costs are updated daily so management staff always knows the status of their project.

Subcontractors and Suppliers: Design-Build contracting and management requires a great deal of trust between team members. Our word is as good as a signed contract – HP Civil has built a reputation throughout the construction industry with our subcontractors and suppliers as a company that always pays promptly and treats our partners with respect. This relationship often leads to preferred pricing for our projects, which leads to more competitive pricing for the owner. The HP Civil has a working relationship with all of our major subcontractors that spans back as far as 25 years. HP Civil’s reputation for trust, honesty, and excellent management protocols allows our subcontractors to concentrate on the delivery of quality services rather than being hindered by unclear project directions. This in turn allows our management to focus where it needs to focus – on the delivery of a successful project.

Unexpected Disruptions: Even though the HPC Team of experts will constantly plan ahead to curtail unexpected disruption - they can happen and it is critical to be prepared for them. As Oregon natives, we understand Oregon weather can deliver measurable rainfall on any day of the year. We will keep enough extra erosion control supplies on site at all times to handle sudden downpours.

In addition, our Environmental Manager has the authority to utilize all HPC Team resources available at his discretion. We understand that earthwork activities require that systems need to be in place so that everything can be secured within a 24-hour period.

There are multiple types of accidents that can occur on a construction project: worker injuries, heavy equipment accidents, traveling public accidents, and various combinations of all of the above. Our project Safety Plan outlines the necessary response sequence our HPC Team members will be trained for. Key to the response plan is immediate communication with the City PM and state and local emergency response authorities.

Prior to the start of construction, to mitigate unexpected disruptions due to emergencies, we will meet with the Agency and other project stakeholders to identify project protocol for emergency response integration with the Agency. This integration and reporting plan will involve the City PM, local traffic maintenance personnel, City Police, other local, county, and state emergency response authorities, and towing services. We will develop an emergency contact list for distribution to all with specific contact instructions in case of emergencies.

Change Management Approach: One of the advantages of DB delivery is the ability to make changes quickly and efficiently. These changes can be design initiated, field initiated, and/or owner initiated. Key to the success of any change is to communicate openly and honestly with all stakeholders. Our HPC Team will constantly strive to improve upon our concepts and delivery methods to produce a project that everyone is proud to attach their name to. All changes will be reviewed for contract compliance, cost and schedule impacts, safety, and adherence to all applicable design criteria. All changes will be routed through our DB Project Manager, Larry Gescher, to insure every change is analyzed on its own merits.

Design Review Plan

In accordance with DB 155 – Design Management and Design Quality Assurance/Quality Control, our Design Review Plan includes definitive, interim, readiness-for-construction (RFC), working plans, and as-constructed plan reviews for all design units and associated technical reports. Table III.1-1, on the next page, summarizes the level of completion anticipated at each review milestone for each design unit. Form DU, which will be incorporated into our Quality Plan, delineates specific design components, plans and technical reports for the bridge and related roadway work.

Design Reviews: These will be conducted in accordance with DB 155.12 and our Quality Plan for each design unit, and include of the following features:

- The Agency will be invited to participate in Definitive Design, Interim Design, and RFC design reviews. Agency will also be invited to participate in Working Plan reviews.
- Environmental and construction staff will participate in design reviews to confirm conformity to environmental compliance and permitting requirements and constructability.
- Team meetings will include proactive discussion of technical issues and scheduling of design review meetings to promote a clear understanding. Agency Design Reviews will be incorporated into the Baseline Progress Schedule. The DQM will actively participate in these meetings.



- Design changes after the Definitive Design Review will be re-checked and re-certified as an additional Definitive Design Review.
- DQM or Agency conducted Design Reviews will follow the flow charts in DB 155.11. For DQM-conducted Design Reviews, the DQM shall submit a Design Review report to the Agency PM and the designer. The report will include action items and unresolved issues and include Design Non-Conformance Reports if necessary.
- To ensure overall project design continuity and understanding of issues, the Design Manager will prepare and submit with each Definitive Design package a Basis of Design Memorandum (BDM) as identified in DB155.15.
- This document will identify and describe the design alternatives considered, proposed changes from the proposal (e.g., drilled shaft versus driving piles), as well as materials, means and methods of construction, any necessary design exceptions, aesthetics considerations, spatial setting, detour and traffic control requirements.
- Comment resolution will follow the requirements of DB 155.13. The comment resolution process will involve proactive, face-to-face interaction with the Agency to quickly resolve outstanding dispositions using a "Project First" mentality – what is in the best interests of the project.

- Independent design checks will be performed on all structures by engineers who have not participated in the design (and who have more experience than the designers). Procedures will follow DB 155.15.
- Written certification from the DQM that independent checking and compliance with contract requirements per DB 155.15 have been completed.

Field Design Changes: These will be initiated by the field engineer using a Request for Information (RFI) process to indicate the field condition and the proposed resolution. The Construction Quality Manager (CQM) will review the submittal, login the RFI into the tracking database system, and then route the submittal to the Design Manager for concurrence from the responsible designer in accordance with our Quality Plan. Revised drawings will be routed through the quality control organization for concurrence by the Design Quality Manager (DQM) prior to returning the agreed resolution to the construction personnel. Changes to design documents previously released for construction will be reviewed as original design documents in accordance with DB 155.12.

The RFI process, memos and supporting documents and recorded resolution will be managed and tracked using a cloud-based project that everyone on the team can access. This will accelerate the RFI process, ensure that all review and approval parties receive real-time information, and

minimize construction delays.

As-Constructed Drawings: These will be initiated by quality management field personnel by generating redline drawings that will be sent to the responsible engineer and the CQM for review and approval. Once redline mark-ups are made electronically, the final CAD versions will be reviewed by the CQM and field personnel to compare against field notes. The (internally) approved drawings will then be submitted to the Agency for review and acceptance.

Designer and Design Staff Involvement During

Construction: Combined with a highly-experienced construction QC team, designer involvement during construction allows for immediate, fluid, and best responses to field-identified design issues by the entire design and construction team. In addition to reviewing shop and working drawings, responding to RFI's and field-initiated design changes, and developing as-constructed drawings, our design team (including Quality personnel) will be involved during construction in the following key activities:

- Geotechnical staff will observe and inspect pile driving, subgrade, embankment fill, and wall construction, as well as fill placement.
- Environmental Manager and staff will perform environmental field monitoring; observe and direct installation of re-vegetation plans; review construction staking for consistency with permits; participate in fish

Table III.1-1-Anticipated Components Designed at Each Design Review Milestone

Design Unit	Definitive Design	Interim Design	RFC	Working Plans	As-Construct Plans
Bridge	• General plans and elevations • Superstructure typical sections • Foundation type description • Substructure and foundation configuration • Construction staging • Design exception requests • Aesthetic design considerations • Retaining wall layout and elevations	• Draft foundation report • Foundation layout • Draft hydraulics report • Deck plans • Beam design and details • Substructure configuration and sections • Reinforcement design • Draft special provisions	• Final foundation report • Foundation data sheet • Final hydraulics report • Final plans • Bearing details • Joint details • Retaining wall details • Final special provisions	• Demolition plans • Falsework drawings • Reinforcement shop drawings • PS beam shop drawings • Concrete mix designs • Approved material submittals • Pile hammer submittals • Welder certifications	Changes during const.
Roadway	• Typical sections • Horizontal alignments • Vertical profiles • Staging plans and sections • Draft drainage details • Design exception requests • Draft surface hydraulics report • Draft Utility Master Plans (NTP+45)	• Typical sections and details • Plans and profiles • Const. notes • Sign/signal and striping plans • Erosion control plan sheets • Revegetation plans • Water quality plan sheets • Draft pavement design report • Draft special provisions • Final surface hydraulics report	• Final plans • Erosion control details • Final pavement design report • Final special provisions	• Asphalt mix designs • Concrete mix designs • Material source approvals • Temporary walls • Permanent feature staking notes	Changes during const.
Temporary Traffic Control	• Draft staging plans and sections • Temporary barrier locations • Design concurrence requests	• Staging plans and sections • Temporary signing and striping • Other traffic control devices	• Final plans • Final special provisions	• Material submittals • Staking notes	Does not apply

salvage if required; inspect erosion control installation; execute an emergency field response procedure as necessary per our Environmental Compliance Plan; provide environmental compliance training; and apply for additional in-water work extensions and additional permits as necessary.

- The responsible roadway design engineer will routinely observe fill placement, subgrade preparation, paving operations, and bridge approach construction.
- The responsible bridge design engineers will perform regular site visits during construction to participate in pre-placement conferences and confirm bridges are constructed per plan.
- Many of the design team personnel will participate in the Pre-mobilization site inspection, final inspection(s), and design change reviews (whether field, owner, or designer initiated).

Environmental Management Approach

As illustrated in our Elk-Creek to Hardscrabble Creek (EHC) DB project, our HPC Team demonstrated its ability to successfully manage large complex, environmentally-challenging bridge replacement projects, as well as our expertise in achieving and maintaining compliance with both programmatic and non-programmatic performance standards and permitting requirements. The EHC project addressed a variety of design challenges, which provided our HPC Team with good opportunities to apply our understanding of and expertise in environmental performance standards and programmatic processes.

Key to implementing our environmental management approach is close collaboration with the City and the resource agencies to ensure that environmental standards are met. Specific elements of our approach to achieving and maintaining compliance with the project permits and environmental performance standards are discussed below.

Our Team's Approach to Successfully Managing Permit Processes

It is important to meet specific requirements of the regulatory permits. However, it is equally important to meet the intent of the programmatic permits to ensure a good environmental outcome. To do this, we:

- Develop solutions that address project needs and Programmatic Permit objectives.
- Meet both the letter and intent of programmatic permits. This requires a good understanding of the intent of the environmental performance standards and the terms and conditions, and an ability to work with designers and builders to meet them.
- Ensure that we understand the context-specific issues associated with the project site.
- Track work windows and project delivery schedules to identify potential conflicts early.

- Actively track critical project issues and objectives, review timelines, and hold appropriate check-ins with agency staff to identify issues or prompt timely reviews.
- Ensure that all relevant agencies are included in coordination on multi-agency issues.

Our Team's Approach to Successful Regulatory Communication

Regulatory communication requires a fine balance between efficient use of agency time and adequate coordination to ensure that agencies have all the information they need to make informed decisions. Our approaches to find and maintain this balance include:

- Ensure sensitivity to the balance between necessary collaboration with City/regulatory agencies and the exceedingly tight schedule faced by those entities.
- Identify the main issues, and focus collaboration efforts on those issues.
- Prior to meeting with City, agencies, or other permitting authorities, distill issues down to the primary concerns that must be resolved.
- Have focused meetings with a defined purpose (e.g., decision points to be resolved).
- Open and efficient coordination with agency staff to minimize the potential for late surprises.
- Invite agencies and other permitting authorities on-site before construction and at the end of each construction season, and extend an open invitation to visit the site at their convenience.

Our Team's Approach to Mitigation Monitoring and Corrective Action Process (CAP)

Our HPC Team believes that careful monitoring and measured, appropriate responses to issues that arise are the best way to ensure that corrective actions are timely, effective, and enjoy the full support of everyone involved. Corrective actions that are punitive or exaggerated can create a disincentive to self-reporting accidents or concerns, which can slow response time. Our environmental personnel work to maintain a collaborative relationship with construction personnel; to avoid relying on inspectors to find problems and initiate corrective actions. This philosophy infuses each of the specific CAP steps identified below:

- Formal post-construction monitoring will occur pursuant to regulatory guidelines.
- Informal monitoring will occur at predetermined milestones (quarterly, at a minimum) and after significant events (e.g., large storm, fire, etc.).
- Informal monitoring will focus on early identification of need for corrective action.
- When a mitigation site is failing to meet identified success criteria, the steps in the CAP will include:

- Reevaluate whether the original objectives and goals that led to the development of the success criteria are appropriate.
 - a) Did the original analysis misidentify what was feasible for the site?
 - b) Is the mitigation working at cross purposes to unforeseen ecosystem processes?
 - c) Have site conditions changed due to unanticipated events (e.g., a large storm event)?
- Based on the above reevaluation, reassess the success criteria feasibility and either keep them the same, adjust them, or modify them accordingly.
- Based on the first two steps, reassess the approach taken to meeting the success criteria and create an appropriate revised compliance strategy.
- Ensure that all mitigation construction occurs with a qualified biologist on site.

Environmental Compliance Plan Summary

Make sure everyone knows what is expected or required.

- Train and educate management and construction staff regarding EPSs and T&Cs prior to each phase of construction.
- Focus training on the intent of the EPSs, and T&Cs, not just the letter of the requirements.
- Provide training on the protocols within the CAP.

Remember the environmental obligations.

- Flag the project site using colored flagging that distinguishes areas of total exclusion and areas excluded for particular time periods.
- Use checklists with EPS/permit T&C obligations to ensure that expectations are met.

Make it easy to identify environmental concerns or opportunities for improvement.

- Communicate that the environmental inspector is not just for enforcement, but is there to help solve problems or resolve concerns.
- The environmental manager is available 24/7/365 to answer questions or help solve problems.

Verify that everyone is following through on his or her obligations.

- Authorize the environmental inspector to shut down the site, if needed.
- Authorize construction workers to stop work if they believe avoidable environmental damage will occur due to project conditions.

Our Emergency Response/Non-compliance Process will include the following:

- If the environmental inspector or environmental manager did not initiate the CAP, then they are always the first point of contact (any subsequent agency contact will come from them).
- Site workers are responsible for immediate stabilization of the project site, although the environmental manager should be involved to the greatest extent possible.



- The environmental manager will be responsible for agency coordination to ensure on-going avoidance and minimization of further environmental damage.

Issues Resolution Plan

We believe a successful issue resolution plan avoids disputes and is attained by creating a “partnering” atmosphere at the onset of structuring our project team (both internally and externally with City staff), including resolving issues at the lowest possible level in our project team hierarchy. HP Civil has used this approach on all our projects, as part of our management philosophy, with great success.

As previously addressed in this submittal, HP Civil fosters trust within our team by implementing effectual management tools with an open and integrated communication style. As we have the same team members proposed for the Kellogg Creek Bridge DB project as is currently working on the US 101 @ OR 6 Project, we carried over the same partnering philosophy and established the same approach during this proposal preparation, with our team’s Key Personnel.

As we investigated and evaluated the final solution to this site, our team members were able to equally communicate their concerns and ideas with one another. This “partnering” proves invaluable in arriving at quick, efficient, and cost effective solutions, and provides for collective, clear understanding of everyone’s assumptions, concerns, and potential risks.

Our plan for disputes avoidance and/or issues resolution will specify who is responsible, at each discipline level, for resolving an issue. Our simple steps for finding a solution, within an agreed timeframe, is designed to help our team respect the project’s schedule and work effectively together. These steps were successfully demonstrated while working through environmental and archaeological clearances at the start of ECHC. Two significant archaeological sites were encountered at two of the bridges, and both the sites covered our only access points to construct the interior bents and erect girders.

With a “project first” mentality we were able to quickly and efficiently negotiate a contract modification and perform the necessary work to address the archaeological sites without missing the critical first construction season in-stream work period. This entire process was accomplished without (internal or external) dispute. Mr. Steve Vestal who served as the ODOT Project Manager on the OR 38: Elk Creek to Hardscrabble Creek DB Project can be reached at vestal@gmail.com (858) 371 8384.

Cost Allowances

In order to blend the project into the park setting we have set up allowances for several architectural enhancements.

The first allowance is to add rock formliner treatment to the bridge abutments and bridge wingwalls. Another enhancement would be to stain the rock treatment to blend in with the natural environment. The prestressed beams can also be stained.

Replacing the powder coated 3-tube railing with Texas style concrete bridge rail or precast concrete decorative railing are the final enhancement options.

Quality IV: Technical Solutions

IV.1 PROJECT STAGING

Our HPC Team of experienced professionals, including bridge engineers, traffic design engineers, environmental specialists, and construction professionals pooled our resources to brainstorm and develop the best possible options to minimize the impacts to the public users and treatment plant operators of the Riverfront Park.

In developing the staging plans for construction, every effort was made not to have any full closures of the park. A comprehensive communication plan with continuous stakeholder notifications will ensure that the park users are aware of the construction activities within the park.

Prior to the start of construction, we will have all necessary materials and equipment staged at the site or nearby. Once the work is started we will diligently continue until the work is complete.

As detailed in our staging plans we will start out with the streambank restoration work, raising and protection of the manhole, and riprap protection. This work can be completed while maintaining full use of the park. Once the design for the foundations is approved and we are outside of the migratory bird nesting period, we will fell the trees on the northwest corner of the bridge. This work, as well as the driving of the temporary sheet piling, will require the use of flaggers to keep the traveling public out of harm's way. The public will not be held by more than 20 minutes at any time. Flaggers will be utilized again during the erection of the bridge girders and anytime necessary to keep the traveling public safe.

Curbs and sidewalks will be constructed ahead of the roadway approach work in order to minimize impacts to the park users. Once the bridge, storm drains, curbs, and sidewalks are complete the bridge approaches will be constructed. Flaggers will control the park users during the tie-in work. If necessary, this work may be performed during the off-peak park hours.

The bridge demolition, riprap protection, lighting, approach restoration, and planting work can be accomplished outside of new roadway alignment with minimal disruptions to the park users.

IV.2 INNOVATIVE SOLUTIONS

Our solution to minimize construction cost and duration of construction and improve aesthetic experience for park users is to keep the design simple. We are going to match the existing slope protection measures already installed as part of the park improvements on the river bank for the protection and restoration of the channel slope. The main design concern on the project is scour protection of the new bridge. In order to guarantee that scour will never be a problem for the City our team has chosen to extend the bridge length and protect the driven pile foundation with buried riprap. Extending the span length allows our team to remove excess fill within the floodway offsetting the volume of the bridge beams being lower. We are able to install the new bridge deck only 1 foot above the existing bridge deck. This mitigates the issues tying back into the existing approaches. Our abutments are semi-integral producing a jointless bridge. As part of our aesthetic enhancements rock form liners can be used to improve the aesthetic experience for park users along with concrete stain.

Our team has extensive experience driving piling in the vicinity of the Kellogg Creek Bridge for the Tri-met Portland to Milwaukie Lightrail Project. As a result, we have chosen to utilize driven piling to support the new bridge minimizing both construction costs and duration of construction. To keep the roadway profile as low as possible and to minimize the prestress production cost the HPC Team has chosen to utilize 34-inch prestressed Bulb I girders. 3-tube bridge railing will be installed on both sides of the structure with the westside being on top of the raised 8-foot sidewalk. As part of our aesthetic enhancements the 3-tube railing can be powder coated or replaced with concrete Texas style open-window bridge railing.

Phase	Description of Work	Traffic Control
1	Slope enhancement and restoration, MH raising	Continuous Use
2	Clearing & grubbing, installation of temporary sheet piling, and bridge construction. Curbs & sidewalks, bridge approach construction and tie-ins	Flagging as Needed
3	Bridge demolition, embankment removal, riprap protection, lighting, waterline connections, restoration of old bridge approaches, and landscaping	Flagging as Needed

KELLOGG CREEK BRIDGE (BR #22142)
EMERGENCY REPLACEMENT
CITY OF MILWAUKIE, OREGON
DESIGN / BUILD PROJECT
CIP 2016-D22



OWNER

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CONTACT: LARRY GESCHER
PHONE: 971-304-5653

DESIGN FIRM: OTAK, INC.
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PHONE: 360-990-4193

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9750 SW NIMBUS AVE
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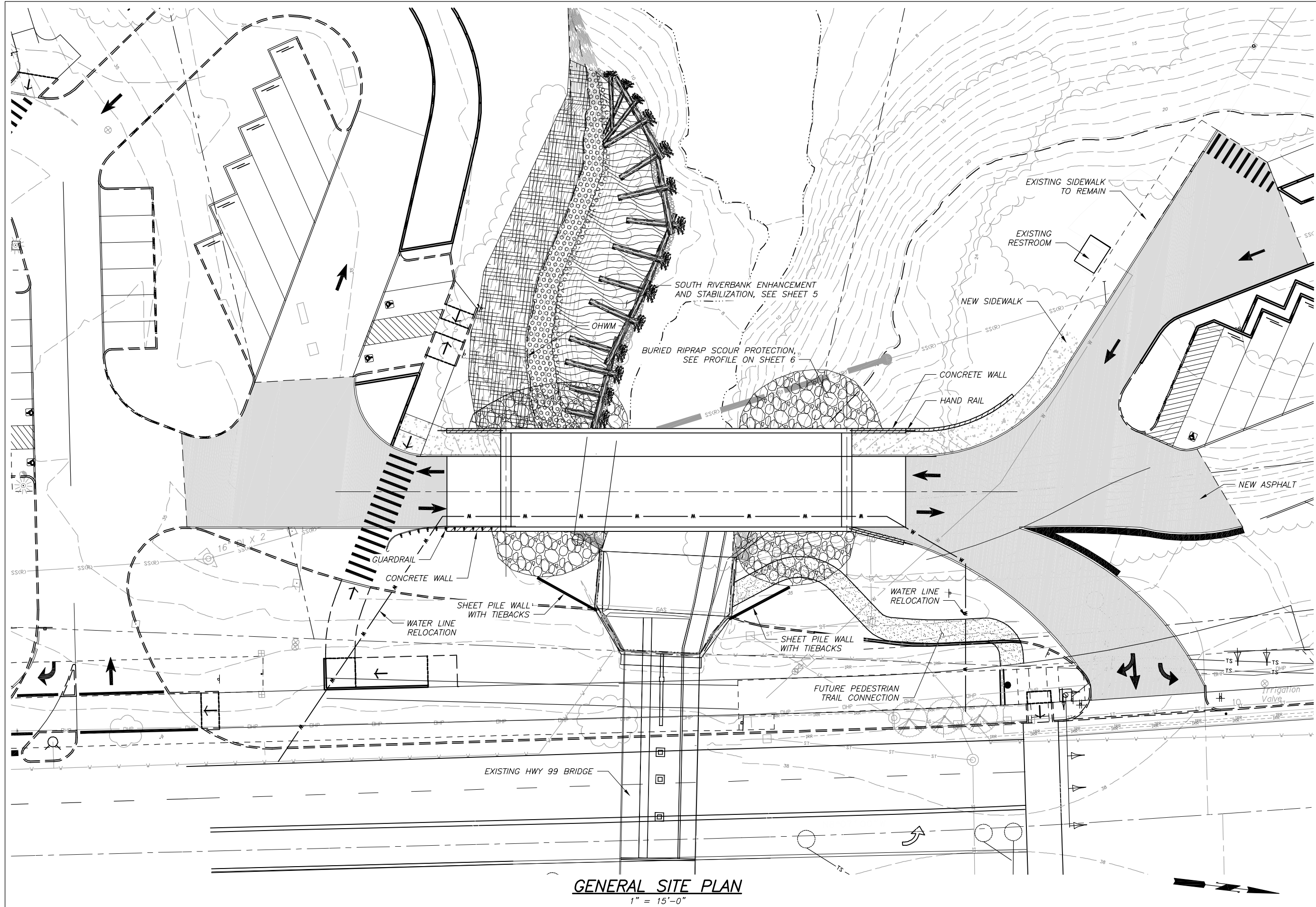
TRAFFIC ENGINEERING:
GLOBAL TRANSPORTATION ENGINEERING
227 SW PINE ST. SUITE 320
PORTLAND, OR. 97204
PHONE: 503-488-5736

DRAWING INDEX

SHEET NUMBER	TITLE
1	COVER SHEET
2	GENERAL SITE PLAN
3	CONSTRUCTION STAGING PLAN – PHASES 1 & 2
4	CONSTRUCTION STAGING PLAN – PHASES 3 & 4
5	SOUTH BANK ENHANCEMENT PLAN AND DETAILS
6	BRIDGE PLAN AND PROFILE
7	FOUNDATION PLAN
8	BRIDGE SECTION
9	BRIDGE RAIL DETAILS
10	BRIDGE RAIL DETAILS

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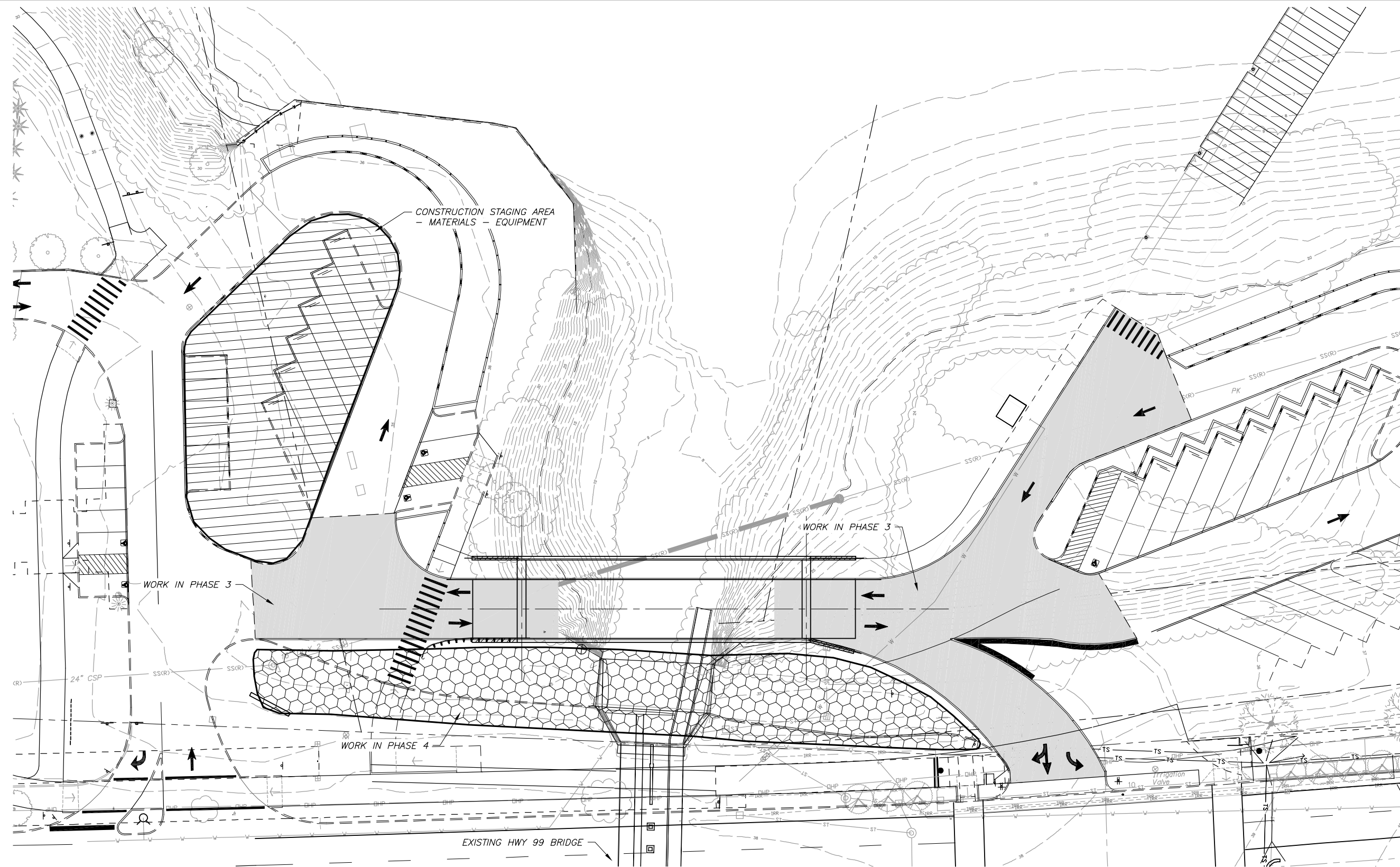
KELLOGG CREEK BRIDGE (BR #22142)
EMERGENCY REPLACEMENT
CITY OF MILWAUKIE, OREGON
GENERAL SITE PLAN

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SHEET NO. 2 OF 10
JOB NO. 18328

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Quality Proposal
Section 4: Page 5



PHASES 3 & 4

PHASES 3 & 4
3. APRIL 2018 - MAY 2018

4. MAY 2018 – SEPTEMBER 2018

- APPROACH TIE-INS, PAVING
- PARK CLOSURE (2 WEEKS) - TRUCKS FROM PLANT - RIGHT TO SOUTH BOUND LANE
- BRIDGE DEMOLITION, SHEET PILE WALL
- NO CLOSURE, INTERMEDIATE 20 MINUTE CLOSURES (FLAGGING)

CONSTRUCTION STAGING PLAN – PHASES 3 & 4

$$1'' = 20'-0''$$


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KELLOGG CREEK BRIDGE (BR #22142)

EMERGENCY REPLACEMENT
CITY OF MILWAUKIE, OREGON

CONSTRUCTION STAGING PLAN – PHASES 3 & 4

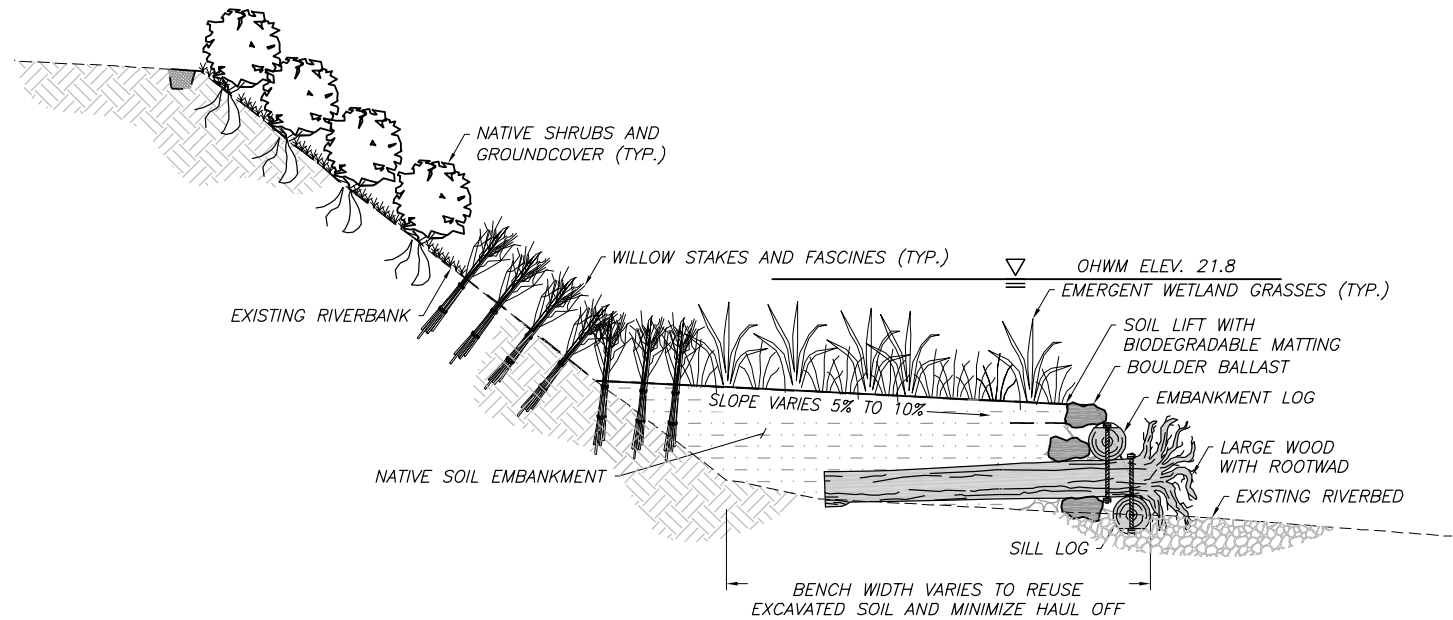
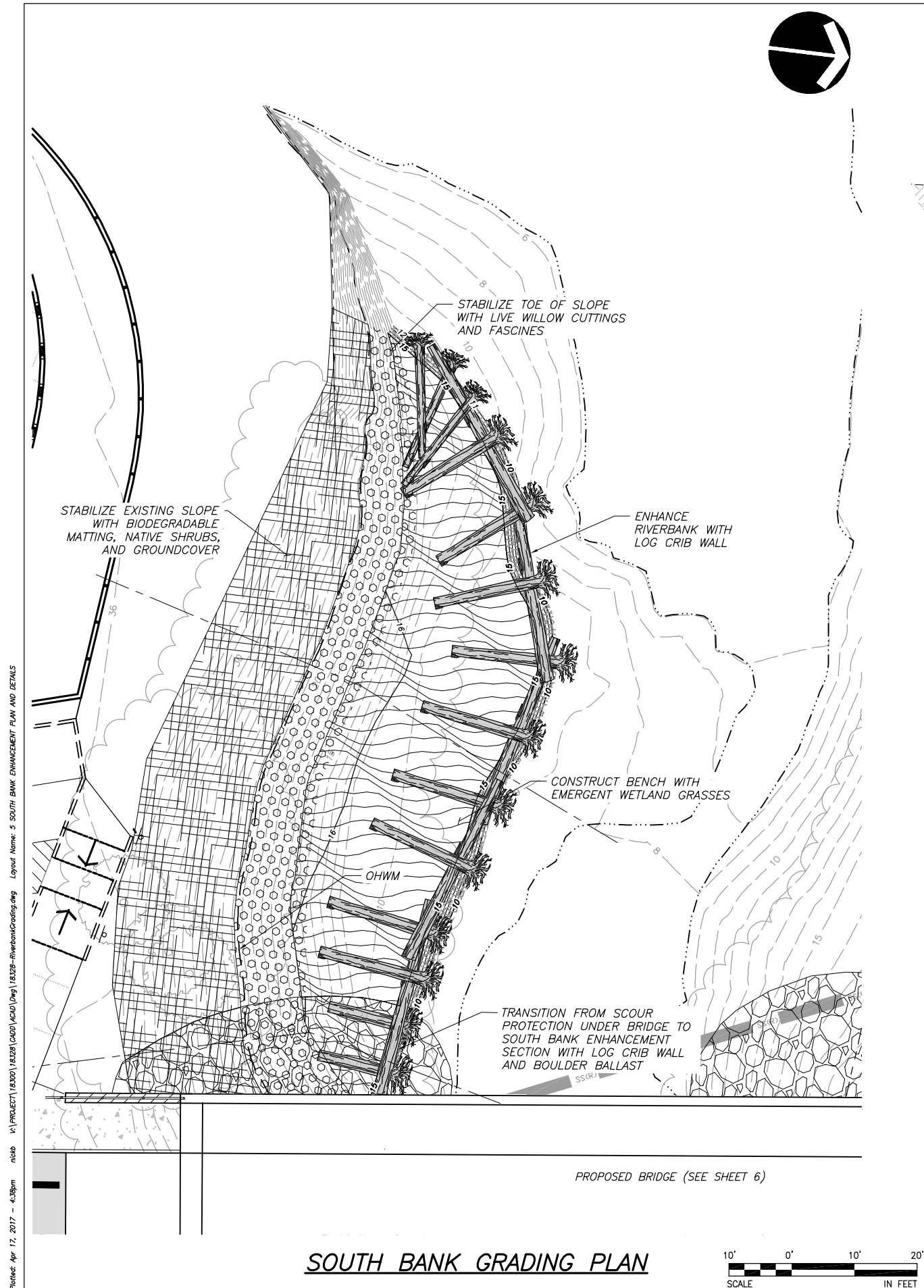
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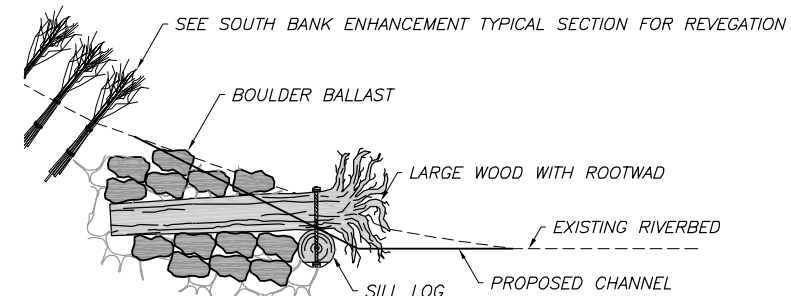
KELLOGG CREEK BRIDGE (BR #22142)
EMERGENCY REPLACEMENT
CITY OF MILWAUKIE, OREGON
SOUTH BANK ENHANCEMENT PLAN AND DESIGN

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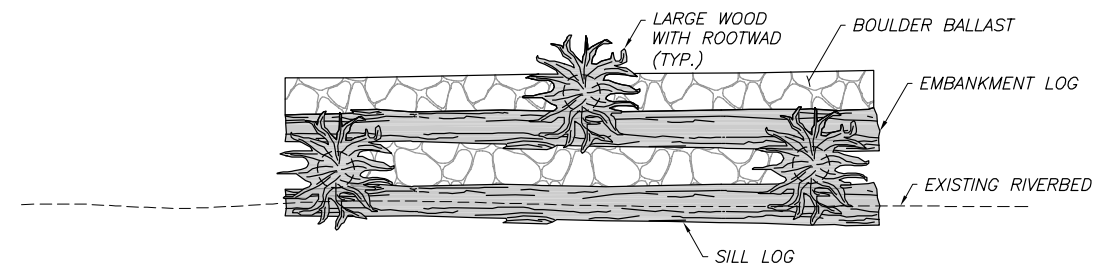
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NOT TO SCALE



SOUTH BANK TRANSITION TYPICAL SECTION
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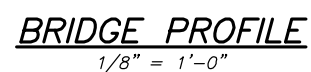
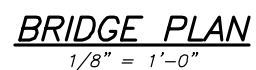


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KELLOGG CREEK BRIDGE (BR #22142)
EMERGENCY REPLACEMENT
CITY OF MILWAUKIE, OREGON
BRIDGE PLAN AND PROFILE

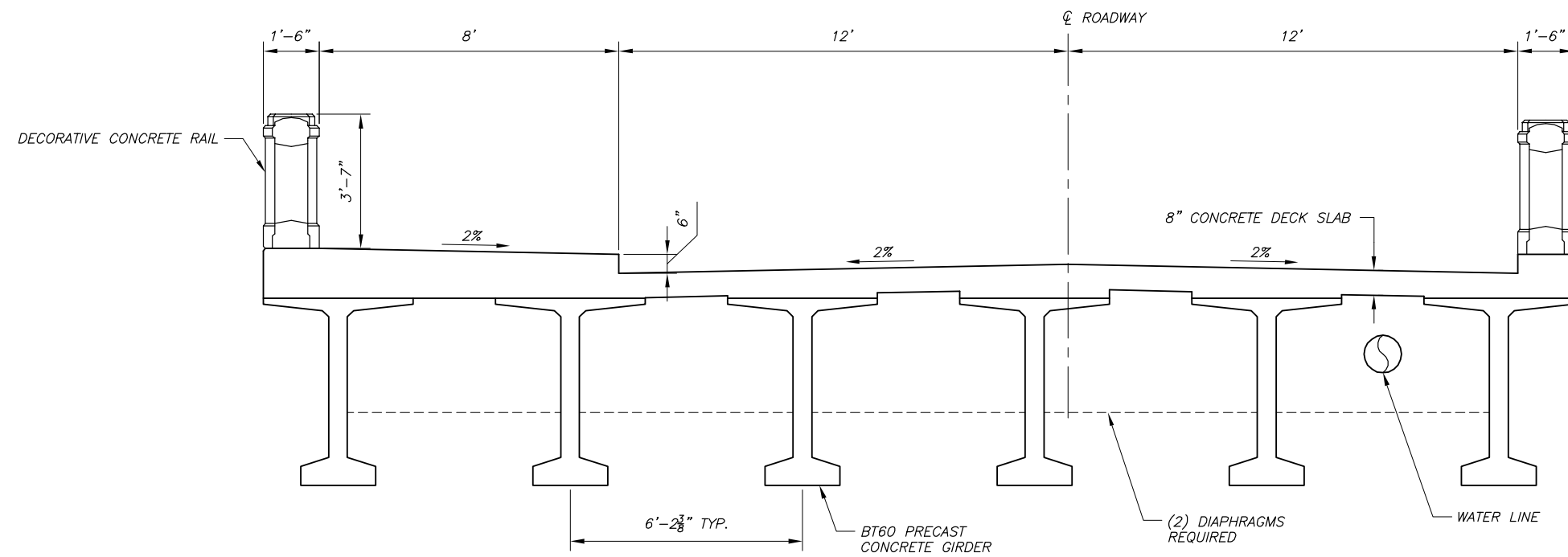


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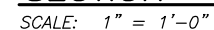
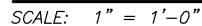
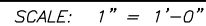
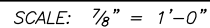


KELLOGG CREEK BRIDGE (BR #22142)
EMERGENCY REPLACEMENT
CITY OF MILWAUKIE, OREGON
BRIDGE SECTION



BRIDGE SECTION
1/2" = 1'-0"

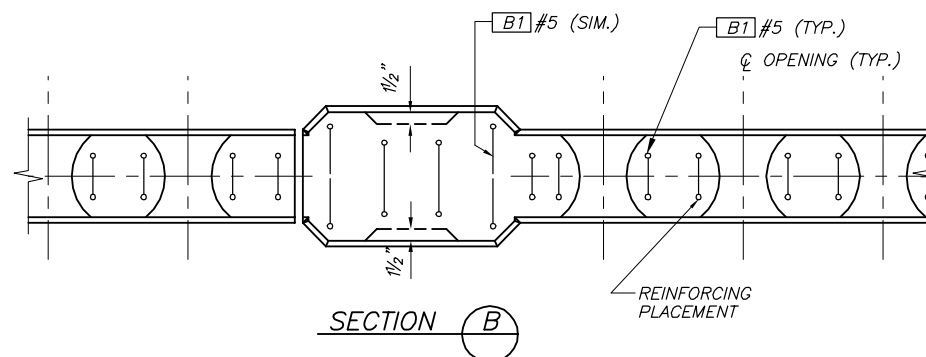
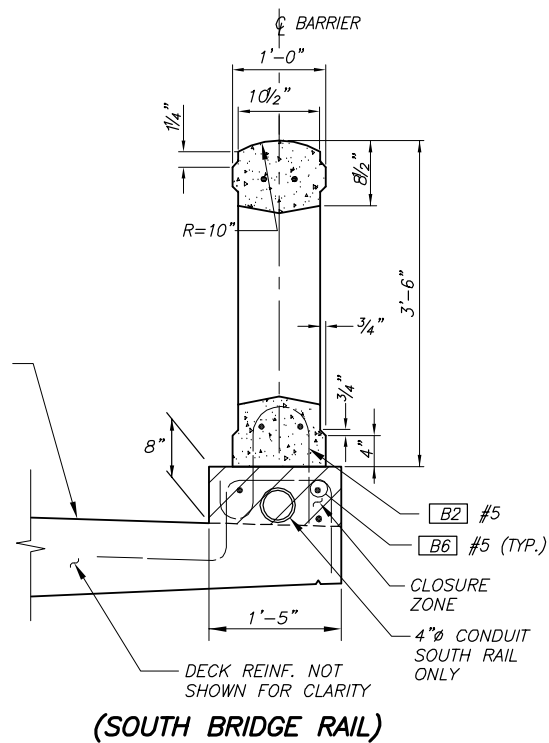
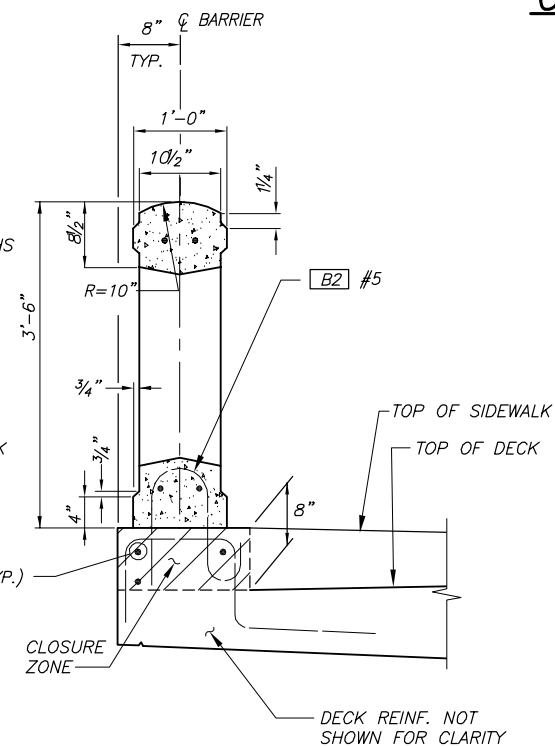
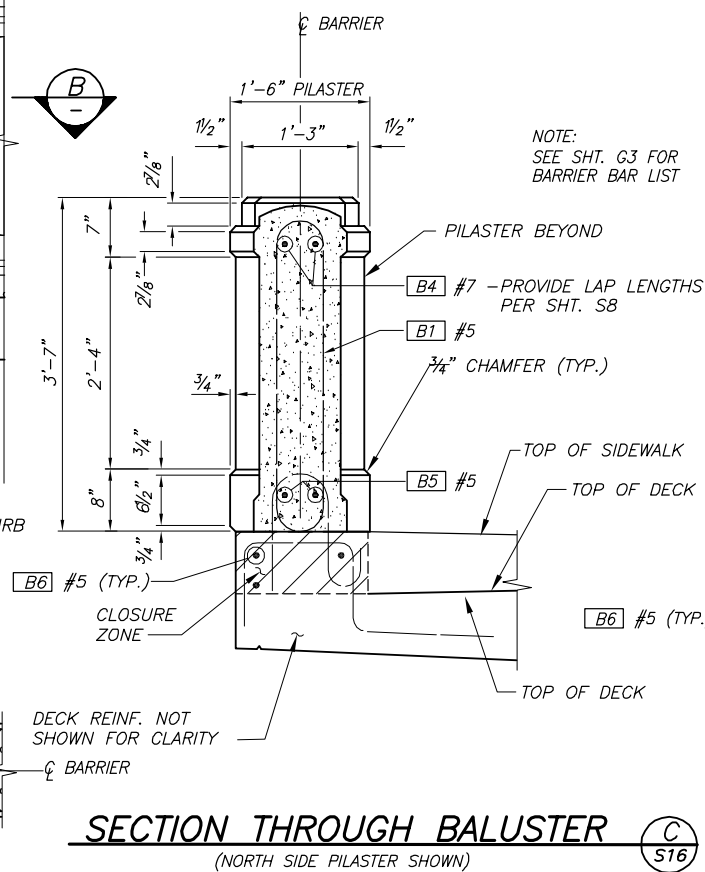
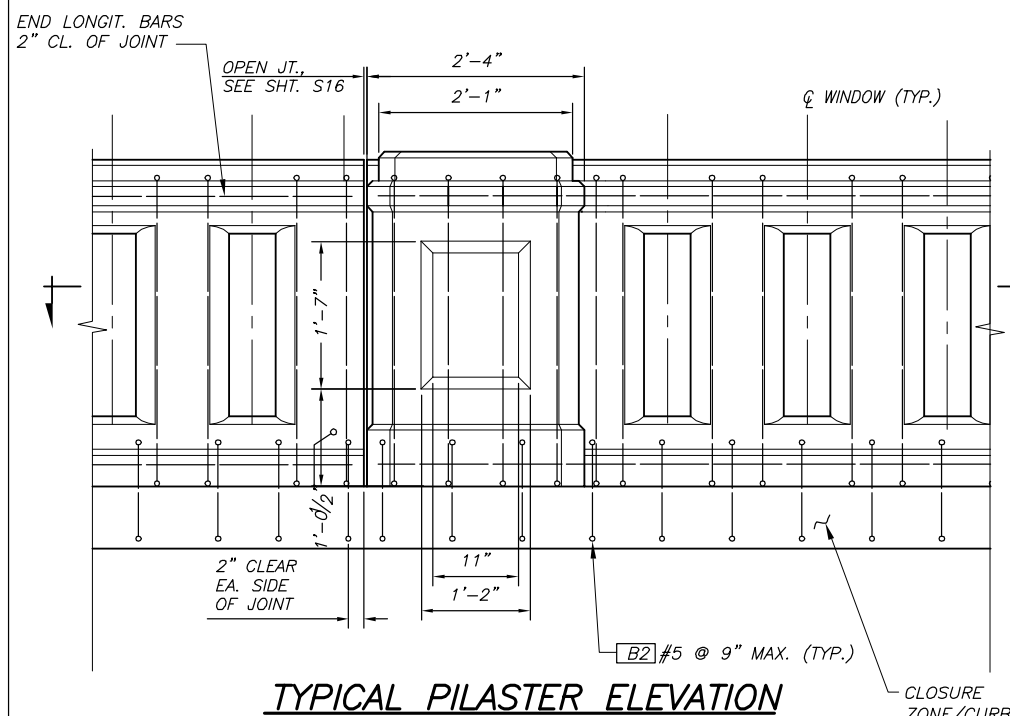
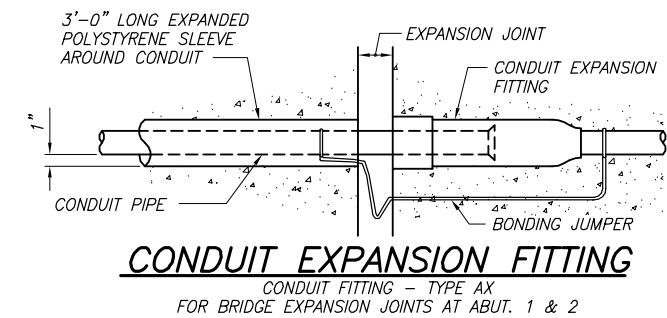
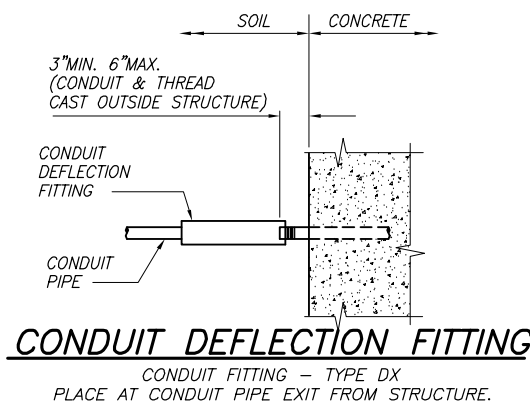
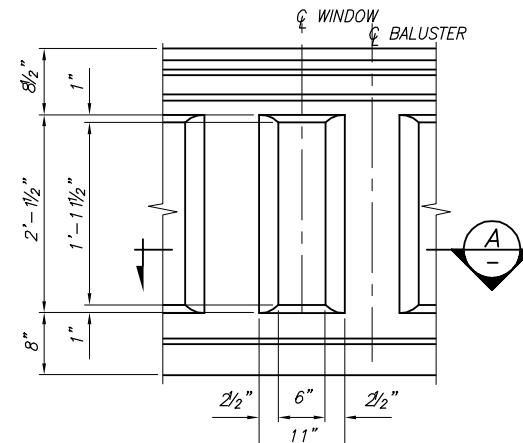
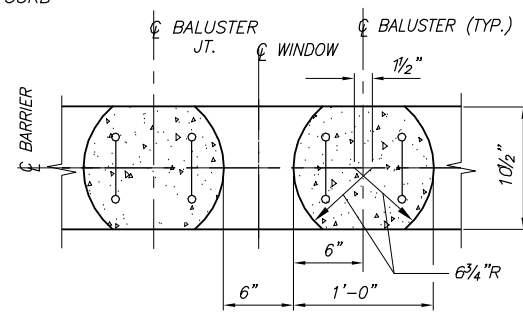
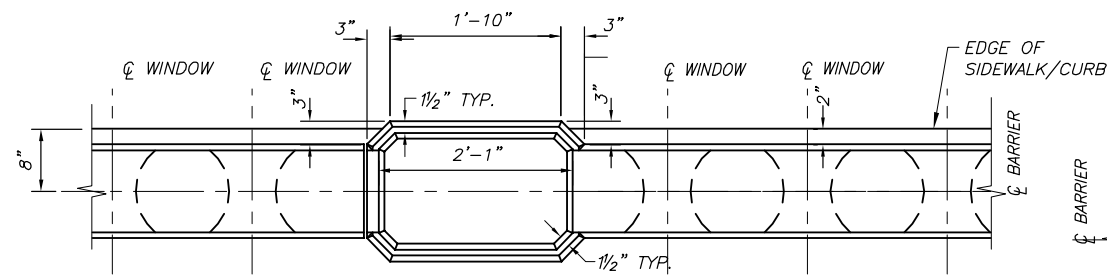
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KELLOGG CREEK BRIDGE (BR #22142)
EMERGENCY REPLACEMENT
CITY OF MILWAUKIE, OREGON
BRIDGE RAIL DETAILS

SHEET NO. 9 OF 10

OB NO. 18328



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Quality VI: Diversity Plan Outline

The HP Civil Team is familiar with the City's goal to design and build projects with the utmost respect for affirmative action and diversity. The HP Civil Team also identifies with the City's desire to extend contracting opportunities to Disadvantaged Business Enterprises (DBEs), Minority Business Enterprises, Women Business Enterprises, and Emerging Small Businesses (MWESBs) in order to promote their economic growth and to provide additional competition on construction projects. If our team is awarded the construction of the Kellogg Creek Bridge, we will maximize the participation of DBE and MWESB firms and contractors throughout pre-design, design and construction of this project. The HP Civil Team is dedicated to achieving City's affirmative action requirements.

The HP Civil Team is also committed to exceeding the federally specified affirmative action goals for statewide female utilization at 6.9%. HP Civil is also committed to exceeding the federally specified affirmative action goals (for minorities) for Multnomah county set at 4.5%. HPC will make all necessary and reasonable efforts to have a workforce that reflects the diversity that the City strives for and one that is consistent with the availability of qualified women and minorities in the local area. The HP Civil Team will carefully review U.S. Census Data to be aware of the construction workforce demographics in Multnomah County to help achieve the above goals. This will also be an expectation of our subcontractors

DBE and MWESB Firms

The HP Civil Team will implement a comprehensive program and multi-faceted approach for maximizing DBE and MWESB participation on the project. As a design-build general contractor, we will aspire to subcontract with as many DBE/MWESB firms that we available.

Subcontracting to DBE and MWESB Firms

- The HP Civil Team and all of its subcontractors must pay each subcontractor, which includes all DBE/MWESB firms, for satisfactory performance no later than ten calendar days from receipt of each payment the HP Civil Team receives from the Agency.
- The HP Civil Team and all subcontractors must submit a finished, signed "Subcontractors Paid – Summary Report" (Form 734-2536) to Agency's PM certifying that a payment has been made to each and every subcontractor and supplier, including all DBE/MWESB firms involved.
- The HP Civil Team and all subcontractors must submit a completed and executed "DBE Workplan Proposal" (Form 3A) to the Agency's PM.

Construction Subcontractors

We want to make certain that the greatest number of DBE and MWESB firms, as registered on Business Oregon

Certification Office for Business Inclusion & Diversity Directory, are made aware of the potential subcontracting opportunities. The HP Civil Team has the following subcontracting opportunities available; temporary signing, flagging, reinforcement placement, curbs and sidewalks, lighting, AC paving, permanent striping and landscaping. The HP Civil Team will also continue to look for additional opportunities where certified DBE and MWESB firms may participate.

Diversity Representative

The HP Civil Team will ensure the quality of their DBE and MWESB notification and outreach by assigning Larry Gescher as our Diversity and EEO Representative. Larry Gescher will be in charge of the following activities in cooperation with the HP Civil Team:

- Organize and uphold the Diversity Plan
- Develop and maintain DBE and MWESB bidder lists
- Contact ODOT Office of Civil Rights for assistance in contacting and reaching prospective DBE and MWESB subcontractors
- Ensure the team puts together procurement packages that are structured to allow DBE and MWESB businesses to participate to the maximum extent
- Include DBE and MWESB businesses in solicitations for products or services that they are capable of providing; remove prohibiting statements from solicitations
- Review bid documents for non-selection of DBE and MWESB businesses
- Guarantee the organization and maintenance of records of solicitations and subcontract award activity by recording all business communication
- Arrange for attendance at functions by DBE and MWESB organizations to cultivate business relationships
- Monitor attainment of projected targets on a monthly basis
- Gather, prepare, and submit all subcontract reports, forms, and documentation
- Meet on a monthly basis with Agency PM to review DBE, MWESB, Apprenticeship, and EEO progress.
- Develop and implement DBE and MWESB subcontracting.
- Ensure the quality of the DBE and MWESB outreach and communication by advertising all subcontractor opportunities in newspapers and trade journals, and by sending solicitation letters to DBE and MWESB firms listed on the OMWESB Directory

Encourage Participation

We will advertise all subcontract opportunities in the following publications to ensure a diverse list of respondents: The Daily Journal of Commerce and in the local trade publications.

Solicit Certified DBE and MWESBs

- Telephone each MWESB subcontractor that was contacted via mail/fax at least two weeks prior to the bid submission deadline. The purpose of this telephone call is to confirm the subcontractor's participation in the bid, answer questions regarding the bid, and document responses.

Project Plan and Specification Availability

To ensure every DBE/MWESB the opportunity to work on this project, the HP Civil Team will provide the following services for plan review:

- Provide plans and specifications for viewing by all potential subcontractors on company ftp site.
- Provide bidding documents on CD at no charge.

DBE and MWESB Solicitations and Good Faith Negotiations

The HP Civil Team will accurately document in writing DBE and MWESB solicitations. We will submit a log that includes a complete list of names, addresses, telephone and fax numbers, e-mail addresses, dates the subcontractors were contacted, and the action taken for each of the DBE and MWESBs. The HP Civil Team prides itself on negotiating in good faith when dealing with DBE and MWESBs

Assistance for DBE and MWESBs

The HP Civil Team will provide continual technical assistance to subcontractors to improve communication and resolve issues quickly as identified below:

- HP Civil's project manager is the point of contact for all subcontractors on-site in regard to construction.
- Larry Gescher will facilitate any communication between participants in relation to DBE and MWESB diversity programs.
- Other HP Civil personnel will be available for meetings, telephone calls, or other communication in regard to any aspect of this project, as a mentor or source of information.
- HP Civil will provide support for individual contractor needs once identified. This may include contract compliance issues, human resource assistance, certified payroll assistance, required reporting assistance, and/or establishing lines of credit.
- Requirements will be thoroughly explained to

all subcontractors. The HP Civil Team's Diversity Representative and Contract Administrator will continually review all mandatory reports to make sure the subcontractor is producing the desired expectations. Our Diversity Representative and Contract Compliance Administrator will work closely with the subcontractors to answer questions and help in any way.

Follow-Up to Bid Responses

At the time of bid, HP Civil will follow-up with a telephone call to the DBE and MWESBs who submit competitive bids to clarify any questions that the subcontractor may have.

Utilization of Organizations

The HP Civil Team will utilize DBE and MWESB organizations, such as The Hispanic Chamber of Commerce, Oregon Association of Minority Entrepreneurs, and other MWESB organizations that are identified with the help of ODOT to provide assistance in the recruitment and placement of DBE and MWESBs.

Training and Hiring

HP Civil will continue to focus our efforts on increasing workforce diversification through the recruitment of qualified women and minorities. In the past, and a promise to continue in the future, HP Civil has participated in a variety of training and recruiting methods. Recruiting methods include job fairs, school-to-work, JATC, community events and internships.

On-the-Job Training and Apprenticeship Training

Opportunities to participate as trainees, apprentices, or interns on the Kellogg Creek Bridge project will be available. The HP Civil Team will make certain that minorities and women have an equal opportunity to compete for and participate as trainees or apprentices. Our training requirements will be achieved through on-the-job training and apprenticeship positions.

Subcontractors who are not registered as training agents with a Joint Apprenticeship and Training Program will be encouraged by the HP Civil Team to adopt an existing Agency training program to satisfy these requirements. Adopting an existing training program will ensure that the trainee has completed 2000 hours of training and is eligible for entry into the apprenticeship program.

Reports

The Diversity Representative, Larry Gescher, will complete and submit the following reports to the Agency's PM in a timely manner:

- The Federal OJT/Apprenticeship Program will be provided prior to construction work starting on the

project. This form is due at the pre-construction meeting.

- In-House Trainee Approval Request for subcontractors who must meet training requirements and are not registered training agents with a Joint Apprenticeship and Training Committee
- ODOT Trainee Monthly Progress Record for each person on the project participating in the OJT program by the 5th of each month
- Monthly Employment and Apprenticeship Utilization Report, MEAUR for all contractors and subcontractors on contracts valued \$10,000 and above, regardless of their participation in OJT/apprenticeship program
- Federal-Aid Highway Construction Contractor's EEO Report will be forwarded to the ODOT Civil Rights Office on an annual basis

HP Civil's Contract Administrator will complete and submit the following form to the Agency's Project Manager

- Subcontractors Paid Summary Report, monthly and at final completion of the project

FORM DU
DESIGN UNIT DESCRIPTIONS

Project Name: Kellogg Creek Bridge (BR #22142) Design-Build Project

Proposer Name: HP Civil Inc.

Price Center Code (from Form PCD) ¹	Design Unit Code	Design Unit Description
A1	DU1	2017 IWW Definitive, Readiness for Construction, As-Constructed
A2	DU2	Balance Definitive, Readiness for Construction, As-Constructed
A3		
A4		
A5		
A6		
A7		
A8		
A9		
A10		
A11		
A12		

¹Selected Proposer shall add Price Center Codes prior to Contract execution.

RS81

For each Price Item, Design-Build shall describe on Form PCD, in bulleted or narrative form, all of the Work encompassed within the Price Item, and shall cross-reference items of a similar nature that are included in other Price Items. Design-Build may include a list of the key components shown on Form SP in each Price Item description.

PRICE ITEM CODE	PRICE CENTER TITLE	PRICE CENTER DESCRIPTION
A1	Design	Permitting, Hydraulics, Storm Water, Geotechnical, Bridge, Roadway, Electrical, and Landscape Design
A2	Quality Management	Design Quality Management, Construction Engineering, Inspection, and Quality Control Testing
A3	Safety (including temporary traffic Control)	Pedestrian and Traffic Protection Measures, Temporary Traffic Control Measures, Worker Safety, Flagging
A4	Environmental mitigation and monitoring	ECP, Pollution Control Plan, Erosion Control, and Environmental Compliance Monitoring
A5	Mobilization	Bonds, Insurance, Plant and Equipment Mobilization
A6	Substructure	Temp. Sheet Piling, Structure Excavation, H-Pile, Bridge Substructure
A7	Superstructure	Prestressed Beams, Diaphragms, End and Wingwalls, Deck, Sidewalk, End Panels, Bridge Rail
A8	Bridge Removal	Removal and Disposal of Existing Bridge and Walls
A9	Earthwork	Clearing and Grubbing, Slope Stabilization and Protection, Excavation, Embankment
A10	Roadway	Waterline, Storm Drainage, Aggregate Base, Cold Plane, AC Paving, Guardrail, Curbs, Sidewalks and Striping
A11	Detour / Stage Construction	Temporary Stage Shoring and Temporary Sheet Pile
A12	Landscape and Illumination	Landscaping, Lighting, and Traffic Signal Modifications

**FORM KP
KEY PERSONNEL
INFORMATION**

Project Name: Kellogg Creek Bridge (BR #22142) Design-Build Project

Name of Proposer: HP Civil Inc.

PROPOSED PROJECT MANAGEMENT KEY PERSONNEL

Function	Name	Years of Experience in Area of Responsibility	Education/Registration	Parent Firm Name	% of Time to be Dedicated to Project	# Years Employment with Principal Participant
Project Principal	Roger Silbernagel	30	BS Construction Engineering Mgmt	HP Civil Inc.	20%	3
Design-Build Project Manager	Larry Gescher	31	BS Construction Engineering Mgmt	HP Civil Inc.	100%	3
Project Quality Manager	Kevin Timmins	17	MS, Environmental Engineering BS, Environmental Engineering	Otak	10%	17
Construction Manager	Josh Smith	13	PE BS Civil Engineering	HP Civil Inc.	100%	3
Design Manager	Doug Sarkkinen	28	MS, Civil Engineering BS, Civil Engineering	Otak	40%	7
Design Quality Manager	Ken Ackerman	21	PE, SE BS Civil Engineering PE	Otak	10%	3
Construction Quality Manager	Ian Machan	16	MS, Civil Engineering BS, Civil Engineering PE	Otak	10%	16

City of Milwaukie, Oregon							
Safety Manager	Scott Plummer	25	NW Tech Institute OSHA 10 & 30	HP Civil Inc.	25%	2	
Environmental Manager	Randy Reeves	34	BS Fisheries	Reeve Sherwood	25%	4	
Traffic Control Design Engineer	Allen Hendy	14	BS, Civil Engineering PE	Otak	10%	1	
Traffic Control Supervisor	Scott Plummer	25	TCS Certification, OSHA 30	HP Civil Inc.	20%	2	

Use additional sheets if necessary.

**FORM LC
LOBBYING CERTIFICATE**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(to be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. 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 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influence or attempting to influence an officer or employee of any 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.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, HP Civil Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Larry Gescher, President

Name and Title of Contractor's Authorized Official

4/04/2017

Date



President

EDUCATION AND PROFESSIONAL QUALIFICATIONS

Oregon State University
BS in Construction Engineering Management

Associated General Contractors
Oregon Columbia Chapter
Officer 2012 - 2015
Executive Board 2010 - Present
Board of Directors 2006 - Present

AGC/ODOT Leadership Committee

Oregon State Senate Committee
CM/GC 2013 - 2014
Diesel Emissions 2016 - 2017

EMPLOYMENT

HP Civil Inc.
President/Project Manager
2014 - Present
Slayden Construction Group
Vice-President/Project Manager
2005-2013
Holm II, Inc.
Project Manager
1986-2004

PROJECT EXPERIENCE

Sellwood Bridge Replacement
Portland, OR | \$215 million

I-5 Willamette River Bridge
Eugene, OR | \$140 million

I-5: Elkhead Rd to OR 126: Knowles Creek
Lane County, OR | \$43 million

OR 38: Elk Creek to Hardscrabble Creek Bridges
Drain, OR | \$47 million

Spencer Creek Bridge
Newport, OR | \$20.4 million

Brownsville (Calapooia) River Bridge
Brownsville, OR | \$1 million

Applegate Road at Palmerton & Cameron Bridges
Jackson County, OR | \$4.5 million

Sunset Industrial Storage Reservoir
Rocklin, CA | \$10 million

Larry Gescher

Proposed Role – Design-Build Project Manager

ALTERNATIVE CONTRACTING EXPERIENCE

Opal Creek Half Bridges and Battle Axe Bridge Design-Build Project

Project Description: This Design-Build Project consisted of designing and replacing 3 failing half viaduct bridges as well as a single-lane bridge over Battle Axe Creek in the Opal Creek National Forest. HP Civil teamed with Smith, Monroe, and Gray for the design. Larry led the design team to a solution that could be built efficiently, while still fitting into the natural environment. Due to the remote location with very restricted access steel girders were used with wood decking and railing. The steel girder option allowed for the girders to be spliced together once they were on site. This provided the needed 90-foot clear span to stay above the OHWM of Battle Axe Creek. Traffic and pedestrians were able to pass through the site at all times with the use of temporary jump spans.



Dates: September 2014 – March 2015

Construction Value: \$5,116,400

Owner Reference: Katie Ryan – Opal Creek Ancient Forestry Center, 541/ 350-9110

Larry's Role: On the Opal Creek project, Larry served as the Project Manager.

Sellwood Bridge

Project Description: This CM/GC project located in Portland, Oregon is being built for Multnomah County. Slayden Construction Group teamed with Sundt Construction as the CM/GC. This complex project involved a landslide on the west bank and condominiums within the footprint of the new bridge. The public voted that they wanted the bridge to remain open during the construction of the new bridge in an environmentally sensitive waterway. Once selected as the CM/GC Larry was able to lead the team to change the design from a staged bridge to performing a slide of the old bridge. This allowed the new bridge to be built in a single stage saving the project both time and money. The project was setup with early work packages in order to hit the early in-water-work periods. Landslide mitigation work was completed first to stabilize the hillside in order not to compromise the new bridge. Right-of-Way was purchased and condominiums had to be demolished with residents living in the adjacent unit. Work bridges were built to access the interior piers where perched foundations were constructed on 10'-0" diameter drilled shafts. Cofferdams were constructed to facilitate the placement of the mass concrete foundations with cooling system. The structural steel arches will then be placed and the CIP microsilica concrete deck placed along with the bridge rail.



Dates: July 2012 – February 2014

Construction Value: \$220,000,000

Owner Reference: Ian Cannon – Multnomah County, Oregon 503/704-5170

Larry's Role: On the Sellwood Bridge project, Larry served as the Project Principal Sept 2011 – June 2012 and Project Manager July 2012 - February 2014.

Larry Gescher

Proposed Role – Design-Build Project Manager

Previous Employer

Grants Pass (Rogue River) Pedestrian Bridge

Grants Pass, OR |

Grande Ronde River (Lower Perry) Bridge at I-84

La Grande, OR | \$8.3 million

I-5 Cow Creek and Quines Creek Bridges

Glendale, OR |

I-5 Coast Fork Willamette River Bridge

Eugene, OR | \$6 million

I-5 Willamette River Bridge

Project Description: This is the first CM/GC project being built by the Oregon Department of Transportation. Slayden teamed with Hamilton Construction with Slayden heading up the Construction Management side of the team. Slayden brought the team their vast alternative delivery experience in both Design Build and CM/GC. The project consists of replacing the decommissioned bridge over the Willamette River in Eugene and removing the detour bridge that was commissioned in 2004. The new bridge requires that the mainline I-5 profile be raised, which translates into raising the on and off ramps to match. The project also includes the reconstruction of the Canoe Canal Bridges, various MSE retaining walls, soundwalls, AC and reinforced concrete paving, traffic control, and various other highway appurtenances. As the CM on the project SCG is responsible for all of the subcontractor solicitations as well as the minority and emerging small business outreach and subcontracting. SCG is also responsible for constructing and dewatering the two 30 foot x 200 foot long cofferdams in the middle of the Willamette River. SCG is also the bridge contractor for the two 180 foot long Canoe Canal Bridges.



Dates: May 2009 – July 2012

Construction Value: \$150,000,000

Owner Reference: Karl Weiseke – Oregon Dept. of Transportation
Salem, OR, 541/517-3934

Larry's Role: On the I-5 Willamette River Bridge project, Larry served as the Project Manager May 2009 – June 2012, Project Principal July 2012 – February 2014.

I-5: Elkhead Road to OR 126: Knowles Creek Design-Build

Project Description: This design build project consists of 6 bridge replacements and one bridge repair, spread out over approx. 20 miles and involving seven jobsites. Three bridge replacements on I-5 utilized three stage construction to minimize impacts to traffic. The remaining bridges located on OR 126, spanning live railroad tracks, county roads, and environmentally sensitive water ways. Five of the six new bridges are precast concrete girders with cast in place decks. The remaining is a cast in place box girder. Three of the bridges are founded on deep drilled shaft foundations.

Dates: January 2009 – November 2011

Construction Value: \$42,749,252

Owner Reference: Jim Cox – Oregon Department of Transportation
Salem, OR, 503/986-6612

Larry's Role: On the I-5: Elkhead Rd to OR 126: Knowles Creek project, Larry served as the Project Principal.

OR 38: Elk Creek to Hardscrabble Creek Design-Build

Project Description: This design build multi-discipline highway project consisted of the design and replacement of five bridges over environmentally sensitive waterways in multiple work zones along OR 38. The project also included upgrades to the OR 38/OR 138 intersection. Two of the five bridges were replaced using a "Rapid Replacement" technique, in which the new structure is built adjacent to the existing structure, then "slid" into place after removal of the existing structure. The two rapid replacements were each completed during a 48-hour weekend closure. Project engineering included an extensive amount of environmental mitigation requiring analysis for permit applications, archaeological findings, fluvial compliance, water quality measures, clear zone right-of-way, as well as, maintaining environmental compliance during construction. During construction significant Indian artifacts were encountered at two of the bridge sites requiring close coordination with our Environmental Manager, the Tribes, and ODOT as the artifacts were excavated, documented and removed from the site or protected. Our team was able to work with all of the Stakeholders and still complete the project on time with these discoveries.



Dates: December 2006 – June 2009

Construction Value: \$47,124,516

Owner Reference: Jim Cox – Oregon Department of Transportation
Salem, OR, 503/986-6612

Larry's Role: On the OR 38: Elk Creek to Hardscrabble Creek project, Larry acted as the Project Manager.

Roger Silbernagel

Proposed Role – Project Principal

EDUCATION AND PROFESSIONAL QUALIFICATIONS

Oregon State University – BS Construction Engineering Management (1990)

PROFESSIONAL ASSOCIATIONS

ODOT/AGC Industry Leadership Highway Counsel Bridge sub-committee

ODOT-APWA Legal subcommittee

ODOT Concrete subcommittee

DBIA member – Design Build Institute of America

EMPLOYMENT

HP Civil Inc.

CEO & Secy-Treasurer

Project Principal – overseeing all aspects of company projects including personnel, resource allocation, and management support.
2014 – Present

Slayden Construction Group

Vice-President and Board of Directors
Project Manager/Construction Manager/
Estimator – Overseeing subcontracts, project management process and procedures, cost controls, job billing, and office operations. In charge of estimating and managing projects from \$1 million to \$220 million.
2005-2014

Holm II, Inc.

Project Manager

- Estimator/Project Manager – 1999 – Jan. 2005
- Superintendent - 1990 –1998
- Laborer - 1988 – 1989

Characterized by over 29 years heavy civil construction. Most recently starting and managing HP Civil with his two partners for the last 3 years with an annual volume over 10 million, 19 years estimating, project management, and scheduling plus 10 years in project superintendent & field engineering, Vice President and Board of Directors Slayden Construction, estimating and managing a large variety of multiple projects with the largest being 220 million.

CURRENT PROJECT

SW 124th Ave. Extension

PREVIOUS PROJECTS

<i>Winter St Bridge</i>	<i>2.4 million</i>
<i>Sellwood Bridge Replacement CM/GC</i>	<i>220 million</i>
<i>I-5: Elkhead Road to OR 126: Knowles Creek Design Build</i>	<i>43.4 million</i>
<i>Medford RAS Wastewater Improvements</i>	<i>5.8 million</i>
<i>Amtrak Station Upgrade, Chemult, OR</i>	<i>1.2 million</i>
<i>OR 38: Elk Creek to Hardscrabble Creek Design Build</i>	<i>47.1 million</i>
<i>Applegate Road at Palmerton and Cameron Bridges</i>	<i>4.5 million</i>
<i>Brush Creek Bridge, Hwy 101, ODOT</i>	<i>4.5 million</i>
<i>Truckee Agricultural Inspection Station</i>	<i>20.1 million</i>
<i>Spencer Creek Bridge</i>	<i>20.2 million</i>
<i>Savage Rapid Dam Removal & Pump Station</i>	<i>28 million</i>
<i>I-5: Clarks Branch to Tunnel Mill Race Design Build</i>	<i>34.8 million</i>
<i>I-5: Sutherlin to Roseburg Section Design Build</i>	<i>34.7 million</i>
<i>Grande Ronde River (Lower Perry) Design Build</i>	<i>8.3 million</i>
<i>I-5 Cost Fork Willamette River Bridge Design Build</i>	<i>6 million</i>
<i>Grants Pass (Rogue River) Pedestrian Bridge</i>	
<i>Stayton Water Tank</i>	
<i>Ashland Water Tank</i>	
<i>Yachats Water Reservoir</i>	

SCOTT PLUMMER

Proposed Role – Traffic Control Supervisor and Safety Manager

EDUCATION AND PROFESSIONAL QUALIFICATIONS

Northwest Technical Institute

Project Management/Estimating

OSHA 10 & 30 Training

ODOT Traffic Control Supervisor

ODOT Erosion & Sediment Control

Manager

Current First Aid/ CPR Card

AGC Project Superintendent Training

Fall Protection Training

EMPLOYMENT

HP Civil Inc.

Project Management

2016 – Present

Slayden Construction Group

Assistant Project Manager/Project

Engineer

2013-2016

Wildish Standard Paving

Project Engineer

2007 to 2013

PROJECT EXPERIENCE

Sellwood Bridge Replacement

Portland, OR | \$215 million

Portland-Milwaukie Transit Project

Portland, OR | \$1.49 Billion

Willamette River Oregon City Arch Bridge

Oregon City, OR | \$10 million

US395: McKay – Silvies Slough

Salem, OR | \$40 million

Rouge River: Rock Point Arch Bridge

Gold Hill, OR | \$4.7 million

I-5: South Medford Interchange

Medford, OR | \$66 million

Upon graduation from High School Scott went to work for Union Pacific Railroad. After several years of working on the rail lines Scott decided to try his hand at bridge construction. While working on a bridge Scott had an accident which broke his back. During his rehabilitation Scott was retrained in project management and engineering.

Working as the project engineer Scott took the lead as the site safety professional. The crews respect Scott because he has been in their shoes and he understands what it takes to build the project safely. As the Traffic Control Supervisor on many of the projects that he works on Scott often is able to make key adjustments to the traffic control plan to keep employees separated from traffic. Keeping traffic and pedestrians flowing through the jobsite safely and efficiently is Scott's number one goal.

RECENT PROJECT EXPERIENCE

Sellwood Bridge

Project Description: This CM/GC project located in Portland, Oregon is being built for Multnomah County. Slayden Construction Group teamed with Sundt Construction as the CM/GC.

1. Work Package 1 – In-Water work and Foundations. Construction of two cofferdams and two foundations/ footings in the Willamette River during the in-water work window July 1 – October 31, 2012.

2. Work Package 2 - Bridge Structure. Construction of 1200' 3-span main structure over water, plus two approaches totaling 750'. Bridge cross section varies to accommodate 2, 3 and 4 traffic lanes, plus two shoulders and sidewalks; width varies 64' to 90'. Construction must be planned to allow traffic, bicyclists and pedestrians to continue to use this crossing throughout construction with minimal closures (no more than 23 business days).

This package also includes:

- On-Bridge utilities
- Electrical: street and architectural lighting on the new bridge
- Demolition of the existing bridge

3. Work Package 3 - West Side/Highway 43 Interchange and other work. Grade separated modified Single Point Interchange (Tacoma Street with Oregon Highway 43) at the west end of the bridge. Consists of 2,600 LF of 2-lane highway, plus 2-lane off ramps and 1-lane on ramps from the overpass signalized intersection. Interchange includes walls and overpass structure plus two 14' ramps at 5% connecting bridge sidewalks to regional bike trail 25' below. Preserve traffic, bicyclist and pedestrian mobility throughout construction. Preserve access to River View Funeral Home / Cemetery throughout construction.

Scott's Role: On the Sellwood Bridge project, Scott Served as a Project Engineer from May 2013 to March 2014, Construction Manager from March 2014 to January 2016.



Dates: May 2013 – January 2016

Construction Value: \$220,000,000

Owner Reference: Ian Cannon – Multnomah County, Oregon 503/704-5170

Scott Plummer

Proposed Role – Traffic Control Supervisor and Safety Manager

Portland-Milwaukie Transit Project

Project Description: \$11M project (as a specialty subcontractor on the CMGC Project valued at approx \$250 million) consisted of construction of over 33 various types of retaining walls, and pile driving and vibro-hammer installation of over 300 piling at various locations for shoring, crash walls, ducting support. Retaining walls consisted of the following types: CIP gravity wall, soldier pile walls, secant (Drilled Shaft) Walls, tie-back walls, CIP cantilever walls, Gabion walls, sound walls, Buttress construction, MSE walls w/CIP Fascia.

Scott's Role: On the Portland-Milwaukie Transit Project, Scott served as the Project Engineer.



Dates: September 2012 – May 2013
Construction Value: \$11M
Owner Reference: Calvin Lee – TRI Met
Portland, OR, 503/962-7505

Willamette River Oregon City Arch Bridge

Project Description: This restoration project of concrete encased steel structure included removal of over 18,000 square feet of existing gunite by high-pressure water requiring multiple barges and equipment to be staged on the Willamette River. The existing gunite was replaced with a shotcrete cover. The project also included removal of existing steel and repairs were made with fish plates, welding and splicing. The bridge deck was removed at all existing joint location, watertight seals were replaced, over 1500 liner feet of ornamental railing were removed and replaced, and the entire bridge deck was capped with a microsilica overlay.

Scott's: On the Willamette River Oregon City Arch Bridge, Scott served as the Project Engineer.



Dates: January 2011 – May 2012
Construction Value: \$12M
Owner Reference: Wayne Statler – Oregon
Department of Transportation
Salem, OR, 503/731-3244

US395: McKay Creek – Silvies Slough

Project Description: This project replaced seven deteriorated bridges and repaired one bridge along a 250-mile route from Pendleton to Burns, Oregon. All of the structures were over the John Day River and its tributaries with in-water work windows varying from four weeks to six weeks. Concrete box beams, Bulb-T's, Bulb-I's and steel girders were used. The steel girders structure was a single span 220- foot bridge, the second longest single steel span in the state. Structures located within the "wild and scenic corridor" required aesthetic features.

Scott's Role: On the US395: McKay Creek-Silvies Slough Bundle 414, Scott served as the Project Engineer/Project Superintendent May 2009 – July 2009.



Dates: Oct 201 – December 2011
Construction Value: \$40M
Owner Reference: Bill Raleigh – Oregon
Dept. of Transportation
Salem, OR, 503/986-3435

Rouge River: Rock Point Arch Bridge

Project Description: This project consisted of historic bridge including deck resurface with micro silica overlay, extensive concrete repairs to entire structure, hydro blast entire bridge soffit and widened soffit an additional 6" on each side of bridge structure, crack injection, new historically matched precast bridge rail and class II finish on entire bridge structure.

Scott's Role: On the Rock Point Bridge, Scott acted as the Project Engineer/ Project Superintendent/ Assistant Project Manager.



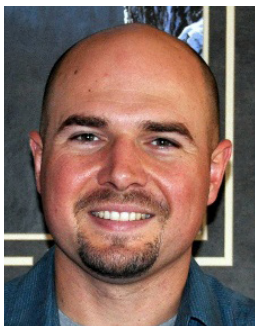
Dates: December 2006 – June 2009
Construction Value: \$4.7M
Owner Reference: Joe Thomas – Oregon
Department of Transportation
Salem, OR, 541/774-6356

I-5: South Medford Interchange

Project Description: This \$66 million Single Point Urban Interchange was constructed for Oregon Department of Transportation in Medford, OR. This project was the largest state project in Southern Oregon since the Interstate 5 was constructed. 11 new bridges were constructed in which required 25,000 cubic yards of concrete, 100,000 tons of asphalt pavement, and steel – reinforced concrete bridge beams as long as 172 feet weighing 86.5 tons.

Scott's Role: On the I-5 South Medford Interchange project, Scott served as the Project Engineer.

Dates: January 2007 – May 2010
Construction Value: \$66.0M
Owner Reference: Joe Thomas – Oregon
Department of Transportation
Salem, OR, 541/774-6356



JOSH SMITH

Proposed Role – Construction Manager

EDUCATION AND PROFESSIONAL QUALIFICATIONS

Oregon State University -BS Civil Engineering (2004)

ODOT Highway Council and Specification Committees

Board Member of Associated General Contractors (AGC)

EMPLOYMENT

HP Civil Inc.

Construction Manager

Project Manager

General Superintendent

March 2014 – Present

Slayden Construction Group

Project Manager

Construction Manager

General Superintendent

May 2013-March 2014

Wildish Standard Paving

Project Manager

Construction Manager

Field Engineer

2002 to 2013

PROJECT EXPERIENCE

Opal Creek Bridges

Design-Build Project – Summer 2015

Sellwood Bridge Replacement

Design-Build Project – Summer 2015

Portland-Milwaukie Light Rail

CMGC – 2013-2014

US395: McKay – Silvies Slough

Design Build Project – 2010 – 2012

Mt. Hood Chemult

Design Build – 2004-2005

Interstate Max Light Rail Design Build

Design Build – 2002-2003

Characterized by 13 years of heavy civil construction as a Construction Manager, General Superintendent, Project Manager, Estimator, and Field Engineer. Responsibilities included; project scheduling and coordination of other superintendents, project engineers, and subcontractors, cost control, change order negotiations; formwork/false work design, value engineering assistance, and resource allocation.

RECENT PROJECT EXPERIENCE

Opal Creek Bridges

Design-Build Project – Summer 2015

A design build project with David Evans and Associates and Smith Monroe & Grey Engineers. HP Civil was the responsible party to hire the design, manage and construct 3 half viaduct bridges and 1 full bridge replacement to the Opal Creek Wilderness Area. The project required for us to allow access for pedestrian and camping access for cabins in the Wilderness Area. Project involved demolition and replacement of these structures over environmentally sensitive areas.

Sellwood Bridge Replacement

CM-GC – July 2012 – February 2014

This CM/GC project was located in Portland, Oregon is being built for Multnomah County. This complex project involved a landslide on the west bank and condominiums within the footprint of the new bridge. The public voted that they wanted the bridge to remain open during the construction of the new bridge in an environmentally sensitive waterway. This allowed the new bridge to be built in a single stage saving the project both time and money. The project was setup with early work packages in order to hit the early in-water-work periods. Landslide mitigation work was completed first to stabilize the hillside in order not to compromise the new bridge. Right-of-Way was purchased and condominiums had to be demolished with residents living in the adjacent unit. Work bridges were built to access the interior piers where perched foundations were constructed on 10'-0" diameter drilled shafts. Cofferdams were constructed to facilitate the placement of the mass concrete foundations with cooling system. The structural steel arches will then be placed and the CIP microsilica concrete deck placed along with the bridge rail.

Portland to Milwaukee Light Rail

CMGC – 2013-2014

Was a major subcontractor to Stacy and Witbeck, performing over \$12 million in retaining wall construction. Constructed various types of retaining walls in heavy vehicular and pedestrian traffic areas. Wall types includes: Solider Pile, Secant Walls, Soil Nail Walls, Cast in Place Gravity Walls, Sound Walls, Gabion Walls, with Cast-In Place fascia's on the Solider Pile, Secant and Soil Nail Walls. The project also included pile driving for railroad crash walls as a result of value engineering with the owner. We drove 250 piling thru Milwaukee, while monitoring vibration on surrounding buildings.

US395: McKay Creek to Silvies Slough Bridge Replacements

Design Build Project – 2010 – 2012

US395 in Eastern Oregon. Spanning nearly half the state, this project included replacement of seven bridges along a sensitive waterway and wild and scenic corridor. This design build project required removal and replacement of 7 bridges over environmentally sensitive areas. The project included multiple drilled shafts, over 100 driven piling, steel and concrete bridge girders, and over 2,000 cy of cast in place concrete. Bridge replacements were constructed in multiple stages to accommodate continuous traffic, or as rapid construction with offsite detours.

Josh Smith

*Proposed Role –
Construction Manager*

Mt. Hood Chemult

Design Build – 2004-2005

The Mt. Hood to Chemult Design-Build project replaced eleven (11) bridges and removed one (1) bridge on Highways OR224, US26 and US97, together with roadwork to add northbound and southbound passing lanes between MP 199.8 and 201.2 on US97 near Chemult.

Interstate Max Light Rail Design Build

Design Build – 2002-2003

Section 10C, the northernmost portion of the Interstate MAX light-rail project, was completed under a design-build contract between FE Ward and TriMet. David Evans and Associates, Inc., was the design engineer of record, and GRI was the geotechnical engineer of record. The 1.5-mile-long alignment includes a 4,000-ft bridge to support the twin tracks. The alignment is typically underlain by soft, compressible floodplain soils that are up to more than 100 ft thick. GRI reviewed existing geotechnical information for the project, completed subsurface explorations and laboratory testing, and worked closely with the project team to address foundation support, abutments and fills, surcharge fill requirements, seismic design, liquefaction, downdrag considerations due to long-term secondary compression, retaining structures, railbed support, and pavement design. Foundation support for the two abutments and 27 bents for the bridge was provided by driven steel pipe piles and drilled piers. Three bents are supported by 7- and 8-ft-diameter drilled piers that range up to 90 ft deep. Most of the piles included measures to mitigate downdrag loads induced by the long-term settlement of existing and new fills. Construction of the project is complete. GRI personnel provided field engineering and construction observation services during foundation construction and rail bed and pavement subgrade preparation.

Douglas Sarkkinen, PE, SE

Senior Project Manager/Principal



Doug is a senior project manager and principal with 28 years of experience in structural engineering and bridges. He has significant experience with concrete bridges, post-tensioning and seismic design. Doug is a hands-on, proactive project manager and engineer who understands scheduling and coordination among various disciplines to deliver successful projects. He has experience working with agencies on projects with tight timelines and strict budgets. Throughout his career, Doug has presented a variety of papers and made over 18 presentations at technical conferences for professional organizations, including the American Concrete Institute, the American Society of Civil Engineers, and the Post-Tensioning Institute. He is a member of ACI Committee 435, Control of Deflections in Concrete Structures and PTI Committee DC-80, Repair and Rehabilitation of Post-Tensioned Structures.

Education

- Master of Science, Civil Engineering (University of Washington)
- Bachelor of Science, Civil Engineering (Michigan Tech University)

Registrations

- Professional Structural Engineer (Oregon, Washington, and Arizona)
- Professional Engineer (Washington, Idaho, and Colorado, Montana, Wyoming, West Virginia)

Professional Affiliations

- American Concrete Institute - Member of Code Committee ACI – 435, Control of Deflections in Concrete Structures
- Post Tensioning Institute - Member of Code Committee PTI – DC-80 Repair and Rehabilitation of Post Tensioned Structures
- American Society of Civil Engineers
- American Institute of Steel Construction
- American Public Works Association

Selected Project Experience

Chandler Road Bridge; Lewis County, Washington

Project Manager— This project involves the replacement of a bridge that was destroyed in the 2007 flooding of the Chehalis River. The new bridge structure was raised in elevation to provide clearance for future flood events, as well as structural robustness to withstand debris impact. Post-tensioned spliced precast girders are used for the new bridge, which at 240 feet will set a new span record for this type of structure in the US. Extensive deflection calculations involving the various stages were undertaken to determine the final long-term creep deflections. The foundations involve deep drilled shafts which penetrate a sandstone layer and are socketed into hard basalt bedrock. Specialized sliding bearings were used to allow the post-tensioning and shrinkage shortenings.

Nehalem River (Miami-Foley Road) Bridge (Lommen Bridge); Tillamook County, Oregon

Project Manager—Tillamook County selected Otak through the ODOT mini-RFP/interview process to provide engineering services for the replacement of Lommen Bridge. The existing 382-foot bridge is structurally deficient with severe cracking throughout the bridge and scour critical with bridge footings exposed. The project's primary challenges include the flood and debris risk associated with the crossing, as well as coastal factors and environmental compliance issues. The new bridge is a 550- foot, three-span post-tensioned splice girder bridge supported on base isolation at the main piers and abutments. Doug managed the entire project from conception through permitting and is currently providing design assistance during construction. The design and permitting contract was over \$1 million and required managing several teams of technical disciplines, natural resource specialists and right-of-way experts.

Spring Creek Pedestrian Bridge; Winthrop, Washington

Project Manager/Structural Engineer—Otak partnered with Mowat Construction for this \$2.5 million design-build project. This bridge is a 385-foot clear-span cable-stay structure over the Methow River, with elements designed to reflect 19th Century steel construction in accordance with the historical context of the Town. Roles included structural analysis for quality assurance purposes, as well as inspection of steel towers in the steel fabrication shop. The final bridge project opened on time and budget. The constant communication (a critical project management tool) early on with the contractor was critical to hitting submittal targets and allowing

Certifications

- ACI Level I Inspector Certification
- PCI Level I Inspector Certification

construction to proceed. The project won a Silver Award in the 2013 Washington ACEC Project of the Year award competition.

Klineline Utility Suspension Bridge; Clark County, Washington

Project Manager—Project involved design of a 280-foot long suspension bridge over Salmon Creek to temporarily support a series of fiber optic lines during the construction of a new adjacent roadway bridge. The suspension bridge had back spans of 60 feet on each end with a 160-foot center span. The main tower consisted of an 18-inch diameter steel pipe embedded into a 36-inch diameter concrete pier that extended 16 feet into the ground. Main stay cables were double one-inch diameter steel cables that were anchored to concrete end blocks that had helical piers embedded into the earth to develop the tension loads. Suspender cables were attached to a clamping plate at the top and enveloped the group of fiber optic cables at the bottom. The bridge was successfully installed with minimal impact to the adjacent roadway bridge construction and received positive comments from the contractor as to the uniqueness of the spanning solution for that site.

5th and Kinsman Road Extension; Wilsonville, Oregon

Structural Engineer— Doug provided structural engineering services for a new roadway that will offer a critical connection between Old Town and the western side of the city to relieve congestion on Wilsonville Road. This large project includes two new roadway extensions—an approximately 1,000-foot concrete extension of Kinsman Road and a 1,400-foot extension of 5th Street—realignment of a 300-foot section of Arrowhead Creek Lane, and design of upgrades to a 650-foot section of Boones Ferry Road. In addition, the project will include two bridge crossings of Coffee Lake Creek, a crossing of Portland & Western rail line, extension of sanitary and water mains within the new streets, and extension of a multiuse path by approximately 1,900 feet.

Fir Street/Olequa Bridge Replacement and Walnut Street/Olequa Bridge Scour Repair; Winlock, Washington

Project Manager/Principal-in-Charge—The City of Winlock awarded Otak a contract to provide engineering services to replace the Fir Street/Olequa Bridge and perform scour repair on Walnut Street/Olequa Bridge. Both projects are in downtown Winlock and will require phasing to keep traffic flowing between each portion of the City. Otak's services include: conducting a topographic survey; designing a replacement bridge at Fir Street; performing a hydraulic study and scour evaluation at Walnut Street; preparing construction documents; and obtaining the required environmental documents and right of entry to perform construction. The projects will be implemented using federal funding through FHWA.

Fifth Plain Creek Bridge #230 Replacement Project; Clark County, Washington

Project Manager—Otak was selected by Clark County for their Fifth Plain Creek Bridge #230 Replacement project. The existing bridge is a two-span concrete structure, 23-feet wide and 42-feet long, built in 1933 and partially rebuilt in 1949. The replacement bridge will be a combination prestressed/post-tensioned concrete bridge clear spanning the creek.

Ken Ackerman, PE

Senior Project Manager



Ken is a senior project manager with more than 21 years of experience in project management and design of infrastructure projects. He has worked in both the public and private sectors completing preliminary alignment analysis and cost estimating, roadway and trail final design, and construction management. He also has vast experience and training in the design of roundabouts and ADA accessible routes. Prior to joining Otak, Ken worked as a project manager at a private engineering firm, and prior to that, he worked as a project manager for Clackamas County Department of Transportation and Development. Ken is a member of the American Public Works Association, the Association of Pedestrian and Bicycle Professionals, and the 40-Mile Loop Land Trust.

Education

- Bachelor of Science, Civil Engineering (University of Alaska, Anchorage)

Registrations

- Professional Engineer (Oregon, #19424PE, Washington)

Professional Affiliations

- American Public Works Association
- Association of Pedestrian and Bicycle Professionals
- 40-Mile Loop Land Trust
- Oregon Association of County Engineers and Surveyors
- American Consulting Engineer Council

Selected Project Experience

Nehalem River Bridge (Lommen Bridge); Tillamook County, Oregon

Roadway Design Lead—Otak provided engineering services for the replacement of Lommen Bridge. The existing 382-foot-long bridge was structurally deficient with severe cracking throughout the bridge and scour critical with bridge footings exposed. The project's primary challenges included the flood and debris risk associated with the crossing, as well as coastal factors and environmental compliance issues. The Otak team prepared an alternatives analysis, design acceptance package, and final design plans, specifications, and estimate for a longer, wider bridge with a scour and debris resistant deep foundation system. Otak's services included project management, bridge and roadway design, hydraulics analysis/river modeling, stormwater analysis, and construction management/inspection.

Fir Street/Olequa Bridge Replacement and Walnut Street/Olequa Bridge Scour Repair; Winlock, Washington

Roadway Design—City of Winlock awarded Otak a contract to provide engineering services to replace the Fir Street/Olequa Bridge and perform scour repair on Walnut Street/Olequa Bridge. Both projects are in downtown Winlock and will require phasing to keep traffic flowing between each portion of the City. Otak's services include: conducting a topographic survey; designing a replacement bridge at Fir Street; performing a hydraulic study and scour evaluation at Walnut Street; preparing construction documents; and obtaining the required environmental documents and right of entry to perform construction. The projects will be implemented using federal funding through FHWA.

Beaver Creek Bridge Replacement, ODOT Region 2; Washington County, Oregon

Roadway Engineer—This project, located seven miles south of Vernonia, will replace an existing bridge on OR47 that is in poor condition. The new bridge will be constructed on the same alignment as the existing bridge, and it will be longer, wider, and provide stormwater treatment to accommodate current environmental and design standards. The project is expected to use staged and accelerated bridge construction methods.

US101-OR6; Tillamook, Oregon

Roadway Lead—Otak is a subconsultant to Quincy Engineering for the reconstruction of the intersection between the two highways; redoing the downtown

couplet with streetscape and landscape improvements; a bridge replacement over Hoquarton Slough; and new access into the adjoining park.

Fifth Plain Creek Bridge Replacement Project; Clark County, Washington

Project Manager—Otak was selected by Clark County for their Fifth Plain Creek Bridge #230 Replacement project. The existing bridge is a two-span concrete structure, 23-feet wide and 42-feet long, built in 1933 and partially rebuilt in 1949. The replacement bridge will be a combination prestressed/post-tensioned concrete bridge clear spanning the creek.

Bell Avenue Improvements; Milwaukie, Oregon

Project Engineer—The Clackamas County Development Agency selected Otak to provide design and construction services for the Bell Avenue Improvement Project. The proposed improvements on Bell Avenue, between SE King Road and SE Johnson Creek Boulevard, include new bike and pedestrian facilities, storm drainage treatment/infiltration/conveyance improvements, retaining walls, and limited street lighting and utility upgrades. The project will improve non-motorized access and safety and create a critical link between SE King Road and the Springwater Corridor. The improvements will occupy a majority of the 60 foot wide right of way and the frontage of the road on both sides is well established residential properties. The project frontage also includes an underground fiber optic bank, an 8” cast iron water pipe, and two gas lines. The design is being developed to minimize impacts to private properties and underground utilities.

Crescent Connection Trail; Beaverton, Oregon

Project Manager—ODOT selected Otak to provide design services on the Crescent Connection Trail in Beaverton. The Cedar Hills Boulevard to Denney Road pedestrian and bicycle connection, or Crescent Connection, is part of a larger vision for the City of Beaverton that will help implement the Beaverton Civic Plan and Transportation Plan. This project includes preliminary and final design for two segments of trail. Segment 1 includes approximately 620 feet of shared-use path along the north side of Denney Road from the existing Fanno Creek Trail Head to King Boulevard. Segment 2 includes approximately 2,700 feet of shared-use path along Beaverton Creek from Beaverton Transit Center to Cedar Hills Boulevard. The City of Beaverton will be performing on-street signing and stripping to connect the two segments.

US 26: Sunset Hwy @ Glencoe Road; North Plains, Oregon

Project Engineer—Responsible for the management and design of the stormwater treatment and conveyance and the erosion control staging plans for the reconstruction of the interchange at Glencoe Road and US 26. The project included replacement of the existing Ghost Creek culvert with a 40 foot bridge with a new fish passable channel and no-rise certification. The project also included an six stage erosion control plan to match the construction staging plans. (*Experience prior to Otak*)

Ian Machan, PE

Construction Manager/Associate



Ian has extensive experience in construction management for both county and state construction projects. He is adept with the ODOT materials and quantity documentation process for federal and state DOT standards. He holds a Master's Degree in Construction Management and utilizes these skills through managing construction projects, performing constructability reviews and construction specification writing. Ian also provides insight and guidance during the design development phase of public works projects. He is a seasoned construction inspector and holds a variety of inspection certifications.

Selected Project Experience

Education

- Master of Science, Construction Engineering Management (Oregon State University)
- Bachelor of Science, Civil Engineering (Gonzaga University)

Registrations

- Professional Engineer (Oregon)
- ODOT Certified Inspector

Professional Affiliations

- American Public Works Association
- American Council of Engineering Companies (ACEC)

US395: McKay Creek to Silvies Slough Design-Build Bundle 414; Oregon
Project Manager/Specifications—Ian was the Project Manager on this \$40 million design-build project to replace seven bridges and repair one additional bridge. Otak was the lead consulting engineer for Wildish Standard Paving, Inc., and also provided the inspection and quality assurance program during construction.

Nehalem River Bridge (Lommen Bridge); Tillamook County, Oregon
Construction Project Manager— Otak provided engineering services for the replacement of Lommen Bridge. The existing 382-foot-long bridge was structurally deficient with severe cracking throughout the bridge and scour critical with bridge footings exposed. The project's primary challenges included the flood and debris risk associated with the crossing, as well as coastal factors and environmental compliance issues. The Otak team prepared an alternatives analysis, design acceptance package, and final design plans, specifications, and estimate for a longer, wider bridge with a scour and debris resistant deep foundation system. Otak's services included project management, bridge and roadway design, hydraulics analysis/river modeling, stormwater analysis, and construction management/inspection.

US101 @ OR6 Construction Phase; Tillamook, OR
Project Manager— Otak, as a subconsultant to Quincy Engineering, is a key member of the design and construction services team for this \$20 million interchange project that realigns US101 and OR6, replaces a bridge on US101, and revitalizes a portion of downtown Tillamook. Ian is leading the construction services team providing construction management, administration, engineering and inspection services for ODOT.

Mill Creek (Capitol St) Bridge; Salem, Oregon

WOC Manager, Construction Project Manager—Ian was the WOC and Construction Project Manager for this federally funded bridge replacement, street enhancement, and utility upgrade project in Salem. The project was faced with an aggressive summer in-water work window and several unique complexities due to vibration concerns.

Diamond Creek Bridge; Douglas County, Oregon

Construction Management/Specification Writer—Diamond Creek Bridge is located on Tiller-Trail highway, County Road 1, which is located on national Forest Service land. The pre-existing bridge consisted of reinforced concrete deck girder (RCDG) approach spans and steel deck truss main span supported

on concrete columns and footings. The 250-foot pre-existing bridge, built in 1935, was structurally deficient due to shear cracks, with maximum widths of 0.04", in the RCDG girders and in the floor beams and needed to be replaced. Otak's role for this bridge replacement project included: project management & coordination, location survey and mapping, utility coordination, right-of-way, environmental assessment and permitting, geotechnical investigation, hydrologic/hydraulic analysis, and preliminary and final roadway, bridge and traffic design. The new bridge is a 260-foot-long two-span curved steel plate girder bridge supported on mechanically stabilized earth retaining wall at each abutment and drilled shaft at the interior bent.

Replacement of Dethman Ridge Drive Bridge at Odell Creek and Ehrck Hill Drive Bridge at Odell Creek; Hood River, Oregon

Construction Management/Inspection—Otak provided preliminary and construction engineering services for the replacement of two bridges over Odell Creek in Hood River County, Oregon. Scope of services for the bridge projects included on-site investigations and surveys, foundation investigations, hydraulic and scour analysis, environmental documentation, preliminary and final design, and construction management and inspection services. The replacement bridges are both single-span structures, approximately 43-feet long and 30-feet wide, using 18" deep precast prestressed voided slabs with a membrane deck seal, topped with asphalt paving. Both bridges improve the hydraulic opening and add scour protection, and both required close coordination with utilities and accommodation of adjacent driveways.

Rock Creek (Wilhoit Road) Bridge Replacement; Clackamas County, Oregon

Construction Project Manager—Clackamas County selected Otak for engineering services and development of plans, specifications, and estimate (PS&E) for the replacement of Rock Creek Bridge, located on Wilhoit Road (MP 1.83) south of Molalla. The bridge was experiencing scour and erosion at the south abutment that could eventually cause failure of the bridge's spread footing. Our team provided the roadway, bridge, stormwater facility, rock weirs, and revetment design; geotechnical recommendations; environmental studies and permitting; traffic control plans; and develop PS&E for the bridge replacement. The roadway will be widened to accommodate a proposed bikeway, installation of crash-rated bridge railings and guardrails, and the bridge foundations will be protected with riprap against further scour. Wilhoit Road will be closed to traffic for construction, and traffic will be detoured on a short detour route. Otak performed a bridge foundation assessment, many of the required site investigation studies, and bridge alternative analysis under a separate contract to help the County to accelerate the project development and replacement of the bridge. Construction occurred during the 2013 construction season and Otak provided a certified inspector to document daily activity.

Allen Hendy, PE

Senior Project Manager



Allen is a senior project manager with more than 14 years of experience working in public works and transportation as a project manager and construction manager. His experience includes a wealth of project management and civil engineering experience gained from previously working as an Assistant Area Engineer and Transportation Engineer for WSDOT, and as a project manager for Bonneville Power Administration. Allen's expertise is in managing multi-discipline design teams and delivering high quality construction projects. He is very familiar with WSDOT Standard Specifications and understands the importance of working with local agencies, stakeholders and contractors to resolve complex design and construction issues.

Education

- Bachelor of Science, Civil Engineering (Oregon Institute of Technology)

Registrations

- Professional Engineer (Washington)

Professional Affiliations

- American Society of Civil Engineers
- Transportation and Development Institute
- American Public Works Association
- American Council of Engineering Companies

Selected Project Experience

I-5 Reconstruct Interchange at NE 134th Street (Salmon Creek Interchange Project); Vancouver, Washington

WSDOT Project Manager—Responsible for managing and delivering the Environmental Assessment, project design and PS&E, and managing construction of the \$140 Million project. This project was a partnership with Clark County Public works and was funded through the 2003 Nickel Gas Tax along with funding from FHWA, Transportation Improvement Board and Regional Mobility Grants. This project was built in four phases and included three new bridge structures over I-5 and I-205 with drilled shaft foundations, demolition of an existing structure, seismic retrofitting 2 existing structures, noise walls, stormwater facilities including a pump station, adding an additional lane to the interstate in both directions and various other local street improvements. The project was successfully completed in September 2014. The project also won the Washington State Design Excellence award. (*Experience prior to Otak*).

I-205 Mill Plain and 112th Avenue Interchange; Vancouver, Washington

WSDOT Project Manager—Responsible for reviewing the consultant PS&E and construction management of the \$14.5 Million project that built a new interchange and connection to NE 112th Ave as Phase 1 of a multi-phase mobility corridor project for I-205. This project consisted of a complex CIP Box Girder bridge and conventional pre-cast concrete deck bulb girder bridge. The project included new stormwater features, local street improvements and various other elements of interstate interchange projects. This project was successfully completed in Spring 2009. (*Experience prior to Otak*).

Yew Street Reconstruction; Kelso, Washington

Project Manager—Responsible for managing the delivery of the 100% PS&E for a project that will widen approximately 1300 feet of a residential collector in Kelso, WA and provide stormwater management for the area. This project will add street parking, bike lanes, sidewalk and landscape features to help enhance the aesthetics of the corridor. Work includes updates and modifications to previous plans and special provisions to meet current WSDOT Specifications.

Minor Road Improvements; Kelso, Washington

Project Manager—This project will provide geotechnical solutions to rebuild part of Minor Road that experiences continual settlement due to the wood chip fill it was originally built on. The project will also repair failing shoulders, overlay the driving surface, build a new pedestrian pathway, construct a new parking lot that serves a skate park, provide roadway and pathway lighting, stormwater design, and other

enhancements on the 3,000-foot section of roadway between Allen Street and Mt. Brynion Road. The project is expected to start construction in 2017.

5th and Kinsman Road Extension; Wilsonville, Oregon

Project Manager— Allen managed the design, permit, right-of-way acquisition and construction of a new roadway that will offer a critical connection between Old Town and the western side of the city to relieve congestion on Wilsonville Road. This large project includes two new roadway extensions—an approximately 1,000-foot concrete extension of Kinsman Road and a 1,400-foot extension of 5th Street—realignment of a 300-foot section of Arrowhead Creek Lane, and design of upgrades to a 650-foot section of Boones Ferry Road. In addition, the project will include two bridge crossings of Coffee Lake Creek, a crossing of Portland & Western rail line, extension of sanitary and water mains within the new streets, and extension of a multiuse path by approximately 1,900 feet.

McGilchrist Street SE Corridor Improvements; Salem, Oregon

Project Manager—Responsible for delivering alternative analysis and 60% design for potential funding of a multi-phase construction project. This project will widen the existing arterial into a five-lane section. It includes several challenges such as dense utility corridors throughout project, three creek crossing culvert replacements and significant stormwater design challenges.

West Main Street Revitalization; Kelso, Washington

Project Engineer—Responsible for the design and revitalization of approx. four blocks of West Main Street through downtown West Kelso. When completed this project will add turn lanes, street parking, bike lanes and sidewalk to help promote business growth and development in this area of Kelso. Allen worked with stakeholders to ensure the vision of the community and local businesses were met on the design elements of the project. The design phase for this project included civil engineering, land use planning and public involvement, landscape architecture, stormwater management, surveying and construction management. The final phase of this project was delivered in summer 2016.

I-5 NE 179th Street to N Fork Lewis River Bridge – Paving and Safety; Clark County, Washington

WSDOT Project Manager—Responsible for the design, environmental and construction management for the \$6.2 Million project that paved and resurfaced mainline interstate in both directions from Milepost 9 to 21. The project included safety upgrades to guardrail, signs and pavement markings. The northbound weigh-in-motion truck scale was also replaced and some facility and drainage improvements at the weigh station were also part of the project. One of the biggest challenges overcome on the project was repaving the steep southbound grade near LaCenter. It was successfully completed in November 2013. (*Experience prior to Otak*).

Kevin Timmins, PE

Principal /Water Resource Engineer



Kevin has 18 years of engineering experience working with, and managing multi-disciplinary design teams for public agency projects in Oregon and Washington. He has spent his entire career working in surface water systems, including streams, wetlands, and urban drainage systems. Kevin has a comprehensive understanding of the planning, design, permitting, and construction process for projects that have to strike a balance between natural resource areas and the built environment. Whether for flood management, stormwater quality, restoration, or compliance with various regulatory requirements, he works with project stakeholders to develop integrated solutions that achieve multiple benefits. Kevin is an active member of the American Public Works Association, having served for nine years as the Water Resources committee chair for the Oregon APWA Chapter.

Education

- Master of Science, Environmental Engineering (Washington State University)
- Bachelor of Science, Environmental Engineering (Tulane University)

Registrations

- Professional Engineer (Oregon, #74834PE and Washington)

Training

- XP-SWMM, 2001
- HSPF, 2002
- HEC6-T, 2003

Memberships/ Affiliations

- American Society of Civil Engineers
- APWA (former Water Resource Committee Chair, Oregon Chapter)

Selected Project Experience

US395: McKay Creek to Silvies Slough Design-Build Bundle 414; Oregon

Hydraulic Task Lead—Kevin was responsible for managing the hydraulic design tasks for six bridges funded under the Oregon Transportation Investment Act (OTIA) III program. The hydraulic design tasks included bridge hydraulics, bridge scour, roadway drainage, stormwater management, and erosion control.

Beaver Creek Bridge Replacement, ODOT Region 2; Washington County, Oregon

Stormwater Engineer—This project, located seven miles south of Vernonia, will replace an existing bridge on OR47 that is in poor condition. The new bridge, to be constructed on the same alignment as the existing bridge, will be longer, wider, and provide stormwater treatment to accommodate current environmental and design standards. The project is expected to use staged and accelerated bridge construction methods.

Nehalem River (Miami-Foley Road) Bridge (Lommen Bridge); Tillamook County, Oregon

Hydraulic Task Lead—Kevin led the hydraulic design tasks for the replacement of Lommen Bridge over the Nehalem River in Tillamook County. Hydraulic design tasks include bridge and floodplain hydraulics, bridge scour, lateral migration, debris management, road drainage, stormwater management, and erosion control. The hydraulic analysis included lateral channel migration study, two-dimensional hydraulic modeling, and estimates for debris loading. The existing bridge had a long history of flooding, debris loading, and scour issues which presented significant challenges for the design of the new crossing. Other challenging site constraints included; geometry, right-of-way, and environmental compliance.

Rock Creek (Wilhoit Road) Bridge Replacement; Clackamas County, Oregon

Stormwater Engineer—Clackamas County selected Otak for engineering services and development of plans, specifications, and estimate (PS&E) for the replacement of Rock Creek Bridge, located on Wilhoit Road south of Molalla. The bridge is experiencing scour and erosion at the south abutment that could eventually cause failure of the bridge's spread footing. Our team will provide the roadway, bridge, stormwater facility, and revetment design; geotechnical recommendations; environmental studies and permitting; and develop PS&E for the bridge replacement. The roadway will be widened to accommodate a proposed bikeway, installation of crash-rated bridge railings and guardrails, and the bridge foundations will be protected with riprap against further scour. Otak also performed a bridge

Publications

- Gaston, RW, Timmins, KJ, Ojala, DR, Kuch, A, Simulation of a Tide Gate to Improve Fish Passage in French Creek, Canadian Water Resources Association Conference Proceedings, Vancouver, BC, June 2003
- Timmins, KJ, Koob, TL, Barber, ME, Yonge, DR, Thermal Stratification Impacts on Wetpond Performance, ASCE Water Resources Engineering Division Conference Proceedings, Seattle, WA, August 1999
- Timmins, KJ, Barber, ME, Yonge, DR, Comparison of SCS Type II Design Storm Versus Eastern Washington Historic Rainfall Data, Canadian Water Resources Association Conference Proceedings, Victoria, BC, June 1998
- Yonge, DR, Timmins, KJ, King, S, Effectiveness of Vegetative Filterstrips as a Highway Runoff Treatment BMP, WSDOT Technical Report, December 1998

foundation assessment, many of the required site investigations, and bridge alternative analysis under a separate contract to help the County to accelerate the project development and replacement of the bridge. The fast track schedule required design work to be completed by August and construction completion by December 2011.

Salmon Creek River Restoration; Clark County, Washington

Project Engineer—Otak provided environmental design and hydraulic engineering services to Clark County Public Works for the Kline Line Bridge #1 Replacement Project. Bank erosion and slope stability are the primary scour concerns to be addressed for the new bridge. Otak stabilized the channel bed and banks to ensure protection of the bridge structure and design 400 feet of reconstructed stream channel to remove an existing six-foot-tall headcut and improve fish access to Salmon Creek upstream of the bridge.

Jack's Creek Bridge Replacement; Josephine County, Oregon

Water Resources Engineer—Otak was selected by Josephine County to engineer the replacement of the Jack's Creek Bridge timber superstructure. The existing concrete abutment walls were reused to support the new 23-foot-long prestressed concrete slabs and concrete railing. A cantilevered beam seat was designed for the new 32-foot-wide structure, which was wider than the existing abutments. During construction it was found that portions of the concrete in the existing beam seats had deteriorated, necessitating an urgent design repair. Close teamwork was ongoing between Otak and Josephine County for quick assessment and decisions regarding the unforeseen deterioration. The project was designed to avoid environmental impacts. Otak performed the bridge and roadway design with an alternatives analysis, developed PS&E, and provided construction support throughout the project including inspection, technical submittal review and approval, and consultation for unknown site conditions.

Jackson County (Mid-County Package) OTIA Bridges; Jackson County, Oregon

Water Resources Engineer—Jackson County Public Works Department selected Otak to provide project management and engineering services for three OTIA bridge replacement projects with a project budget of \$6.2 million, which include Red Blanket Creek, Snider Creek, and Blackwell Road Bridges. The Red Blanket Creek Bridge replaced an existing 84-foot three-span RCDG bridge with a 77-foot single-span PCPS slabs supported on single row pile bents. This bridge was constructed in stages to accommodate traffic during construction. The Snider Creek Bridge replaced an existing 84-foot three span RCDG bridge with a 92-foot single span PCPS box beams supported on single row pile bents. This bridge was closed during construction. The Blackwell Road Overcrossing Central Oregon Pacific Railroad replaced a 122-foot four span RCDG with a 112-foot three span PCPS slabs supported RC columns and abutments on single row pile bents. The bridge is on a new alignment just south of the original structure to allow traffic during construction. Otak was also responsible for project management, bridge engineering, roadway engineering, hydrologic/hydraulic investigation, specifications, cost estimates, construction management, construction inspection, utility coordination, and surveying.

Randy Reeve

Randy is the senior consultant for Reeve Sherwood Consulting (2013-present) and before that was a senior consultant for Parametrix for 8 years (2005-2013), providing leadership on environmental and construction issues. Randy lead teams in obtaining environmental permits, avoiding environmental impacts, monitoring construction for environmental compliance, and providing onsite environmental training to inspectors and construction crews. Randy specializes in designing fish and wildlife passage and fish habitat for major construction projects. He has permitted over 1000 miles of fiber optics in the last 4 years. He has been the environmental manager for two \$40 million dollar design build projects. Randy has helped a number of clients negotiate with agency staff to lift in-water work and other restrictions in exchange for measures which provide equal or better protection for the environment, while reducing costs for the contractors and project owners. He focuses on providing practical, win-win solutions for environmental permitting and construction techniques.

Prior to joining Parametrix, Randy worked for the Oregon Department of Fish and Wildlife (ODFW) as a natural resource specialist. As the statewide ODFW/Oregon Department of Transportation (ODOT) coordinator, he developed rules and statewide strategies for fish and wildlife passage, and to minimize the time and cost impacts that these strategies have on construction and maintenance activities. He monitored construction projects statewide for compliance to state permits. During his 22+ years with ODFW, Randy managed highway construction inspection, fish trapping, radio telemetry, hazardous spill assessments, fish habitat construction, regulatory compliance, spawning surveys, habitat surveys, designed stream channels and developed the current live bottom strategies for culvert placements.



Randy has over 34 years of experience permitting and studying projects in several of the western states. He has conducted research in Oregon and in Russia on Endangered Fish

Selected Project Experience

Washington – Oregon Fiber Optic builds

Clients: Light Speed Networks, Commstructure, CoastCom

Randy is the environmental manager and responsible for obtaining all of the federal and state environmental permits for several different fiber optic projects during the last few years. Randy's close working relationships with the various regulating agencies if both Washington and Oregon has made obtaining the permits a very smooth process. His networking ability has been a large plus with these projects. Because Randy has a good understanding of the construction process and the regulations he is able to work with all sides of the issues and come up with answers.

Elk Creek to Hardscrabble Creek Design-Build Bridge Replacements – Elkton, OR

Client: TY Lin International

Randy provided environmental management for replacement of five bridges on OR 38 in Douglas County. For this design-build project, Randy led environmental permitting, stormwater design, mitigation design, fish salvage, and environmental

Highlights

- Over 1000 miles of fiber optic projects permitted.
- The Elk Creek to Hardscrabble Creek (46 Million) design-build project received a score of 98% from ODOT for environmental management (which was led by Randy) – the previous high score was 92%.
- The Elkhead Road to Knowles Creek (43 Million) design-build project topped the Elk Creek project, receiving a 100% score for environmental management.

Years of Experience: 36 years

Education

BS, Fisheries, 1980

construction inspection and oversight. He used his extensive regulatory agency experience to develop innovative construction techniques and permitting strategies that allowed construction to remain on schedule in spite of significant environmental challenges. Following are project highlights:

- Randy facilitated permitting of a unique process which protected fish during construction, allowing work outside of the published in-water work window. Of the five bridges, four were ready for in-water work within six months of notice to proceed.
- The project was completed on ODOT's original schedule in spite of discovery of two of the oldest archaeological sites in the Umpqua basin. Randy negotiated a solution with resource agencies which minimized site impacts while allowing the project to proceed on schedule.
- Under Randy's leadership, Parametrix was the first firm in the entire OTIA III program to obtain a variance to the performance standards for fluvial geomorphology.
- Randy managed a full-time inspector for environmental issues on-site during construction activities.
- The Elk Creek to Hardscrabble Creek project won several state and national awards, including recognition for exceptional environmental work.

Elkhead Road to Knowles Creek Design-Build Project – Cottage Grove, OR

Client: TY Lin International

This \$40+ million design-build bridge replacement and repair project included five replacement bridges, one partial replacement/repair bridge, and one bridge repair in Lane and Douglas Counties. The bridge areas included impacts to wetland and aquatic resources as well as salmonid-bearing water bodies. Randy provided environmental expertise to the design and construction teams to develop techniques to minimize impacts and obtain environmental permits on an accelerated schedule. He also provided monitoring during construction to ensure compliance. Following are project highlights:

- Negotiations with agencies allowed removal of innovative containment supports outside of the published in-water work window, advancing the Siuslaw Bridge ahead of schedule.
- Randy trained construction crews on environmental issues and how to develop minimization techniques to reduce environmental impacts; this method enabled contractors to modify their approaches early, when modifications most benefited the project schedule and budget.

Canyonville Waste Water Treatment Outfall – Canyonville

Client: City of Canyonville / Dyer Partnership (Summer 2014)

Performing the fish removal for the City of Canyonville at the outfall location during construction. Also assisting the contractor with the dewatering and rewatering procedures necessary to stay in compliance with the permits.

Okanogan Fiber Optic

Client: Okanogan PUD

Randy and his team did all of the environmental studies, wetlands, biological, archeological and historic reviews and then permitted this 200 mile fiber optic build out. Because of his close relationship with design firms and construction personnel the teams allow Randy to layout alternate routes which will reduce or eliminate environmental impacts and permitting delays.

Maupin to Tygh Valley Hwy 197 – The Dalles, OR

Client: Confidential Client

Randy managed environmental compliance issues for this linear underground cable project, which entailed the review and permitting of all environmental aspects along the project corridor. There were various issues: state listed plants, historic trails (Barlow Trail), potential archeological issues, fill and removal avoidance needs, national historic scenic area permits, historic district permit requirements, and hazardous material avoidance and identification needs. These underground project phases required close coordination with the design team in order to obtain the permits necessary to construct the underground cable project in the timeline that had been allocated. Without upfront and continual coordination with the design and construction crews this project would not have been completed on schedule.

Winchester Bridges on I-5 – Winchester, OR

Client: TY Lin International

This project included the repair of both Winchester Bridges on I-5 over the Umpqua River. As the environmental lead, Randy developed the specifications and compliance documentation for the project. This experience highlights Randy's ability to review drawings, concepts, and specifications for compliance with regulatory requirements, handle these tasks efficiently, and save time and money.

US101: Millport Slough Bridge Section – Taft, OR

Client: CP Construction LLC

At the contractor's request, Randy provided guidance on environmental issues. Millport Slough is tidally influenced and has a winter in-water work period. Randy negotiated with ODOT and the regulatory agencies to allow the contractor to work on various aspects of the bridge that required in-water work to be done during the summer. This allowed the bridge to be finished ahead of schedule while providing even greater than average environmental benefits such as earlier plant establishment and minimization to fisheries impacts.

Santiam gas line emergency protection - Linn County, OR

Client: Williams NW pipeline

In the fall of 2012 Randy was called to lead the environmental management of an emergency pipeline protection project. The emergency was declared after the in-water work period had ended and the agencies were looking for as much protection as

possible for the resources while still getting the job done. Randy designed the work isolation, fish removal, construction water management operation, turbidity monitoring plan, large woody debris placement, sediment control features and was the onsite environmental construction manager.

Fishhawk Road: Fishhawk Creek Bridge – Fishhawk Lake, OR

Client: Oregon Dept. of Transportation

Randy collaborated with Parametrix engineers, Columbia County, and agency representatives to design this bridge replacement to environmental standards, reducing the risk of costly permit delays and design rework. For example, Parametrix held a site meeting with agency representatives for the Fishhawk Bridge. Due to restrictive site conditions, the agencies agreed to allow us to do a SLOPES IV application without meeting the usual requirement that the bridge extend to 1.5 times the active stream channel width. Because of the negotiated exemption, the shorter bridge length saved the County thousands of dollars.

Mirror Lake Restoration – Corbett, OR

Client: Lower Columbia River Estuary Partnership

Randy was the lead for designing and directing the construction of the fish habitat restoration project at Mirror Lake. With funding provided by the Lower Columbia River Estuary Partnership, Parametrix led a project team that utilized ODOT's baseline data to design fish passage in a culvert under Interstate 84 and fish habitat restoration in Mirror lake area, obtain permits (401, 404, ODSL fill and removal, and national scenic area), construct, and monitor restoration activities. These included fish passage improvements, construction of 13 in-stream habitat structures with 60 logs, and 29 acres of riparian reforestation.

Statewide ODFW/ODOT Coordinator Program – Newport, OR

Client: Oregon Department of Fish & Wildlife

Prior to joining Parametrix, Randy instituted, developed, and managed the ODFW/ODOT coordinator program. One of the key elements of the program was to establish functional relationships with state and federal agencies. He coordinated with ODOT and other state and federal agencies on a range of projects from large multi-hundred million dollar projects to small highway construction and maintenance projects. Randy educated ODFW and ODOT staff on the short and long-term impacts possible from construction projects that could affect fish, wildlife and their habitats, and how to work to minimize those impacts while still getting the projects completed. He negotiated with other state and federal agencies for the variances and exemptions that would be beneficial for project completion while minimizing the overall impacts to the resources and the motoring public. His work included long term corridor planning for projects 10 to 30 years in the future, and short term planning for projects within 10 years. He worked on the ground with construction and maintenance projects not only assisting in the permitting aspects but designing fish passage culverts, fish and wildlife habitat, road failure repairs and then onsite, directing the actual construction of these designs.



RS108



Price Proposal

KELLOGG CREEK BRIDGE

Emergency Replacement Design-Build Project

City of Milwaukie



For additional information, please contact:
Larry Gesher, President, HP Civil, Inc.
(971) 304-5653 | larryg@hpcivil.com

RS109

BR # 22142
April 18, 2017

FORM PP **PRICE PROPOSAL SIGNATURE PAGE**

Project Name: Kellogg Creek Bridge (BR #22142) Design-Build Project

Proposal Due Date: April 6, 2017

Proposer's Name: HP Civil Inc.

This Price Proposal is submitted in response to the Request for Proposals issued for the above-named project, dated 2/24/2017, as modified by Addenda, and includes the following:

- **Schedule of Prices, Form SP**
- **Proposal Security**

NOTE: This Price Proposal Signature Page must be signed by the signatory(ies) to the Quality Proposal Signature Page and Proposal Firm Offer including all joint venture members or partners if Proposer is a joint venture or partnership, in the same manner and with the same binding effect as provided in the Quality Proposal Signature Page and Proposal Firm Offer.

Signature	Signature	Signature
Larry Gescher		
Typed Name	Typed Name	Typed Name
President		
Title	Title	Title
HP Civil Inc.		
Principal/Proposer	Principal/Proposer	Principal/Proposer
4/04/2017		
Date	Date	Date

FORM SP
SCHEDULE OF PRICES

PRICE CENTER A: Kellogg Creek Bridge (22142) - Replace

Price Item Code ¹	Price Item Examples Title / Component Identification ¹	Price Item Value ²
A1	Design	\$580,000.00
A2	Quality	\$200,000.00
A3	Safety (includes Temporary Traffic Control)	\$ 70,000.00
A4	Environmental	\$150,000.00
A5	Mobilization	\$260,000.00
A6	Substructure	\$225,000.00
A7	Superstructure	\$500,000.00
A8	Bridge Removal	\$ 85,000.00
A9	Earthwork	\$150,000.00
A10	Roadway	\$155,000.00
A11	Detour / Stage Construction	\$130,000.00
A12	Landscaping and Illumination	\$105,000.00
	PRICE CENTER A TOTAL (Base Bid)	\$2,610,000.00

	Allowances within Price Items identified in proposal	\$34,600.00
	PRICE PROPOSAL ³	\$2,575,400.00

¹ Enter Price Item Codes and Titles for each Price Center.

² Enter Price Item Value (including allowances). For Pavement Items insert Unit Price and the Extension in the Price Item Value

³ Enter sum of PRICE CENTER A TOTAL less Allowances.

PRICE III: LIST OF DBES CONTACTED OR WORKFORCE PROTECTION ACTIONS TAKEN

The HP Civil Team has worked extensively with the DBE subcontractors throughout the state and specifically within the Portland Metropolitan area. We have contacted Anderson's Erosion Control, O'Neil Electric, and A Chick of All Trades LLC for preliminary budget numbers on the landscaping, electrical, and flagging. Once our design is fully developed our team will go through a procurement process with all the required subcontractor scopes of work.

Our full-time craft workforce consists of 24 journeyman operators, carpenters, labors, masons, and apprentices. With our current work load we do not foresee workforce availability as an issue for this project.

Bid Bond

Kellogg Creek Bridge (BR #22142)
Emergency Replacement Design-Build Project
CIP2016-D22

KNOW ALL MEN BY THESE PRESENTS, that,

HP Civil Inc.

herein called the Principal, and North American Specialty Insurance Company

a Corporation duly organized under the Laws of the State of Oregon, having its principal place of
Business at 650 Elm St., Manchester, NH 03101

in the State of New Hampshire, and authorized to do business in the State of Oregon as
Surety, and held firmly bound unto the City of Milwaukie Engineering Department, hereinafter
called the Engineering Department, in the penal sum of

--Ten Percent of the Total Amount Bid-- Dollars (\$ --10%--),
for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly to these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is
herewith submitting their Bid for the above noted project in the City of Milwaukie, Oregon, said
Bid, by reference thereto, being hereby made a part hereof.

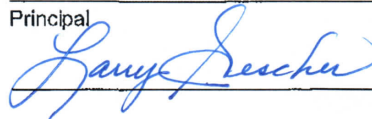
NOW, THEREFORE, if the said Bid submitted by the said Principal is accepted, and the Contract
be awarded to said Principal, and if the said Principal shall execute the proposed Contract as
required by the Contract Documents within the time set by said Documents, then this obligation
shall be void. If the Principal shall fail to execute the proposed Contract, the Surety hereby agrees to
pay to the Engineering Department the penal sum as liquidated damages and not as any sort of
penalty.

Signed and sealed this 14th day of March, 2017.

HP Civil Inc.

Principal

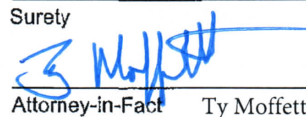
By:



North American Specialty Insurance Company

Surety

By:



Attorney-in-Fact Ty Moffett

(A Certified Copy of the Agent's Power of Attorney must be attached.)

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

A.G. SADOWSKI, KATHLEEN M. SADOWSKI

DEREK A. SADOWSKI and TY MOFFETT

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By

Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22nd day of September, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 22nd day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of March, 2017.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



RS119



Public Improvement Contract With The City of Milwaukie, Oregon FOR KELLOGG CREEK BRIDGE (BR #22142) EMERGENCY REPLACEMENT DESIGN-BUILD

THIS CONTRACT, made and entered into this Date day of Month , Year , by and between the City of Milwaukie, a municipal corporation of the State of Oregon, hereinafter called "City" and HP Civil Inc, PO Box 556, Stayton, OR 97383 hereinafter called "Design-Builder", duly authorized to perform such services in Oregon.

RECITALS

WHEREAS, the City requires construction and related services which Design-Builder is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, time is of the essence in this contract and all work under this contract shall be completed within the time period stated in the Bid; and

WHEREAS, City may require additional related Work within the general vicinity of the Project which, if required, shall be included in the Project and added to the Contract by Change Order; and

WHEREAS, City requires a Design-Build Design-Builder competent to perform all Work necessary to complete the Project in accordance with the terms and conditions of the Contract, and able to do so within the Contract Time allocated herein; and

WHEREAS, Design-Builder asserts that they is competent and prepared to perform all Work necessary to complete the Project in accordance with the terms and conditions of the Contract, and that it is able to do so within the Contract Time allotted herein;

THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

1. Services

Design-Builder's services under this Agreement shall consist of the following:

1.1 GENERAL CONTRACT PROVISIONS, DEFINED TERMS AND GENERAL SCOPE OF WORK

1.1.1 Incorporation of Recitals – The foregoing Recitals incorporated herein and made a part hereof for all purposes as if fully set forth, constitute additional promises, representations and warranties of the Parties.

1.1.2 Contract Documents - The Contract Documents, incorporated herein and made a part hereof for all purposes as if fully set forth, are intended to reflect the complete understanding of the Parties concerning their respective rights and responsibilities under the Contract.

1.1.3 Effective Date - The Contract shall become effective on the date on which each Party has signed this Agreement and all necessary approvals have been obtained (the “**Effective Date**”).

1.1.4 The Contract - The Contract, which includes this Agreement and all other Contract Documents, forms the entire agreement between the Parties.

1.1.5 Defined Terms - Defined terms utilized in this Agreement and in the other Contract Documents are either set forth in **DB General Provisions**, Subsection 110.20, or defined in the text accompanying the term.

1.1.6 Applicable Version of Law or Standard - All Work shall be performed in accordance with the Laws and Standards then in effect, unless otherwise specified in the Contract Documents.

1.1.7 Minimum Contract Requirements

1.1.7.1 City-Supplied - Among the Contract Documents, City has mandated certain Contract requirements from which Design-Builder may not deviate in the performance of the Work, except as necessary to comply with all applicable Legal Requirements. City has also established certain minimum Contract requirements that set a minimum standard of performance or quality that Design-Builder must meet or exceed in performance of the Contract.

1.1.7.2 Design-Builder Supplied - Design-Builder has (a) established certain minimum Contract requirements located in Exhibit A, Proposal, consisting of those provisions of its Proposal that meet or exceed minimum Contract requirements established by City and upon which City has relied in awarding the Contract to Design-Builder; and (b) obligated itself to develop further performance obligations during the term of the Contract (identified in Article 11) (collectively, “Design-Builder-supplied Contract provisions”).

Design-Builder-supplied Contract provisions shall be incorporated into the Contract, and upon resolution of issues, if any, raised through City’s Review and Comment, or upon City’s Acceptance, as applicable, shall become additional minimum Contract requirements with which Design-Builder must comply. Provided, those portions of Exhibit A, Proposal, that conflict with or do not meet minimum Contract requirements established by City shall be of no force or effect.

1.1.8 Design Services - The Design Services required under the Contract will include, at a minimum, each of the following:

- Provision of all Design Documents
- Performance of all Professional Services, including but not limited to structural design, Roadway design, hydraulic design, geotechnical design, environmental design, drainage design, landscape design, and traffic control design
- Performance of all other Design Services required under the Contract and/or otherwise necessary to complete the Work in accordance with all Contract requirements

1.1.9 Construction Services - The construction services required under the Contract will include, at a minimum, each of the following:

- Construction of permanent Structures
- Removal of existing Structures
- Construction of new or realigned permanent Roadway, to include matching in at each Work Location
- Removal of existing Roadways
- Temporary traffic control
- Installation of temporary and permanent traffic control and guidance devices
- Erosion control
- Protection of environmental resources, including plant and animal life and associated habitats
- Construction and removal of temporary Structures
- Construction and removal of temporary Roadway
- Repair of existing Structures
- Construction and Re-establishment of Landscaping and other Environmental Mitigation

1.1.10 Quality Management Services - Quality Management services will include performance, at a minimum, of all activities and obligations, including preparation of all documentation, described in **DB General Provisions**, Sections 154, 155, and 156, and as otherwise necessary to ensure that the Work is performed in accordance with all Contract requirements.

1.1.11 Project Management Services - Project management services shall be integrated with the Design Services, Quality Management Services, and construction services described herein and in the Contract Documents, and shall include, at a minimum, the following:

- Construction management
- Contract management
- Safety management
- Traffic management

1.2 DESIGN AND CONSTRUCTION SERVICES

1.2.1 General Standards for Performance of the Work - Concerning the general Standards set forth in Subsection 1.2.2 for performance of all Design Services and the general standards set forth in Subsection 1.2.3 for performance of all construction services, the Parties agree as follows:

1.2.1.1 All Design Services to be performed under the Contract are appurtenant to construction services being provided by Design-Builder.

1.2.1.2 Whether Design-Builder is a Design Professional, has a Design Professional as a member or on staff, or will otherwise provide a consultant to perform the services of a Design Professional, all Design Services (whether constituting the practice of architecture, the practice of engineering, the practice of surveying, or the practice of other Design Services) referred to in the Contract shall be provided by duly-licensed and competent Design Professionals employed or otherwise retained by Design-Builder as a consultant.

The Design Professionals currently designated to provide such Design Services are listed in Subsection 3.4. All Design Services shall be performed by a Design Professional of the appropriate professional discipline in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline under similar circumstances, taking into consideration the contemporary state of the practice and the project conditions.

1.2.1.3 Design-Builder shall provide and perform all Design Services, Quality Management, and construction services in good faith and as expeditiously as is consistent with the applicable standards of skill and care ordinarily exercised by members of the profession under similar conditions and circumstances, and the orderly prosecution of the Work.

1.2.1.4 Where specific performance Standards for any aspect of the Work have been established in the Contract Documents, the Work shall be performed so as to meet or exceed such Standards.

1.2.1.5 The Baseline Progress Schedule establishes the schedule and deadlines for Contract performance, with which Design-Builder must comply. The Baseline Progress Schedule, as it may be modified during the course of the Project pursuant to **DB General Provisions**, Subsection 180.41, shall anticipate and accommodate such periods of time as may be required for Agency's review of Design Documents, and for approval by Authorities having jurisdiction over the Project of any required submissions, including but not limited to, applications for permits and environmental impact evaluations.

1.2.1.6 Agency's consideration, Review and Comment, or Acceptance of any matters, or Agency's authorization of any action, will not be deemed or construed as relieving Design-Builder of its sole responsibility for, and its complete and exclusive control over the means, methods, sequences and techniques for, performance of the Work in accordance with the terms of the Contract.

1.2.2 Design Documents

1.2.2.1 Design Documents - Design-Builder shall generate and provide to Agency all Design Documents.

1.2.2.2 Readiness-for-Construction Plans and Specifications - Upon completion of the Definitive Design Reviews, Working Plan Design Reviews, Interim Design Reviews (if any), and Readiness-for-Construction Design Reviews, as specified in the DB General Provisions, Section 155, Design-Builder shall finalize the Readiness-for-Construction Plans and Specifications. In performing these services, Design-Builder shall meet the following requirements:

- All Design Documents and Design Reviews shall be provided and performed in accordance with the Design Review schedule established in the Baseline Progress Schedule, and in accordance with all Contract requirements.
- Readiness-for-Construction Plans and Specifications shall comply with all applicable Laws and all Contract requirements.
- Readiness-for-Construction Plans and Specifications shall be a complete, fully coordinated, integrated package, without any significant modifications or further clarifications required.
- Design-Builder shall file all documents required for the approval of Authorities having jurisdiction over the Project, shall obtain all necessary permits not obtained by Agency, and shall pay for all associated fees, including application, filing, plan review, and appeal fees.
- Design-Builder shall provide Agency with written certification and all Design Documents required for the Readiness-for-Construction certification, in accordance with **DB General Provisions**, Section 155.
- Design-Builder shall submit to Agency all documentation and Design Quality Records required under **DB General Provisions**, Subsections 155.12 and 155.14.
- Design-Builder shall submit to Agency As-Constructed Plans and **Design-Builder Specifications**, compiled and organized in accordance with all Contract requirements that incorporate all changes in the design and construction of the Project
- Design-Builder shall prepare and deliver to Agency all As-Constructed Plans, **Design-Builder Specifications**, and other Design Documents, information, and data required under the Contract to be provided to Agency.

1.2.2.3 Cost-Reduction Proposals - During development of the Design Documents, Design-Builder and Agency may collaborate on identifying, evaluating and implementing cost-reduction options in accordance with **DB General Provisions**, Subsection 140.70. Design-Builder's development of the Design Documents and completion of the Readiness-for-

Construction Plans and Specifications shall not preclude further identification and implementation by Design-Builder and Agency of additional cost-reduction options during construction. Cost Reduction Proposals adopted by Agency will be implemented through Change Orders pursuant to **DB General Provisions**, Subsection 140.70(e).

1.2.3 Construction Services - Design-Builder shall provide all necessary Work to furnish to Agency complete, fully-functional Structures and road improvements specified in **DB Special Provisions**, SP140.05, capable of being fully utilized for the purposes described in the Contract, and constructed in compliance with all Contract requirements, including all Legal Requirements. Design-Builder shall perform the construction services as follows:

1.2.3.1 Design-Builder shall supervise and administer all construction activities in accordance with Contract requirements.

1.2.3.2 In the event of the existence of any dispute between the Parties under the Contract, Design-Builder shall continue to perform the Contract in accordance with its terms and seek resolution in accordance with **DB General Provisions**, Section 199.

1.2.3.3 The construction Work shall be of good quality, free from faults and defects, and in conformance with all Contract requirements, including all Legal Requirements. At its own expense, Design-Builder shall correct construction Work that does not conform to these requirements.

1.2.3.4 Design-Builder shall utilize new Materials and Equipment in the Work, unless otherwise specified in the Contract Documents.

1.2.3.5 Design-Builder shall pay all taxes, fees, and costs associated with the acquisition of tools, Equipment, Materials, and the performance of the Work, in accordance with **DB General Provisions**, Subsection 170.02.

1.2.3.6 Design-Builder shall comply with all applicable Laws.

1.2.3.7 Design-Builder shall keep each Work Location and its vicinity free from accumulation of waste materials and rubbish caused by Design-Builder's operations.

1.2.3.8 Design-Builder shall have authority to make minor changes in the design and construction of the Project, consistent with the overall purpose of the Project, as long as any such minor changes do not involve deviations from Contract requirements, an adjustment in the Contract Amount, or an extension of Contract Time. Provided, further, that Design-Builder shall immediately notify Agency of such minor changes and shall provide to Agency such Design Documents as may be necessary to clearly identify the minor changes.

1.2.3.9 Design-Builder shall notify Agency when the Work or an agreed-upon portion thereof has been completed, in accordance with **DB General Provisions**, Subsection 180.41.

1.2.3.10 Design-Builder shall maintain a set of the Contract Documents on the Project Site and at each Work Location, in accordance with **DB General Provisions**, Subsection 150.40(c)(1).

- 1.2.3.11** Consistent with **DB General Provisions**, Subsection 170.60, Design-Builder shall be fully responsible for initiating, maintaining, and supervising safety precautions and programs in connection with the Work, including but not limited to, taking reasonable precautions to ensure the safety of, and prevention of damage, injury, or loss to: (a) employees of Agency present on or in the vicinity of a Work Location, employees of Design-Builder and other persons performing Work on or in the vicinity of a Work Location, and other persons, including the traveling public, who may be affected; (b) Materials and Equipment to be incorporated into the Project; (c) portions of the Project under construction or completed; and (d) other property within or adjacent to a Work Location.
- 1.2.3.12** Design-Builder shall be liable for damage to or loss of property at Work Locations and on private property affected by Design-Builder's activities, pursuant to **DB General Provisions**, Subsections 170.80 and 170.82. This subparagraph shall in no way affect the applicability or coverage of the bonds and insurance required under Article 7 of this Agreement.
- 1.2.3.13** Design-Builder shall deliver to Agency all notices regarding completion of the Work pursuant to **DB General Provisions**, Subsection 150.90.
- 1.2.3.14** Design-Builder shall perform all other construction Work required to complete the Project in conformance with all Contract requirements, including Legal Requirements.
- 1.2.4 Extra Work to be Provided by Design-Builder** - Design-Builder shall perform Extra Work pursuant to **DB General Provisions**, Subsection 140.60, and shall be compensated for any such Extra Work in accordance with **DB General Provisions**, Section 196.

2. Prevailing Wage

If the contract price exceeds \$50,000 and this Contract is not otherwise exempt, workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. The applicable prevailing wage rates may be accessed via the internet at: <https://www.oregon.gov/boli/WHD/PWR/Pages/January-1,-2017-PWR-Rates.aspx>. Hard copies of the prevailing wage rates publication may be obtained by contacting the Oregon Bureau of Labor and Industries via telephone at: (971) 673-0839. This project is NOT subject to the Davis-Bacon Act. The state prevailing rate of wage does not apply.

The Design-Builder must have a public works bond filed with the Oregon Construction Design-Builders Board before starting work on the Project, unless exempt under ORS 279C.836 (4), (7), (8) or (9). The Design-Builder shall pay the applicable prevailing wage rates that are in effect at the time Owner enters into this Construction Contract with Design-Builder.

For contracts \$50,000 or greater, City shall pay a fee to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at the following address:

Bureau of Labor and Industries
Wage and Hours Division
Prevailing Wage Unit
800 NE Oregon Street, # 32

Portland, Oregon 97232

3. Contract Documents

The Design-Builder is hereby bound to comply with all requirements of this agreement, the Design-Builder's proposal, the detailed specifications and requirements, the drawings, and the special conditions and modifications in conditions as set forth in the documents prepared by the City Engineer and the performance pertaining to this contract, in the City of Milwaukie, Oregon, and by this reference made a part hereof to the same legal force and effect as if set forth herein in full.

3.1 Contract Documents List

The Contract Documents include the following:

- This Public Improvement Contract.
- DB General Provisions
- DB Special Provisions
- DB Standard Special Provisions
- DB Standard Specifications
- City of Milwaukie Public Works Standards
- Exhibit B., Those portions of the Quality Proposal and Price Proposal included in Exhibit B that meet or exceed minimum Contract requirements established by Agency.
- RFP Conceptual Plans [DB Special Provisions, Attachment "A"]
- Regulatory authority permits, orders, opinions, authorizations, and any other permits or reports required for the Project
- Change Orders
- Force Account Work Orders
- Written orders and authorizations issued by Agency
- Contract Baseline Concepts [DB155]
- Accepted Definitive Design [DB155]
- Readiness-for-Construction Plans [DB155]
- Working Plans [DB155]
- Design-Builder Specifications [DB155]
- As-Constructed Plans [DB155]
- All other Programmatic Plans or any other documents, in any form, required to be submitted to Agency pursuant to the terms of applicable **DB General Provisions, DB Special Provisions, DB Standard Specifications, DB Standard Special Provisions**, or Attachment B to **DB Special Provisions** – Additional Contract Documents Matrix.

3.2 Order of Precedence

All Contract Documents are intended to be complementary. Conflicts, if any, will be resolved utilizing the following descending order of precedence.

3.2.1 Contract Change Orders**3.2.2 This Design-Build Agreement executed by the Parties, excluding all other Contract Documents****3.2.3 Exhibit B, Those portions of the Quality Proposal and Price Proposal included in Exhibit B that meet or exceed minimum Contract requirements established by Agency.****3.2.4 DB Special Provisions**

- 3.2.5 DB General Provisions**
- 3.2.6** Definitive Design
- 3.2.7 Design-Builder Specifications**
- 3.2.8** Readiness-for-Construction Plans
- 3.2.9 City of Milwaukie Public Works Standards**
- 3.2.10** Standard Drawings
- 3.2.11 DB Standard Special Provisions**
- 3.2.12 DB Standard Specifications**
- 3.2.13** Unstamped Working Plans
- 3.2.14** All other Contract Documents

4. City's Representative

For purposes hereof, the City's authorized representative will be the Engineering Director, 6101 SE Johnson Creek Blvd, Milwaukie, Oregon 97206, telephone 503-786-7600.

5. Design-Builder's Representative

For purpose hereof, the Design-Builder's authorized representative will be Larry Gescher.

Address: PO Box 556, Stayton, OR 97383

E-mail Address: larryg@hpcivil.com

Fax Number: (503) 769-2761

Phone Number: (503) 769-2761

5.1 Key Personnel - Key Personnel shall consist of Design-Builder's Project Management Personnel, Design-Builder's Design Professionals, and Design-Builder's Major Subcontractors (the "**Key Personnel**"). The following Key Personnel shall perform the functions established under the Contract for the duration of the Contract.

5.1.1 Project Management Personnel - Design-Builder's Project management personnel shall consist of the following Key Personnel:

Project Principal: Roger Silbernagel

Project Manager: Larry Gescher

Project Quality Manager: Kevin Timmins, PE

Construction Manager: Josh Smith

Design Manager: Doug Sarkkinen, PE, SE

Design Quality Manager: Ken Acherman, PE

Construction Quality Manager: Ian Machan, PE

Safety Manager: Scott Plummer

Environmental Manager: Randy Reeve

Traffic Control Design Engineer: Allen Hendy, PE

Traffic Control Supervisor: Scott Plummer

5.1.2 Design Professionals - Design-BUILDER's Design Professionals shall consist of the following Key Personnel:

Bridge Design Engineer: Greg Mines, PE

Lead Roadway Design Engineer: Dave Weller, PE

Traffic Signal/Sign Design Engineer: Allen Hendy, PE

Archeological Investigations (if necessary): (Enter Representative's Name)

Design Survey: John Yamashita

Geotechnical Design Lead Engineer: Matt Shanahan

Hydraulic Design Lead Engineer: Gary Wolff, PE

Drainage/Water Quality: Ashley Cantlon

Landscape Architecture/Erosion Control: David Haynes

Utility Specialist: Adrian Esteban

5.1.3 Major Subcontractors - Design-BUILDER's Design Professionals shall consist of the following Entities:

5.1.3.1 OTAK Inc.

5.1.3.2 Reeve Sherwood Consultants

5.1.3.3 Geotechnical Resources, Inc.

5.1.3.4 Global Transportation Engineering

5.1.3.5 Materials Testing & Inspection

5.2 Substitution of Key Personnel and/or Major Subcontractors – The Parties agree that each Key Personnel and Major Subcontractor is unique, and that Agency has relied upon their qualifications in selecting Design-Builder to perform the Contract. Therefore, Design-Builder shall not replace any Key Personnel or Major Subcontractors during the term of the Contract. Notwithstanding the foregoing, in those limited circumstances in which Agency elects to consider substitutions, the process shall be governed by the provisions of **DB General Provisions**, Subsections 180.35(c) and 180.35(d). Should Agency, in its sole discretion, elect to authorize a substitution, such authorization shall not relieve Design-Builder of its sole responsibility under the Contract to complete all Work and deliver the Project in accordance with all Contract requirements.

6. Design-Builder Identification

Design-Builder shall furnish to the City the Design-Builder's employer identification number, as designated by the Internal Revenue Service, or Design-Builder's social security number, as City deems applicable.

7. Compensation

A. Payments: City agrees to pay Design-Builder **Two Million Six Hundred Ten Thousand Dollars (\$2,610,000.00)** for performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

Payment shall be based upon the unit prices bid by the Design-Builder, as listed in attached bid. Design-Builder shall prepare and submit each month to the City Engineer, 6101 SE Johnson Creek Blvd, Milwaukie, OR 97206, a statement of services rendered, (indicating the description of each service used in the bid and the dollar amount of each service completed through the stated date), together with a request for payment duly verified by the Design-Builder's Representative.

Payment by the City shall release the City from any further obligation for payment to Design-Builder for services performed or expenses incurred as of the date of the statement of services. Payment of installments shall not be considered acceptance or approval of any work or waiver of any defects therein. City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

Design-Builder shall include proof of payment to any and all subcontractors and suppliers with each statement submitted to the City. The City shall retain the right to withhold payments if required proof of payment to subcontractor and suppliers is not included with a statement.

B. Timing of Payments and Liquidated Damages: Progress payments, less a five percent retainage as authorized by ORS 279C.555, shall be made to the Design-Builder within thirty (30) days of the City's receipt of the statement of services. The Design-Builder agrees that the "Time of Completion" is defined in the Bid documents, and agrees to complete the work by said date. The Design-Builder and City agree that the City will suffer damages each day the work remains uncompleted after the Time of Completion and that the amounts of those damages are difficult to calculate. Design-Builder and City agree that the amounts indicated in the Bid documents are a reasonable amount of damages for late completion and Design-Builder agrees to pay such amounts as liquidated damages if the work is not completed by the Time of Completion. Design-Builder agrees that the liquidated damages specified

herein are a fair way of ascertaining damages to the City and are not a penalty for late completion.

- C. Final Payment:** The Design-Builder shall notify the City in writing when the Design-Builder considers the project complete, and the City shall, within 15 days after receiving the written notice, either accept the work or notify the Design-Builder of work yet to be performed on the contract.

If accepted by the City, the remaining balance due to the Design-Builder, including the retained percentage, shall be paid to the Design-Builder by the City within 30 days after the date of said acceptance.

The City shall pay to the Design-Builder interest at the rate of one and one-half percent per month on the final payment due the Design-Builder, to commence 30 days after the work under the Contract has been completed and accepted and to run until the date when final payment is tendered to the Design-Builder. If the City does not, within 15 days after receiving written notice of completion, notify the Design-Builder of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.

As a further condition of final acceptance, the City may require the Design-Builder to submit evidence, satisfactory to the City's Representative, that all payrolls, material bills, and other indebtedness connected with the project have been paid. If any indebtedness or liens are in dispute, the Design-Builder may submit a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts if such payment has not already been guaranteed by surety bond.

8. Status of Design-Builder as Independent Contractor

Design-Builder certifies that:

- A.** Design-Builder acknowledges that for all purposes related to this Agreement, Design-Builder is and shall be deemed to be an independent Contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Design-Builder is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Design-Builder under the terms of this Agreement, to the full extent of any benefits or other remuneration Design-Builder receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Design-Builder or to a third party) as a result of said finding.
- B.** The undersigned Design-Builder hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Design-Builder, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

- C. If this payment is to be charged against Federal funds, Design-Builder certifies that he or she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.
- D. Design-Builder and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- E. Design-Builder certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- F. Design-Builder is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

9. Subcontracts - Assignment & Delegation

Design-Builder shall submit a list of Subcontractors for approval by the City, and Design-Builder shall be fully responsible for the acts or omissions of any Subcontractors and of all persons employed by them, and neither the approval by City of any Subcontractor nor anything contained herein shall be deemed to create any contractual relation between the Subcontractor and City.

This agreement, and all of the covenants and conditions hereof, shall inure to the benefit of and be binding upon the City and the Design-Builder respectively and their legal representatives. Design-Builder shall not assign any rights nor delegate any duties incurred by this contract, or any part hereof without the written consent of City, and any assignment or delegation in violation hereof shall be void.

9.1 Use of Registered Subcontractors - Design-Builder certifies that:

It shall require and ensure that all Subcontractors performing Work are registered with the Construction Contractors' Board or licensed by the State Landscape Contractors' Board in accordance with ORS 701.035 to 701.055 before such Subcontractors commence Work and for the duration of the subcontract.

10. Design-Builder - Payment of Benefits - Hours of Work

A. The Design-Builder shall:

- 1) Make payment promptly, as due, to all persons supplying to such Design-Builder labor or material for the performance of the work provided for in this contract;
- 2) Pay all contributions or amounts due the Industrial Accident Fund under the Worker's Compensation Law from such Design-Builder or Subcontractor incurred in the performance of this contract;
- 3) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167; and
- 4) Not permit any lien or claim to be filed or prosecuted against the City of Milwaukie on account of any labor or material furnished;

B. The Design-Builder or the Design-Builder's Surety and every Subcontractor or the Subcontractor's Surety shall file certified statements with the City in writing on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Design-Builder or the Subcontractor has employed

upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract, which certificate and statement shall be verified by the oath of the Design-Builder or the Design-Builder's Surety or Subcontractor or the Subcontractor's Surety that the Design-Builder or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Design-Builder's or Subcontractor's knowledge.

- 1) The certified statements shall set out accurately and completely the payroll records, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, and the gross wages the worker earned during each week identified in the certified statement.
 - 2) Each certified statement required herein shall be delivered or mailed by the Design-Builder or Subcontractor to the City. A true copy of the certified statements shall also be filed at the same time with the Commissioner of the Bureau of Labor and Industries. Certified statements shall be submitted as set forth in OS 279C.845.
- C. The Design-Builder agrees that if the Design-Builder fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Design-Builder or a Subcontractor by any person in connection with this contract as such claim becomes due, the proper office of the City of Milwaukie may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Design-Builder by reason of such contract. Payment of a claim in this manner shall not relieve the Design-Builder or the Design-Builder's Surety from obligation with respect to any unpaid claims.
- D. Design-Builder agrees that no person shall be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency or when public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours in any one day or forty (40) hours in any one week when the workweek is five consecutive days, Monday through Friday, or ten (10) hours in any one day and or forty (40) hours in any one week when the workweek is four consecutive days, Monday through Friday and for all work performed on Saturday and on any legal holiday as specified in ORS 279C.540.
- E. No City employee shall be required to work overtime or on a Saturday, Sunday or holiday in the fulfillment of this contract except where the Design-Builder agrees to reimburse the City in the amount of money paid the employee for such work as determined by state law, the City's personnel rules or union agreement. The Design-Builder shall require every Subcontractor to comply with this requirement.

11. Drug Testing Program

ORS 279C.505 requires that all public improvement contracts contain a provision requiring Design-Builders to demonstrate that an employee drug-testing program is in place. The Design-Builder demonstrates that a drug-testing program is in place by signing of the contract. The drug testing program will apply to all employees and will be maintained for the duration of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

12. Design-Builder's Employee Medical Payments

Design-Builder agrees to pay promptly as due, to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness or injury to the Design-Builder's employees, of all sums which the Design-Builder agreed to pay for such services and all money and sums which the Design-Builder collected or deducted from employee wages pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

13. Salvage, Composting or Mulching

If this is a contract for demolition work, the Design-Builder shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this is a contract for lawn and landscape maintenance, Design-Builder shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

14. Early Termination

A. This agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties and for the following reasons:

- 1)** If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or
- 2)** If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

B. Payment of Design-Builder shall be as provided by ORS 279C.660, in accordance with DB General Provisions 00195.70, and shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Design-Builder against City under this Agreement.

C. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of Design-Builder or City which accrued prior to such termination.

15. Cancellation with Cause

A. City may terminate this Agreement effective upon delivery of written notice to Design-Builder, or at such later date as may be established by City, under any of the following conditions:

- 1)** If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds,
- 2)** If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement,
- 3)** If any license or certificate required by law or regulation to be held by Design-Builder, or its design professionals, subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed, or

- 4) If Design-Builder becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Design-Builder, if a receiver or trustee is appointed for Design-Builder, or if there is an assignment for the benefit of creditors of Design-Builder.
- 5) If Design-Builder fails to maintain reasonable relations with the public. Verbal abuse, threats, or other inappropriate behavior towards members of the public constitutes grounds for termination.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- B. City, by written notice of default (including breach of contract) to Design-Builder, may terminate the whole or any part of this Agreement:

- 1) If Design-Builder fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Design-Builder fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Design-Builder shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (b), Design-Builder shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Design-Builder bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Design-Builder. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

16. Access to Records

- A. City shall have access to such books, documents, papers and records of Design-Builder as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- B. The following access to records requirements apply to this contract:
 - (1) The Design-Builder agrees to provide Oregon Emergency management, City of Milwaukie, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Design-Builder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (2) The Design-Builder agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.

- (3) The Design-Builder agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

17. Work is Property of City

All work performed by Design-Builder under this Agreement shall be the property of the City.

18. Adherence to Law

- A.** Design-Builder shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations, and policies concerning workers' compensation, and minimum and prevailing wage requirements. Specifically, but not by way of limitation, this contract is subject to all applicable provisions of ORS 279C.505, 279C.510, 279C. 515, 279C.520, 279C.525, 279C.530, 279C.540, 279C.570, 279C. 580, and 279C.800- 279C.870.
- B.** To the extent applicable, the Design-Builder represents that it will comply with Executive Order 11246 as amended, Executive Order 11141, Section 503 of the Vocational Rehabilitation Act of 1973 as amended and the Age Discrimination Act of 1975, and all rules and regulations issued pursuant to the Acts.
- C.** As provided by ORS 279C.525, all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under this contract are by reference incorporated herein to the same force and affect as if set forth herein in full. If the Design-Builder must undertake additional work due to the enactment of new or the amendment of existing statutes, ordinances or regulations occurring after the submission of the successful bid, the City shall issue a Change Order setting forth the additional work that must be undertaken. The Change Order shall not invalidate the Contract and there shall be, in addition to a reasonable extension, if necessary, of the contract time, a reasonable adjustment in the contract price, if necessary, to compensate the Design-Builder for all costs and expenses incurred, including overhead and profits, as a result of the delay or additional work.

19. Changes

City may at any time, and without notice, issue a written Change Order requiring additional work within the general scope of this Contract, or any amendment thereto, or directing the omission of or variation in work. If such Change Order results in a material change in the amount or character of the work, an equitable adjustment in the Contract price and other provisions of this Contract as may be affected may be made. Any claim by Design-Builder for and adjustment under this section shall be asserted in writing within thirty (30) days from the date of receipt by Design-Builder of the notification of change or the claim will not be allowed. Whether made pursuant to this section or by mutual agreement, no change shall be binding upon City until a Change Order is executed by the Authorized Representative of City, which expressly states that it constitutes a Change Order to this Contract. The issuance of information, advice, approvals, or instructions by City's Representative or other City personnel shall not constitute an authorized change pursuant to this section. Nothing contained in this section shall excuse the Design-Builder from proceeding with the prosecution of the work in accordance with the Contract, as changed.

20. Force Majeure

Neither City nor Design-Builder shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disenabled, including, but not restricted to, an act of God or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of Subcontractor or suppliers due to such cause; provided that the party so disenabled shall within ten (10) days from the beginning of such delay,

notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under Contract.

21. Non-waiver

The failure of the City to insist upon or enforce strict performance by Design-Builder of any of the terms of this contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

22. Warranties

All work shall be guaranteed by the Design-Builder, as specified, after the date of final acceptance of the work by the Owner. Design-Builder warrants that all practices and procedures, workmanship, and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Design-Builder from liability under warranties contained in or implied by this contract.

23. Attorney's Fees

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the Court may adjudge reasonable attorney's fees and court costs including attorney's fees and court costs on appeal.

24. Governing Law

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the Circuit Court of Clackamas County or the U. S. District Court in Portland.

25. Conflict Between Terms

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of the Design-Builder, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

26. Indemnification

Design-Builder warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a Design-Builder's work by City shall not operate as a waiver or release.

Design-Builder agrees to indemnify and defend the City, its officers, agents, consultants and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the City and its employees. If any aspect of this indemnity shall be found to be illegal or invalid for any

reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

27. Insurance

Design-Builder and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Design-Builder's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of City and that any other insurance maintained by City is excess and not contributory insurance with the insurance required hereunder.

The policy or policies of insurance maintained by the Design-Builder and its subcontractors shall provide at least the limits and coverages as identified in the DB Special Provisions, SP00170.70(a)

28. Method and Place of Giving Notice, Submitting Bills and Making Payments

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by email. Notices, bills and payments sent by mail should be addressed as follows:

City of Milwaukie	HP Civil Inc.:
Attn: Accounts Payable	Attn: Larry Gescher
10722 SE Main Street	PO Box 556
Milwaukie, Oregon 97222	Stayton, OR 97383
Phone: 503-786-7523	Phone: 503-769-2466
Fax 503-786-7528	Fax: 503-769-2761
Email Address:	Email Address:
finance@milwaukieoregon.gov	larryg@hpcivil.com

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

29. Hazardous Materials

Design-Builder shall supply City with a list of any and all hazardous substances used in performance of this Agreement. That list shall identify the location of storage and use of all such hazardous substances and identify the amounts stored and used at each location. Design-Builder shall provide City with material safety data sheets for all hazardous substances brought onto City property, created on City property or delivered to City pursuant to this Agreement. For the purpose of this section, "hazardous substance" means hazardous substance as defined by ORS 453.307(5). Design-Builder shall complete the State Fire Marshall's hazardous substance survey as required by ORS 453.317 and shall assist City to complete any such survey that it may be required to complete because of substances used in the performance of this Agreement.

30. Hazardous Waste

If, as a result of performance of this Agreement, Design-Builder generates any hazardous wastes, Design-Builder shall be responsible for disposal of any such hazardous wastes in compliance with all applicable federal and state requirements. Design-Builders shall provide City with documentation,

including all required manifests, demonstrating proper transportation and disposal of any such hazardous wastes. Design-Builder shall defend, indemnify, and hold harmless City for any disposal or storage of hazardous wastes generated pursuant to this Contract and any releases or discharges of hazardous materials.

31. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected or invalidated thereby.

32. Nondiscrimination – Design-Builder certifies that:

In compliance with ORS 279A.110, Design-Builder will not discriminate against minority, women or emerging small business enterprises in obtaining any subcontracts. It shall not discriminate on the basis of race, color, national origin or sex in the performance of the Contract and in the award of subcontracts.

33. Disclosure of Tax Identification Number

Design-Builder shall provide its federal tax ID number to Agency. This number is required pursuant to ORS 305.385. The Tax Identification Number provided pursuant to this authority will be used for the administration of State, federal and local tax Laws.

34. Media Contacts; Confidentiality

Unless otherwise specifically authorized in writing, Design-Builder shall provide no news release, press release, or any other statement to a member of the news media regarding this Project without Agency's prior written authorization. Furthermore, except in the case where Agency specifically authorizes disclosure of Agency's confidential information in writing, Design-Builder shall maintain the confidentiality of Agency's information pertaining to the Project, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Design-Builder from establishing a claim or defense in an adjudicatory proceeding. Design-Builder shall require of its Subcontractors similar agreements to maintain the confidentiality of Agency's information.

35. Complete Agreement

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Design-Builder, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

36. Joint Ventures and Partnerships - If Design-Builder is a joint venture or a partnership, each joint venture member or partner is executing this Agreement on behalf of and thereby binds both itself and Design-Builder, and each joint venture member or partner and Design-Builder shall be jointly and severally liable under this Agreement and the Contract.

IN WITNESS WHEREOF, the City has caused this agreement to be executed by its duly authorized undersigned officer, acting pursuant to authorization of the City Council, duly passed at the regular meeting held on the (Day) day of (Month), (Year), and the Design-Builder has executed this agreement on the date herein above first written.

DESIGN-BUILDER

CITY OF MILWAUKIE

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

Why HP Civil?

1. Significant experience with Design/Build bridges – smooth process
2. Permitting expertise – hit the ground running
3. Best design solution for the site
 - a. Ecologically sensitive
 - b. Aesthetics above and below
 - c. Future widening of Hwy 99
 - d. Multiple path options
 - e. Future removal of dam/new channel
 - f. Keeps traffic moving
 - g. Most cost efficient solution



 CITY OF MILWAUKIE
COUNCIL STAFF REPORT

To: Mayor and City Council
Through: Ann Ober, City Manager
Reviewed: Alma Flores, Community Development Director
From: Samantha Vandagriff, Building Official

Date: April 24, 2017 for May 16th 2017

Subject: **Memorandum of Agreement (MOA) with the State Building Codes Division**

ACTION REQUESTED

Authorize the City Manager to Sign the MOA to maintain the authority given by the State Building Codes to the City of Milwaukie Building Department to enforce a building program within the city limits of Milwaukie.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

Per ORS 445.147 the City of Milwaukie Building department has been granted the authority to administer a building inspection program within the City. This MOA confirms this authority and is reestablished every two years. The MOA was reviewed by the City Attorney in 2015 and was signed by the City of Milwaukie on September 10th, 2015. The language in the 2017 MOA is consistent with the one signed in 2015.

BUDGET IMPACTS

None if signed.

WORKLOAD IMPACTS

None if signed.

COORDINATION, CONCURRENCE, OR DISSENT

The State of Oregon has reviewed and concurs with the language therein.

STAFF RECOMMENDATION

Staff recommends the signing of the contract.

ALTERNATIVES

The alternative would be to not sign the agreement and turn the administration of the building program back over to the state. This would eliminate the local control of the program the Milwaukie currently has.

ATTACHMENTS

1. Memorandum of Agreement
2. Resolution

**Memorandum of Agreement
Relating to Delegated Building Inspection Program**

Attachment 1

I. Parties:

This agreement is made and entered into by the Building Codes Division (hereinafter the "Division"), through the Department of Consumer and Business Services, and the **City of Milwaukie** building inspection program ("Jurisdiction"). In providing the services specified in this agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

II. Purpose:

In accordance with the authority granted by Oregon Revised Statutes (ORS) chapter 455 and the rules adopted thereunder, this Memorandum of Agreement (MOA) sets forth the delegation from the state to Jurisdiction to operate a municipal building inspection program as referenced in ORS chapter 455.

III. Background:

The Department is authorized to:

1. Promulgate a state building code to govern the construction, reconstruction, alteration and repair of buildings. The state building code establishes uniform performance standards providing reasonable safeguards for health, safety, welfare, comfort and security for the residents of this state; and
2. Delegate authority to a Jurisdiction willing and able to assume operation of all or any portion of a building inspection program for a reporting period. A reporting period means a four-year period during which a Jurisdiction administers and enforces a building inspection program pursuant to an approved operating plan on behalf of the state.

IV. Agreement:

Jurisdiction's building inspection program agrees to the following minimum standards, policies and procedures while operating a building inspection program during the current reporting period:

1. **Administrative Standards.** Program must provide adequate funds, equipment and other resources needed to administer and enforce the program consistent with the inspection and permit requirements of the state building code.
2. **Electrical Program.** A building inspection program with an electrical program must comply with all applicable electrical rules for the inspection and enforcement of electrical programs.
3. **Fees.** Program must follow the uniform fee methodology for building permit and inspection fees. Program must use permit and inspection fees collected only for the administration and enforcement of the building inspection program. Electrical permit fees must only be used for the administration and enforcement of the electrical program. To avoid division enforcement action, program must collect and remit surcharges (with permit log) to the division no later than the 15th day following the month or quarter for which the surcharges are required to be collected according ORS 455.220.

4. **Appeals.** Program must have a policy to allow an applicant for building permit to appeal decision made by building official. Program must also allow an applicant for a building permit to file a written appeal of a decision of the building official directly to the division on any matter relating to the administration and enforcement of ORS Chapter 455.
5. **Operating Plan.** Program must amend operating plan within 30 days when changes occur and provide amended operating plan to the division. Changes include a change of building official.
6. **Staff.** Program must have and use only appropriately certified employees, or approved and appropriately certified and associated state-licensed third party contractors and inspectors for inspections.
7. **Enforcement.** Program must not enforce any standard different from the state building code, unless specifically authorized to do so by the Director of the Department of Consumer and Business Services under ORS 455.040(1), and only in the manner so authorized; any standard so authorized shall not be considered an amendment to the state building code under ORS 455.030.
8. **Documentation.** Program must respond timely to division data requests on any matter relating to the administration and enforcement of ORS Chapter 455.

V. Indemnity:

To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Act, Jurisdiction shall defend, indemnify and save the division, its officers, agents, and employees harmless from any and all claims, actions, costs or damages caused by Jurisdiction.

Subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act, the State shall indemnify, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, Jurisdiction, any liability for personal injury or damage to life or property arising from the State's negligent activity under this Agreement provided, however, the State shall not be required to indemnify Jurisdiction for any such liability arising out of the wrongful acts of Jurisdiction, its officers, employees or agents.

VI. Term of the Agreement:

This agreement will become effective upon signature of all parties and will remain in effect until the end of the Jurisdiction's current reporting period unless the Jurisdiction abandons or ceases to administer the building inspection program or the division assumes administration of the program under activities related to ORS 455.770. Failure to comply with any provision of this agreement may impact the Jurisdiction's continued administration of the building inspection program.

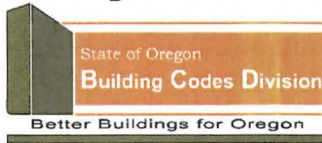
VII. Signatures:

Both parties, by the signatures below, hereby acknowledge that they have read this agreement, understand it and agree to be bound by its terms and conditions.

Building Codes Division

Date

Mark S. Long, Administrator
Building Codes Division



City of Milwaukie

Date *April 24th, 2017*

Please print building official name
Samantha Vandagriff

Building Official Signature
[Signature]

Date

Please print name and title

Jurisdiction Representative Signature



CITY OF MILWAUKIE

COUNCIL **RESOLUTION No.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,
TO UPDATE A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF
CONSUMER BUSINESS SERVICES AND THE CITY OF MILWAUKIE**

WHEREAS, ORS 455.148(7) authorizes a unit of local government to undertake responsibility for the administration and enforcement of a building inspection program; and

WHEREAS, The City of Milwaukie currently has a Memorandum of Agreement with the State of Oregon; and

WHEREAS, The past years of the existing memorandum of agreement have been mutually beneficial such that all parties support the continuance of the relationship; and

Now, Therefore, be it Resolved that the City Council authorizes the City Manager to sign the renewal of a Memorandum of Agreement between the City and State to continue to provide building inspection services in the City.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Scott S. Stauffer, City Recorder

City Attorney

 CITY OF MILWAUKIE
COUNCIL STAFF REPORT

To: Mayor and City Council
Through: Ann Ober, City Manager
Reviewed: Haley Fish, Finance Director
From: Brandon Gill, Information Technology Manager, and
Kelli Tucker, Accounting and Contracts Specialist
Subject: **Five-Year Lease w/ Pacific Office Automation for Multi-Purpose Copiers**

ACTION REQUESTED

Adopt a resolution authorizing the City Manager to enter into a five-year lease with Pacific Office Automation for leasing and maintenance of multi-purpose copiers.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

Between 2010-2013, City of Milwaukie entered into 18 separate five-year leases with Pacific Office Automation for multi-purpose devices throughout City buildings. Pacific Office Automation also provides services and supplies on City-owned devices.

ANALYSIS

Eighteen leases are now either due for individual renewal or on an automatic annual renewal schedule.

Staff desires to terminate all 18 existing leases with Pacific Office Automation for its current devices and then execute one lease for 17 new devices. New devices will be comparable to the current devices. Lease duration is for five years beginning 6/1/2017. The lease includes repair and maintenance service, toner replacements, and printing charges at a fixed rate. Periodic review for printing efficiencies will also be included in the services from Pacific Office Automation.

Staff has negotiated the lease with Pacific Office Automation under a competitively awarded contract through State of Oregon (contract #5624). Per Public Contract Rule 10.040, the City may purchase goods or services from a supplier under established price agreements without a subsequent competitive process.

BUDGET IMPACTS

Lease will be approximately \$5,020 per month for leases, printing and maintenance expenses. Any excess image charges will be at an additional rate. Lease will be approximately \$301,200 over the five-year duration. In comparison to current charges, the new lease will save approximately \$1,032 per month or \$61,920 over the five-year lease term.

WORKLOAD IMPACTS

Information Technology staff will be impacted to coordinate delivery and replacement of devices, and update drivers on affected computers. Finance staff will reduce time for processing payables due to co-termination of all devices and efficiency of billing services.

COORDINATION, CONCURRENCE, OR DISSENT

Co-negotiated by representatives from IT and Finance. Lease will provide like for like replacements therefore meeting our current needs. Additionally, supervisors were notified of the initiative at the quarterly supervisors meeting and no concerns were voiced.

STAFF RECOMMENDATION

Staff recommends approving a five-year lease with Pacific Office Automation per State of Oregon contract #5624.

ALTERNATIVES

Review other vendors for lease options or purchase copiers.

ATTACHMENTS

1. Resolution
2. Proposed Lease Agreement
3. Exhibit A to Lease Agreement



CITY OF MILWAUKIE

COUNCIL **RESOLUTION No.**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE-YEAR LEASE WITH PACIFIC OFFICE AUTOMATION FOR MULTI-PURPOSE COPIERS.

WHEREAS, City of Milwaukie's leases for copiers have ended; and

WHEREAS, a new lease is required to continue printing and copying services; and

WHEREAS, staff recommends the use of State of Oregon contract #5624 with Pacific Office Automation for copier services.

Now, Therefore, be it Resolved that the City Manager is authorized to execute a five-year lease with Pacific Office Automation for copiers and maintenance throughout City buildings.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Scott S. Stauffer, City Recorder

City Attorney

No. _____

SOLD TO:

ATTENTION

SHIP TO:

KEY OPERATOR

ORDER DATE			PO#		ORDERED BY		SOLD BY	
							J. Simon/C. Stone	
QTY	ITEM	TYPE	DESCRIPTION				UNIT PRICE	TOTAL
			See Exhibit A for new leased equipment					\$2,882/mo
Minimum Monthly Payment (plus applicable taxes) \$ 2,882.00 Term 60 Months							Device Management	
Service/Supply Commitment		Models	Monthly Minimum Number of Images	Excess Per Image Charge	Excess Billing Cycle		Automated Meter Reading	
B&W		All A3 Machines	By Usage	\$0.007	☐ Monthly ☒ Quarterly ☐ Semi-Annual ☐ Annual		Auto Toner Replenishment	
Color		All A3 Machines	By Usage	\$0.055			Advanced Scanning	
							Security	
B&W		All A4 Machines	By Usage	\$0.0175			MFP Network Support	
Color		All A4 Machines	By Usage	\$0.14			Power Filter	
CONDITIONS OF SALE, CONTINGENCIES OR COMMENTS							Delivery	
Includes cancellation of all copier leases. Includes delivery, installation, and training. All toner, parts, and labor included								
State of Oregon contract 5624.							Subtotal	
POA to provide monthly usage reporting by device.							Sales Tax	
POA to email a monthly report that will include supplies ordered (date requested and date fulfilled) and support tickets								
(include ticket number, date open, person who opened, and close date) to helpdesk@milwaukieoregon.gov							Total	

Customer Authorization

Approved by Pacific Office Automation

SIGNATURE

BY

TITLE

DATE _____

TITLE

DATE _____

SERVICE/SUPPLY COMMITMENT TERMS AND CONDITIONS

As consideration for Customer's payment as set forth on the front of the Contract, Pacific Office Automation ("POA") agrees to provide parts and labor service for the equipment purchased or leased hereunder pursuant to the following terms and conditions. POA will provide:

- Replacement of all parts found defective or worn as a result of normal equipment use.
- Labor to repair and properly maintain the equipment.
- All preventative maintenance done at intervals specified by the manufacturer.
- Loaner equipment in the event the equipment requires shop work to repair.
- Replacement of photoconductors and heater rollers found defective or worn as a result of normal use.
- Replacement of black and color toner, black developer, brushes, and filters.
- Factory recommended retrofits and improvements in the equipment.

If color toner is included in the Service/Supply Commitment, the color toner will be supplied within the cost per copy charge based upon the standard manufacturer's yield. Excess toner will be billed at standard manufacturer's retail price. Not included in the Service/Supply Commitment are paper, staples, and network support. Service calls by POA covered under the Service/Supply Commitment will only be made during the hours of 8 a.m. to 5 p.m., Monday through Friday, excluding holidays. Service billed at any other time will be billed at standard overtime rates. For products or services acquired hereunder, the terms of payment are net ten (10) days.

Customer agrees to pay POA the minimum monthly payment and overage charges agreed to on the front of the Contract and agrees that excess images over the allotted minimum amount during the billing cycle will be billed to Customer at the agreed to rate. If not noted, excess images will be charged at POA's book rates. If the Service/Supply Commitment combines two or more pieces of equipment of different operating costs, POA reserves the right to adjust image allocation and pricing to fairly reflect actual usage should the actual usage rate of the equipment vary by more than 10% from the expected usage rates. ~~Customer agrees that POA may increase the Minimum Monthly Payment each year during any term by an amount not to exceed 10% of such charge.~~ Service may include reasonable use of Customer's image allotments and materials. Customer's failure to abide by all payment obligations may result in termination of service.

This Service/Supply Commitment shall continue for the term stated on the front of the Contract. The Service/Supply Commitment shall automatically renew for successive one (1) year terms, unless either party provides written notice to the other party of their intent to terminate prior to thirty (30) days before the expiration of the original term or any subsequent renewal term.

GUARANTEES

POA extends to Customer the following express limited guarantees under the Service/Supply Commitment.

1. **STANDARD LIMITED WARRANTY:** POA warrants New equipment to be free of defect in materials and workmanship for a period of 90 days from installation. This warranty does not extend to replacement of supply items or consumables, including, but not limited to photo conductors, heater rollers, fuser, cleaning kits, toner, developer, or paper. For purposes of this paragraph, New equipment shall be defined as equipment with usage up to 5,000 copies. Used equipment will receive a 30-day warranty.
2. **LIFETIME POWER PROTECTION GUARANTEE:** If a POA Power Filter is included in the Service/Supply Commitment, repairs of damage to covered equipment caused by power surges and/or lightning will be covered.
3. **RESPONSE TIME WARRANTY:** POA guarantees four hour average response time for emergency services for equipment that is within fifty miles of POA branch offices. If POA does not perform guaranteed response time for a period of one year, upon written request, Customer will receive a 5% credit towards Customer's next service or supply purchase from POA.
4. **UPGRADE, TRADE-IN LIMITED GUARANTEE:** For all New equipment purchased hereunder continuously covered under a POA Service/Supply Commitment, POA will guarantee a trade-in value on New equipment sold by POA up to 90% during the first 36 months after acquisition and a minimum guaranteed trade-in value of 10% thereafter.

GENERAL TERMS & CONDITIONS

- (1) Unless provided, the terms of sale are ten (10) days net. POA agrees to provide reasonable assistance to Customer in its efforts to finance the purchase or lease of the equipment and/or Service/Supply Commitment; however, Customer understands and acknowledges such financing cannot be guaranteed by POA. Customer shall be ultimately responsible for payment of the purchase price of equipment sold or leased. If not provided, the purchase price is the Manufacturer's Suggested Retail Price of the equipment and/or solutions plus the cost of any lease buyouts, delivery charges, installation charges, and the total Service/Supply Commitment.
- (2) If equipment is delivered to Customer before final payment, Customer shall grant to POA a security interest in the equipment and agrees to execute and deliver all documentation necessary to perfect such interest.
- (3) If customer defaults in the payment of the purchase price or any other obligation as provided herein, Customer agrees to pay to POA a service charge of 1.5% per month and all of POA's related attorney's fees and collection costs, even if no suit or action is filed.
- (4) The sales price herein includes the initial installation of the manufacturer's software onto Customer's computers. Prior to such installation, Customer shall perform and complete a system backup. POA shall not be liable for loss or damage of any kind to data or equipment as a result of the installation of the manufacturer's software. Customer shall be solely responsible for the cost of any cables or additional hardware required to connect equipment to a network. POA shall not be responsible for any updates or problems arising after the initial installation due to a change in Customer's computers and/or Network.
- (5) POA MFP Network Service solely provides coverage for services related to the connectivity between the covered equipment and the Customer's Network. MFP Network Service does not provide coverage for services for the Customer's Network itself.
- (6) **DISCLAIMER:** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, POA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EQUIPMENT IS SUBJECT TO A MANUFACTURER'S WARRANTY. UNDER NO CIRCUMSTANCES WILL POA BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.
- (7) Customer shall make arrangements to protect or remove sensitive and private data that may become stored on Customer's equipment. While POA may provide options for data removal and protection, Customer is solely responsible for selecting an appropriate data removal standard that meets Customer's business needs. POA is not recommending any particular option, and POA is not liable for damages arising from Customer's failure to fully remove and protect its data. Please note that regardless of which standard Customer chooses, Customer must return leased equipment in full working order at the end of any lease term.



PACIFIC OFFICE AUTOMATION

The Northwest's own, the nationally recognized copier company

Equipment Lease Agreement

Agreement # _____

EQUIPMENT		
Equipment Model & Description	Serial Number	Accessories
_____	_____	_____
_____	_____	_____
☐ See attached schedule for additional Equipment/Accessories		
Equipment Location (if different from Billing Address): _____		
SUPPLIER		PURCHASE OPTION AT END OF TERM
Pacific Office Automation (Branch 10)		☒ Fair Market Value
Name _____		
14747 NW Greenbrier Parkway		TRANSACTION TERMS
Address _____		
Beaverton	OR 97006	
City	State	Zip
YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.		
YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE GOVERNED BY THE LAWS OF OREGON. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN OREGON.		
TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.		
BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGE 2 OF THIS LEASE, AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.		
LESSOR ("We," "Us")		LESSEE ("You")
Pacific Office Automation, Inc.		Full Legal Name _____
By: _____		Billing Address _____
Name: Kayla Seibel		City _____ State _____ Zip _____
Title: Branch Administrative Manager		Contact Name _____ Phone _____ E-mail Address _____
Date: _____		By: X _____
		Name: _____
		Title: _____
		Date: _____
		Federal Tax ID: _____

Unconditional Personal Guaranty

In consideration of Lessor entering into the Lease in reliance on this guaranty, the undersigned unconditionally and irrevocably guarantees to Lessor, its successors and assigns, the prompt payment and performance of all existing and future obligations to Lessor, including the Lease. I agree that (a) this is a guaranty of payment and not of collection, and that Lessor can proceed directly against me personally without resorting to any security or seeking to collect from Lessee, (b) I waive all suretyship defenses including impairment of collateral, failure to properly perfect a security interest in the collateral, and all notices, including those of protest, presentment and demand, (c) Lessor may renew, extend or otherwise change the terms of the Lease without notice to me and I will be bound by such changes, and (d) I will pay all of Lessor's costs of enforcement and collection, including attorneys' fees. This guaranty survives the bankruptcy of Lessee and binds my administrators, successors and assigns. My obligations under this guaranty continue even if Lessee becomes insolvent or bankrupt or is discharged from bankruptcy and I agree not to seek to be repaid by Lessee in the event I must pay Lessor, until you have been paid all amounts owed. This guaranty shall be governed by the laws of Oregon. I consent to the personal jurisdiction and venue of federal and state courts in Oregon.

Printed Name: _____
Page 1 of 2

By: _____ Individually
POA 1216 (a) r12 11-13

RS152

ADDITIONAL TERMS AND CONDITIONS OF LEASE

1. **COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. **SECURITY DEPOSIT.** The Security Deposit will be held by us, without interest, and ~~may be commingled (unless otherwise required by law), until all obligations under this Lease are satisfied, and may be applied at our option against amounts due under this Lease. The Security Deposit will be returned to you upon termination of the Lease, provided you are not in default, or applied to the last Lease Payment or to the amount we may quote for any purchase or upgrade of the Equipment.~~

3. **LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. Lease Payments are due whether or not you are invoiced. ~~You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer/supplier.~~

4. **LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease. You agree, at our discretion, to either (1) reimburse us annually for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment, or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. You agree to pay us an administrative fee for the processing of taxes, assessments or fees which may be due and payable under this Lease. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including Insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

5. **LATE CHARGES.** For any payment which is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

6. **OWNERSHIP, USE, MAINTENANCE AND REPAIR.** We own the Equipment and you have the right to use the Equipment under the terms of this Lease. If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all of your obligations under this Lease. You hereby assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We hereby assign to you all our rights under any manufacturer or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on the front of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) **USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES;** (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (e) give us reasonable access to inspect the Equipment and its maintenance and other records.

7. **INDEMNITY.** You are responsible for all losses, damage, claims, infringement claims, injuries and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease, for acts or omissions which occurred during the Term of this Lease. You also agree that this Lease has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

8. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges for the item, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher) and (iii) the Fair Market Value of the Equipment. We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Lease, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us.

9. **INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. You have a choice

in how you satisfy these insurance requirements. You may obtain coverage on your own and provide us with evidence of insurance coverage. The policy must be issued by an insurance carrier rated B+ or better by A.M. Best Company, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide acceptable insurance within 30 days after the start of this Lease, we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease Term and any renewals as would be further described on a letter from us to you. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled at any time. In the event that we elect to obtain such insurance, you will be required to pay us an additional amount each Billing Period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance. We may make a profit on these programs.

10. **DEFAULT.** You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you or any Guarantor under any bankruptcy or insolvency law; or (c) you default under any other agreement with us.

11. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher) and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 12, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

12. **END OF TERM OPTIONS; RETURN OF EQUIPMENT.** If you are not in default, at least ~~60 days (but not more than 120 days)~~ prior to the end of the Term (or the Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to either (a) return all of the Equipment, or (b) purchase all of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value plus applicable sales and other taxes. ~~IF YOU FAIL TO PROVIDE US WITH SUCH 60 DAY PRIOR WRITTEN NOTICE, OR HAVING NOTIFIED US, YOU FAIL TO RETURN THE EQUIPMENT, THE TERM OF THIS LEASE SHALL AUTOMATICALLY RENEW FOR ONE ADDITIONAL TERM OF TWELVE (12) MONTHS (the "Renewal Term") and all of the provisions of this Lease shall continue to apply, including your obligation to remit Lease Payments and Lease Charges. If you are in default or you do not purchase the Equipment at the end of the Term (or the Renewal Term), you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications. You shall securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.~~

13. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Lease or sub-lease the Equipment, without our prior written consent. We may, without notifying you, (a) assign this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

14. **MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing to your (or our) business address. You represent that: (a) you have authority to enter into this Lease and by so doing you will not violate any law or agreement; and (b) this Lease is signed by your authorized officer or agent. This Lease is the entire agreement between us, and cannot be modified except by another document signed by us. This Lease is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our agent to: (a) obtain credit reports and make credit inquiries; (b) furnish payment history to credit reporting agencies; and (c) be your attorney-in-fact for the sole purpose of signing Uniform Commercial Code ("UCC") financing statements. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

30 Days X
Month-to-Month X

FISCAL FUNDING ADDENDUM

LESSEE	Full Legal Name _____	DBA Name (If Any) _____
	Billing Address _____	Phone Number _____
	City _____	County _____ State _____ Zip Code _____
	Lease Number _____	Lease Date _____

Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above - identified Lease until the end of Lessee's current appropriation periods. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), effective 60 days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

LESSEE SIGNATURE	Signature X _____ (MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)
	Print Name _____
	Title _____ Date _____
	Name of Government Entity _____

ACCEPTED BY LESSOR	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____

050EDOC098

EXHIBIT A
Equipment Replacement Plan

Building	Network Printer Name	Model #	Location	Monthly Black AMU Count	Black CPC Rate (A3)	Monthly Color AMU Count	Color CPC Rate (A3)	Monthly Black Expense	Monthly Color Expense	Lease or Owned	Lease #	Monthly Lease Expense
City Hall	CH-KM-HR	C258	HR - 2nd Floor	1,631	0.007	525	0.055	\$ 11.42	\$ 28.86	Lease	TBD	\$138.00
	CH-KM-CMgr-PCL (PS)	C258	City Mgr's Office	3,452	0.007	797	0.055	\$ 24.17	\$ 43.84	Lease	TBD	\$148.00
	CH-KM-RIM-PCL (PS)	C654e	OCR - 2nd Floor	3,194	0.007	3084	0.055	\$ 22.36	\$ 169.60	Lease	TBD	\$487.00
Ledding Library	LL-KM-PUBLIC	C308	Adult Library	2,070	0.007	1365	0.055	\$ 14.49	\$ 75.10	Lease	TBD	\$192.00
Public Safety	PS-KM-Records	C368	1st Floor Records	7,234	0.007	1945	0.055	\$ 50.64	\$ 106.97	Lease	TBD	\$197.00
	PS-KM-SQUAD	C368	MPD Squad Room	2,195	0.007	1868	0.055	\$ 15.37	\$ 102.74	Lease	TBD	\$232.00
		C258	Public Safety 2nd floor	2,527	0.007	1008	0.055	\$ 17.69	\$ 55.41	Lease	TBD	\$138.00
Johnson Creek - OPS	PW-OPS-Floor2-PCL	C258	2nd Floor OPS	945	0.007	822	0.055	\$ 6.61	\$ 45.19	Leased	TBD	\$136.00
	PW-KM-OPS-PCL (PS)	C368	1st Floor OPS	2,175	0.007	1793	0.055	\$ 15.23	\$ 98.59	Lease	TBD	\$232.00
Johnson Creek - Main	PW-PUB-BizHub	C368	Common Area	2,887	0.007	4130	0.055	\$ 20.21	\$ 227.14	Lease	TBD	\$195.00
	PW-PUB-BizHub-PS		Main Building									
	PW-KM-CopyRoom	C654e	Copy room	3,459	0.007	5039	0.055	\$ 24.21	\$ 277.16	Lease	TBD	\$505.00
TOTALS				31,771		22,374		\$ 222.40	\$ 1,230.60			\$2,600.00

Building	Network Printer Name	Model #	Location	Monthly Black AMU Count	Black CPC Rate (A4)	Monthly Color AMU Count	Color CPC Rate (A4)	Monthly Black Expense	Monthly Color Expense	Lease or Owned	Lease #	Monthly Lease Expense
City Hall	CH-KM-Payroll	N/A	Payroll on 1st Floor	567	0.0175		0.14	\$ 9.92	\$ -	Owned		
	CH-KM-FINANCE-PCL (PS)	N/A	Finance - 2nd Floor	-	0.0175		0.14	\$ -	\$ -	Owned		
	CH-KM-Reception	C3350	Main Reception 1st Floor	5,938	0.0175	214	0.14	\$ 103.92	\$ 29.90	Lease	TBD	\$47.00
	CH-LM-Chambers	N/A	Chambers 2nd Floor	66	0.0175		0.14	\$ 1.16	\$ -	Owned		
	CH-KM-Mayor	N/A	Mayor on 2nd Floor	-	0.0175		0.14	\$ -	\$ -	Owned		
		C3350 (HP M604DN to stay)	Front Desk	2,999	0.0175		0.14	\$ 52.48	\$ -	Lease	TBD	
				2,935	0.0175	978	0.14	\$ 51.36	\$ 136.87			\$47.00
Ledding Library	LL-KM-ADULTREF	N/A	Adult Reference Desk	-	0.0175		0.14	\$ -	\$ -	Owned		
		N/A	Ledding Library	306	0.0175		0.14	\$ 5.36	\$ -	Owned		
	LL-KM-WRKRM	C3350	Middle Workroom	1,006	0.0175	1140	0.14	\$ 17.60	\$ 159.53	Lease	TBD	\$47.00
	LL-KM-STAFF	C3350	Upstairs 2nd Floor	1,173	0.0175	427	0.14	\$ 20.53	\$ 59.80	Lease	TBD	\$47.00
Public Safety	PS-KM-CHIEF	N/A	Police Chief	69	0.0175		0.14	\$ 1.21	\$ -	Owned		
	PS-KM-ReportWrite	N/A	MPD Report Writing	-	0.0175		0.14	\$ -	\$ -	Owned		
	PS-KM-EOC	N/A	EOC	3	0.0175		0.14	\$ 0.06	\$ -	Owned		
		N/A		882	0.0175		0.14	\$ 15.44	\$ -	Owned		
	PS-KM-IST	N/A	IST- Director's Office	245	0.0175	5	0.14	\$ 4.29	\$ 0.65	Lease	TBD	\$0.00
	PS-KM-SGT	N/A	Sergeant's Offices	586	0.0175		0.14	\$ 10.26	\$ -	Owned		
	PS-KM-Admin	N/A	Jill Tate	-	0.0175		0.14	\$ -	\$ -	Owned		
	PS-KM-MPDEvidence	C3350	PSB - Evidence Room	22	0.0175	0	0.14	\$ 0.39	\$ 0.06	Lease	TBD	\$47.00
Johnson Creek - Fleet	PW-KM-FLEET	C3350	Fleet Office	225	0.0175	0	0.14	\$ 3.94	\$ -	Lease	TBD	\$47.00
Johnson Creek - Main	PW-BLDG-FAX	C3350	Permits	-	0.0175	0	0.14	\$ -	\$ -	Owned		
TOTALS				17,024		2,763		\$ 297.91	\$ 386.80			\$282.00

SUMMARY			VARIANCE (SAVINGS)
	CURRENT	PROPOSED	
Total Monthly Lease Expense:	3,350	2,882	(468)
A3 (Standalone) MFP Color Usage Expense	1,850	1,231	(619)
A3 (Standalone) MFP B&W Usage Expense	372	222	(150)
A4 (Desktop) Printer/MFP B&W Usage Expense	93	298	205
A4 (Desktop) Printer/MFP Color Usage Expense	387	387	0
Estimated Monthly Total:	6,052	5,020	(1,032)

Pacific Office Automation and City of Milwaukee -
Image Management and Equipment Lease Agreement

 CITY OF MILWAUKIE
COUNCIL STAFF REPORT

To: Mayor and City Council
Through: Ann Ober, City Manager
Reviewed: Charles Eaton, P.E., Engineering Director
From: Sheri Markwardt, P.E., Civil Engineer

Date: May 4, 2017 for May 16, 2017

Subject: **Washington Street Storm Pipe Replacement Consultant Selection**

ACTION REQUESTED

Acting as the Local Contract Review Board, approve the selection process to determine the most qualified engineering design team to provide engineering services to the City for the replacement and upgrades to the Washington Street storm system. Further, authorize the City Manager or her designee to enter negotiations on compensation and scope of services with the most qualified firm. If an agreement cannot be reached with the most qualified engineering design team, staff will enter negotiations with the next most qualified firm until an agreement is reached with a firm, in accordance with Public Contract Rule (PCR) 70.015C.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

The Washington Street Storm Pipe Replacement project was first adopted by City Council in the 2001-2004 Capital Improvement Plan (CIP) and again in the 2003-2007 CIP.

The 2004 Stormwater Master Plan adopted by City Council continued to identify the need for the project due to projected flooding during a 10-year storm event. And the project was included in the 2004-2008 CIP and the 2005-2009 CIP, adopted by City Council.

The 2014 Stormwater Master Plan, adopted by City Council on October 1, 2013 includes the current project identified as Washington Street Pipe Capacity (project 6-1) and Washington Street Green Streets (project 6-2). The combined Washington Street Storm Pipe Replacement project is included in the current 2017-2022 CIP adopted by City Council with the 2017-2018 Biennium Budget.

ANALYSIS

On February 10, 2017, staff solicited proposals for engineering services, in accordance with PCR 70.015 of the City of Milwaukie Contracting Rules.

On April 6, 2017, Request for Qualifications for the project were received from six different engineering firms.

- AKS Engineering & Forestry
- Cardno
- Century West Engineering
- Environmental Science & Assessment (ESA)
- Kennedy/Jenks Consultants
- Wallis Engineering

The proposals were reviewed by the selection committee and the top four proposals (in alphabetic order) were invited for an interview on April 26 and 27.

- AKS Engineering & Forestry
- Cardno
- ESA
- Kennedy/Jenks Consultants

The review criteria listed in the RFQ was as follows.

- Proposal submitted on time
- Introductory letter
- Team capacity and relevant experience
- Project understanding
- Project approach
- Proposed project schedule
- Past projects
- Overall quality and conformance with RFP requirements
- Interview and presentation

The selection committee selected ESA as the most qualified based on the written material and the interview elevations.

Staff will request a cost proposal from the most qualified firm and negotiate a final scope of work and cost proposal. If agreement cannot be reached, the City will enter negotiations with the next most qualified consultant until an agreement is reached and a contract is executed in conformance with PCR 70.015.

BUDGET IMPACTS

Project is funded through the City's Stormwater Fund within the FY2017-2018 budget. No additional budget impacts are anticipated.

WORKLOAD IMPACTS

Once selected, the engineering design team will be working closely with the engineering department throughout the design process. Staffing levels have already been taken into consideration and accounted for.

COORDINATION, CONCURRENCE, OR DISSENT

The Public Works department was on the review committee and concurred with the decision.

STAFF RECOMMENDATION

The selection committee recommends that City Council, acting as the Local Contract Review Board, approve ESA as the most qualified consultant based on the written material and the interview elevations and authorize the City Manager or her designee to negotiate a contract and scope of services.

ALTERNATIVES

1. Reject the selected firm and proceed to the next most qualified consultant.
2. Reject all firms.

ATTACHMENTS

1. Resolution
2. Project Fact Sheets



CITY OF MILWAUKIE

COUNCIL **RESOLUTION No.**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO ENTER NEGOTIATIONS ON COMPENSATION AND SCOPE OF SERVICES WITH THE SELECTED ENGINEERING FIRM FOR THE WASHINGTON STREET STORM REPLACEMENT PROJECT.

WHEREAS, the City of Milwaukie 2014 Master Stormwater Plan, identified the existing storm system in Washington Street as under capacity and without water quality treatment; and

WHEREAS, the projects needed to address stormwater quality and quantity were included in the 2017-2022 Capital Improvement Plan adopted by City Council; and

WHEREAS, it is in the City of Milwaukie's best interest to contract out the engineering services for the design; and

WHEREAS, a formal competitive Request for Qualifications process following Public Contract Rule 70.015; and

WHEREAS, Environmental Science Associates (ESA) is recommended as the most qualified firm for the project.

Now, Therefore, be it Resolved that the City Council, acting as the Local Contract Review Board, authorizes the City Manager or her designee to negotiate a contract for engineering services to the most qualified candidate in accordance with Chapter 70.015C of the City's Public Contracting Rules.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Mark Gamba, Mayor

ATTEST:

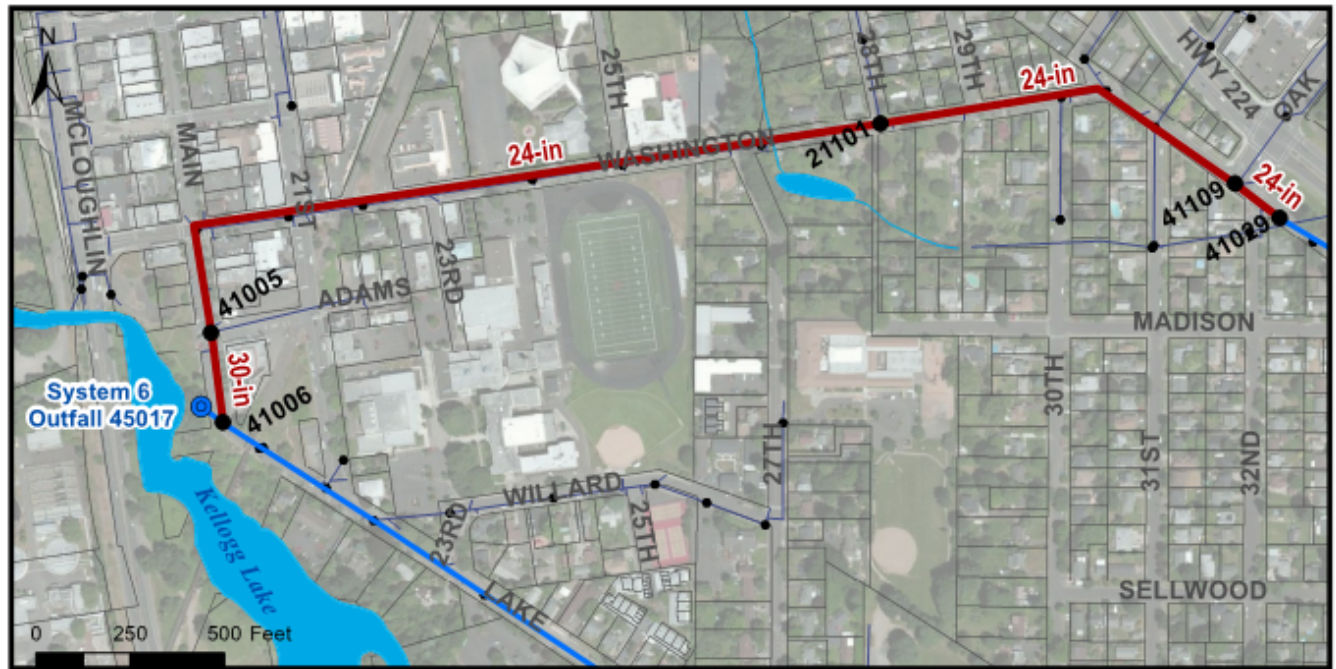
APPROVED AS TO FORM:
Jordan Ramis PC

Scott S. Stauffer, City Recorder

City Attorney

Capital Project Fact Sheet
Project Name: Washington Street

Priority Ranking No. 12



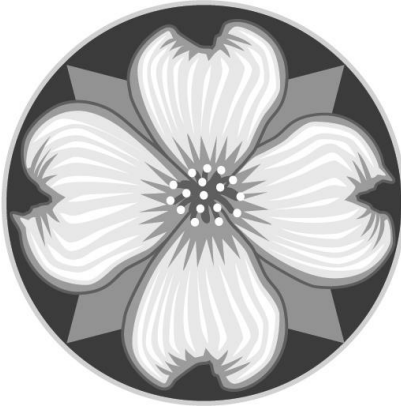
Project Name	Washington Street
Project ID	6-1
Modeled System No.	6
Associated Subbasins	KC10, KC30, KC40, KC50, KC60
Associated Modeled Pipes/ Conduits	KC30b (41029_41109), KC30a (41109_21101) KC10b (21101_41005), KC10a (41105_41006)
Objective(s) Addressed	Flood Control – Pipe Capacity Deficiency
Project Description	
The 21-in pipe KC10a on Main Street near Kellogg Lake and the 18-in pipes KC10b and KC30a along Washington Street are under capacity, which is causing predicted flooding along Washington Street between Main Street and Hwy 224 during the 10 and 25-yr existing and future land use scenarios. This CIP includes replacement of 239-ft of existing 21-in concrete pipe with 30-in pipe along KC10a from manhole 41005 to 41006. This CIP also includes replacement of 3,312 feet of existing 18-in concrete pipe with 24-in concrete pipe along KC10b from manhole 41109 to 41005 and KC30a from manhole 41029 to 41005.	
Estimated Planning Cost (2012 dollars)	
Construction Cost Sub-total (See Appendix X for details)	\$1,156,400
Construction Contingency (30%)	\$347,000
Sub-total	\$1,503,400
Engineering and Permitting (15%)	\$225,500
Construction Administration (5%)	\$75,200
Capital Project Implementation Cost Total	\$1,804,100
Existing to Future % Flow Increase¹	17%
Design Assumptions	
A segment of this CIP will be installed by Trimet during the construction of the max light rail line between 21st and 25th along Washington Street. However, funding of this segment is still in progress and was included in the cost estimate for this CIP.	

1. Existing to future percent flow increase is based on the 25-year percent flow increase from the contributing drainage area between the existing and future land use scenarios. This value is used to assign a dollar value to the portion of this CIP which can be attributed to growth.



Project Name	Washington Green Streets
Project ID	6-2
Modeled System No.	6
Associated Subbasins	KC30, KC40, KC50, KC60
Associated Modeled Pipes/ Conduits	KC30b (41029_41109), KC30a (41109_21101) KC10b (21101_41005), KC10a (41105_41006)
Objective(s) Addressed	Water Quality
Project Description	
The contributing area from Washington Street is a high pollutant load generating area. Currently, the Trimet Light Rail Project is installing green street features to provide water quality treatment from Main to 23rd along Washington Street. This CIP includes an extension of the green street features being installed by Trimet, from 23rd to Oak along Washington Street. The installation of CIP 6-1 will involve pipe replacement and repaving a portion of Washington Street, which provides an opportunity to complete green street features while the pipe replacement construction is occurring.	
Estimated Planning Cost (2012 dollars)	
Construction Cost Sub-total (See Appendix X for details)	\$271,200
Construction Contingency (30%)	\$81,400
Sub-total	\$352,600
Engineering and Permitting (40%)	\$141,100
Construction Administration (5%)	\$17,600
Capital Project Implementation Cost Total	\$511,300
Existing to Future % Flow Increase¹	Not applicable
Design Assumptions	
The cost of this CIP may be reduced if construction is completed in conjunction with CIP 6-1. Potential efficiencies include mobilization/ demobilization, traffic control, pipe connections, and erosion control costs.	

1. Existing to future percent flow increase is based on the 25-year percent flow increase from the contributing drainage area between the existing and future land use scenarios. This value is used to assign a dollar value to the portion of this CIP which can be attributed to growth.



RS Agenda Item

4

Audience Participation

13182 SE Pennywood Court
Milwaukie, OR 97222
May 16, 2017

Ms. Wilda Parks, City Councilor
Milwaukie City Hall
Milwaukie, OR 97222

RE: PREPOSED 92 UNIT DEVELOPMENT HWY 224/SE RUSK ROAD

Dear Ms. Parks,

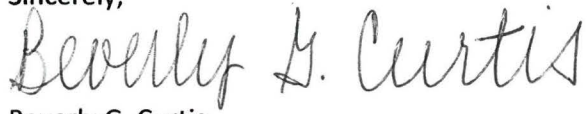
I write today as a concerned citizen of the City of Milwaukie. I understand that you are in favor of additional housing units being developed within our city limits. Please consider the impact of the proposed development as it relates to the livability of Milwaukie. My concerns are listed below:

1. The portion of the proposed development identified as a building that will consist of units 33-44 falls into the area with the greatest concentration of Oregon White Oaks. The existing trees offer storm water management and erosion control. Additionally, they are an important food source for native birds, squirrels, and deer. The trees are host to lichen and insects (See attached articles from Portland State University/Oregon Historical Society and Forests for Oregon Spring 2007). Under the Oregon White Oaks are camas plants. Camas grows in wet areas including floodplains and streamside areas. The trees and plants are exceedingly important in controlling flooding in the area.
2. Impact of additional traffic: If 92 units are built at the proposed project, the high number of vehicles accessing SE Rusk Road and Hwy 224 will create significant impact to these roads. Just recently I left a meeting at the Milwaukie Center at 4:00 pm on a Saturday and noted that there were traffic issues getting onto both SE Rusk Road and Hwy 224. Assuming that each proposed unit will have 1.5 vehicles, approximately 150 additional vehicles per day will be added to the congestion issues already in place. I would speculate that the majority of the additional vehicles would be using the area during peak travel times. It is important to know if the recent traffic studies occurred during a week with normal traffic issues (example, not during spring break when there would be fewer vehicles on the road).
3. Impact of increased school populations: Is there a study showing how the increased school populations will be dealt with? Will students be absorbed into existing schools or does school(s) need to be built/renovated to handle the increased population?
4. Earlier this spring, the City of Milwaukie became a Tree City USA. According to the city's website, the benefits of being a Tree City USA states "Reduces costs for energy, storm water management and erosion control", and "Storm water runoff can be reduced by tree canopies by as much as 65 percent, reducing flooding and the need for expensive facilities." After receiving the designation as a Tree City USA, does it make sense to remove a large number of slow growing Oregon White Oaks?

5. I have heard that due to flooding issues, some homes across Hwy 224 to the N have been purchased by the State of Oregon in order to deal with water issues. Does it make sense to remove housing to deal with water issues and then remove existing trees which help mitigate water issues?

I do recognize the need for additional housing in the City of Milwaukie. However, rather than the proposed 92 unit project discussed above, I ask that you seriously consider approving just 80 homes on the site and allowing the 18-20 Oregon White Oak Trees and the underlying camas to remain. Thank you for your consideration.

Sincerely,

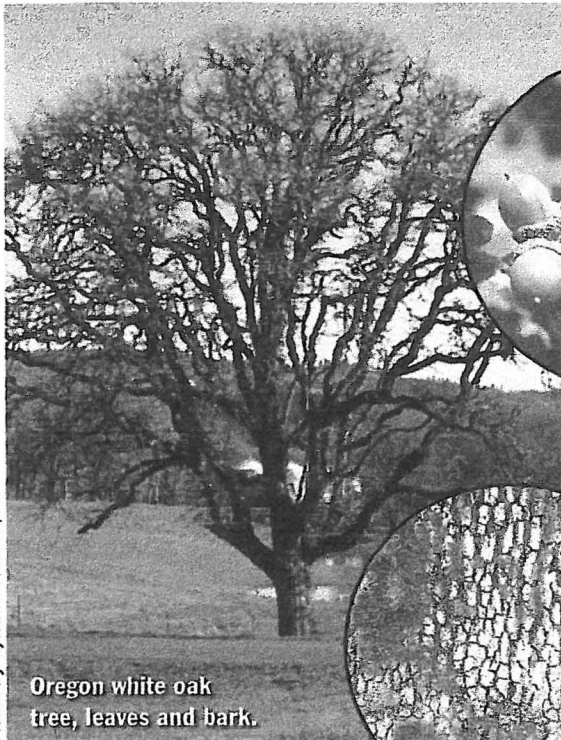
A handwritten signature in cursive script that reads "Beverly G. Curtis". The ink is dark and the signature is fluid.

Beverly G. Curtis

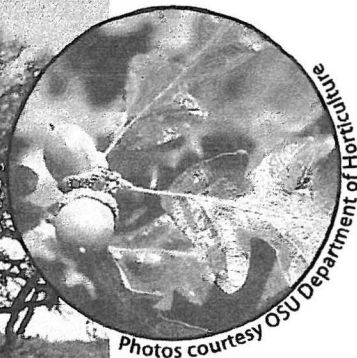
503-303-7828, bgc8030@comcast.net

Encl.

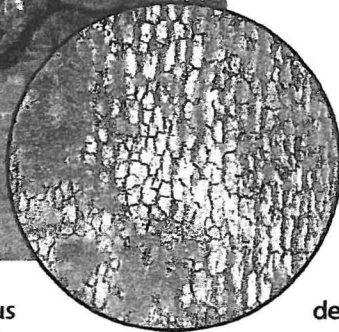
Photo by Cynthia Orlando, ODF



Oregon white oak tree, leaves and bark.



Photos courtesy OSU Department of Horticulture



What's so special about Oregon White Oaks?

Cynthia Orlando, Public Affairs Specialist

The Oregon white oak (*Quercus garryana*) is an attractive deciduous hardwood tree native to Oregon, found as far north as British Columbia and as far south as southern California. These lovely hardwoods seem able to withstand both lengthy flooding and drought, and are most common on sites that are either too exposed or too dry for other tree species.

During the 1800's oak savanna was a common sight in the Willamette Valley. Mature oaks provided an abundance of food for the Kalapuya Indians, who used the tree's acorns to make acorn meal. Its large acorns mature in one season, ripening from late August to November.

Although it can reproduce in its own shade, Oregon white oak will die after overtopping by Douglas-fir. Oregon's periodic summer wildfires and the burning practices of the Kalapuya created white oaks that were mostly open-grown, individual trees. However, with the arrival of European settlers and the suppression of most naturally occurring fires, conifers (evergreen trees) like Douglas-fir began to naturally encroach upon the oaks.

It's now estimated that more than 99 percent of pre-settlement prairies and savannas in Oregon have been converted to urban areas, farms, and other

developments. In addition to urban development, yet another challenge to this native tree is the spread of invasive plant species. In order to germinate, its seeds need to be kept moist in soil or under leaf litter. Unfortunately, invasive, non-native plants like Scotch broom and Himalayan blackberry reduce the survival and growth rate of oak seedlings.

What's in a name?

The Oregon white oak's scientific name, *Quercus garryana*, was chosen to honor Nicholas Garry, who served as deputy governor and as a board member of the Hudson Bay Company. In the early 1800's the Hudson Bay Company served as a center of the fur trade in the vicinity of Winnipeg, Man. Canada. Garry was known for his tactful and diplomatic fur trade dealings with both whites and Natives alike.

Oregon white oak can also sprout from cut stumps and root collars, and their roots also go deeper than many other tree types. A deep taproot and well-developed lateral roots serve to make them very wind firm, even in wet areas.

In the wood products industry, Oregon white oak's strong, hard, and attractive wood is sometimes used for flooring and other wood products. It has

also been used for furniture, chairs, and wine barrels, and is also frequently used for firewood.

Worth the wait

Generally speaking, Oregon white oaks grow slowly in both height and diameter. Unfortunately, park managers and homeowners don't plant Oregon white oak for landscaping because of its reputation as a slow grower. That's a shame, as this tree really has a lot to offer.

Valuable real estate?

Ask birds, wildlife.

An important aspect about all native plants and trees in general is their ability to provide much-needed habitat for wildlife. Diversity of bird species is often higher in oak forests than in adjacent conifer forests. Oregon white oaks provide favorable habitat to a number of important wildlife types, including the western gray squirrel, which is listed as threatened in Washington and sensitive in Oregon - and to many birds, including dark-eyed juncos, goldfinches, nuthatches, wild turkeys, and acorn and pileated woodpeckers.

Enjoy, appreciate, grow and cultivate these important Oregon natives at every opportunity. 🌱

Oregon white oak

SHARE (http://www.addthis.com/bookmark.php?v=300&pubid=ra-534d64876fa5a7b6)

PDF (/articles/oregon_white_oak/pdf/)

Oregon white oak, *Quercus garryana*, grows along the Pacific Coast from southern California north through the interior valleys of western Oregon and the Puget Sound Lowland to southwest British Columbia, where it is called Garry oak. It also grows in the Columbia River (/articles/columbia_river/) Gorge, in eastern Oregon, and along the Columbia River to the east slopes of the Cascade Mountains in Washington.

David Douglas named the tree in honor of Nicholas Garry, secretary and later deputy governor of the Hudson's Bay Company (/articles/hudson_s_bay_company/), who was helpful to Douglas when he was in western North America in 1826 looking for native plants suitable for horticultural introduction in Great Britain. The specimen on which Douglas based the name is from a tree "on the plains near Fort Vancouver (/articles/fort_vancouver/)," the Hudson's Bay Company post along the Columbia River.

The Oregon white oak is one of two species of native deciduous oaks in Oregon. The other, California black oak, *Q. kelloggii*, grows from southern California to as far north as Lane County. It grows in moister sites than white oak, which requires drier conditions where competition with other species, such as conifers, is somewhat reduced.

✓ Oregon white oak varies in stature, from low shrubby Brewer's oak, *Q. garryana* var. *breweriana*, to tall, slender, crowded trees, known as forest-form oaks; to occasional isolated specimens with short, wide trunks and broad, sweeping limbs, known as savanna-form oaks. On prime sites, trees might reach three to four feet in diameter and be more than sixty feet tall.

The largest known tree, found in California, is eight feet in diameter and 120 feet tall. One 27-inch diameter trunk was 251 years old; larger trees may exceed 400 years. Establishing the age of trees is sometimes difficult because older trees are often hollow, with annual rings in the trees' center missing.

When David Douglas first came across the oaks, they were part of the vast woodland savannas of the Puget Sound Lowland and the Willamette Valley (/articles/willamette_valley/). He was among the first to record how Native Americans burned the savannas to keep the area open for hunting and to enhance the growth of edible herbaceous plants, such as camas, and the collection of wasp nests whose larvae people roasted and ate.

Regular, light burns kept down competition from encroaching conifers and their own seedlings, resulted in widely scattered old savanna-form oaks. When European settlers arrived in the region, the fires were no longer set, allowing young trees to form forest-like thickets of tall spindly trees. Other factors include the disappearance of acorn-eating grizzly bears. The introduction of the alien wild turkey in the 1970s will likely have the same effect on oak recruitment.

✓ The acorns are an important food source for many native animal species: birds such as western scrub jays, *Aphelocoma californica*, Steller's jays, *Cyanocitta stelleri*, acorn woodpeckers, *Melanerpes formicivorus*, and Lewis woodpeckers, *Melanerpes lewis*, and mammals such as black-tail deer, *Odocoileus hemionus columbianus*, and western gray squirrels, *Sciurus griseus*. Older trees, with hollow trunks and limbs, provide good nesting sites for wildlife.

✓ Oregon white oak is host to six different gall-forming insect parasites and a mistletoe, *Phoradendron villosum*, often sought after as a winter solstice and Christmas decoration. Speckled galls are round, thin-walled, hollow ping-pong-ball-sized structures on leaves that make a delightful popping sound when stepped on; and the tannin-laden tissues of the large, dark, oval- or kidney-shaped bullet galls on twigs and branches can be used to make ink.

✓ In the fall, after leaves have fallen, the trees take on a ghostly gray appearance when their lichen epiphytes are visible. Oregon white oaks in the Willamette Valley have over one hundred lichen species that grow on trunks, branches, and twigs.

Native Americans used the acorns as a staple food source, eaten raw, or roasted, dried, cooked as a mush, soup, or bread, usually after treating acorns to remove the bitter tannins, a labor-intensive process. In the past, the oak was logged for its hard, strong, and close-grained wood, for use in ship-building, furniture, cabinetwork, and interior finishing. White oak also was used as durable fence posts because of the heartwood's rot resistance and its splitability, as demonstrated by a hundred-year-old fencepost near Eugene. Sadly, it also makes excellent firewood.

✓ Because of these factors plus land clearing for agriculture, urban development, fire protection, and similar modern activities, Oregon white oak habitat, specifically the savannas, has been lost throughout much of its range. Oregon must undertake serious conservation and restoration efforts if it wants to continue to enjoy the aesthetic and ecological benefits this species and its ecosystem provide.

Author

Frank A. Lang

Further Reading

Arno, S.F. and R.P. Hammerly. *Northwest Trees: identifying and understanding our native trees*. Revised Ed. Seattle: Mountaineers, 2007.

Jensen, E.C., and C.R. Ross. *Trees to Know in Oregon*. 1999. Reprint, Corvallis: Oregon State University Extension Service, 2005.

Moerman D.E. *Native American Ethnobotany*. Portland, Ore.: Timber Press, 1998.

Historical Records from the Oregon History Project



David Douglas (1799-1834) (/oregonhistoryproject.org/articles/historical-records/david-douglas-1799-1834/)

In early 1824, explorer and botanist David Douglas...

(/oregonhistoryproject.org/articles/historical-records/david-douglas-1799-1834/)

Published on *City of Milwaukie Oregon Official Website* (<https://www.milwaukieoregon.gov>)

[Home](#) > [Printer-friendly](#) > Tree City USA

Tree City USA



[1]

Milwaukie became a Tree City USA in April 2017. Tree City USA is a national program that provides the framework for community forestry management for cities across America.

Benefits of being a Tree City USA:

- ✓ • **Reduces costs for energy, stormwater management and erosion control.** Trees yield 3–5 times their cost in overall benefits to the city.
- **Boosts property values across the community.** Properly placed trees can increase property values from 7–20%. Buildings in wooded areas also rent more quickly.
- **Builds stronger ties to neighborhood and community.** Trees and green spaces directly correlate to greater connections to neighbors.

To achieve Tree City USA status, a city must maintain a tree board or department, have a community tree ordinance, spend at least \$2 per capita on urban forestry and celebrate Arbor Day.

Community Trees

A modest investment in community trees has a big payback. Studies show that for every dollar invested, there is often a four or five dollar annual return in environmental services. Green infrastructure is also the only part of a city's infrastructure that actually appreciates in value over time.

- Trees clean the air, absorbing pollutants that trigger asthma attacks and other health problems.
- Trees absorb carbon dioxide and provide life-giving oxygen.
- Shade from trees cools the urban landscape.
- Water vapor given off through transpiration adds to the cooling influence of trees.
- ✓ • **Stormwater runoff can be reduced by tree canopies by as much as 65 percent, reducing flooding and the need for expensive facilities.**

Public Health

Research has consistently shown the positive impact trees have on people, including worker satisfaction, students' ability to concentrate, faster healing time for hospital patients, and lower blood pressure among senior citizens. Their presence has even been found to reduce crime by providing inviting places that promote positive social interaction. In summary, the growing volume of research says that trees:

- Facilitate mental restoration.
- Reduce depression, anger, anxiety, mental fatigue, and stress.
- Focus attention and improve concentration.
- Encourage healthful, outdoor activity for the young and old

Source URL: <https://www.milwaukieoregon.gov/parkssustainability/tree-city-usa>



**Regular Session
Agenda Item No.**

6

Other Business

 CITY OF MILWAUKIE
COUNCIL STAFF REPORT

To: Mayor and City Council
Through: Ann Ober, City Manager
Reviewed: Alma Flores, Community Development Director and Denny Egner, Planning Director
From: David Levitan, Senior Planner

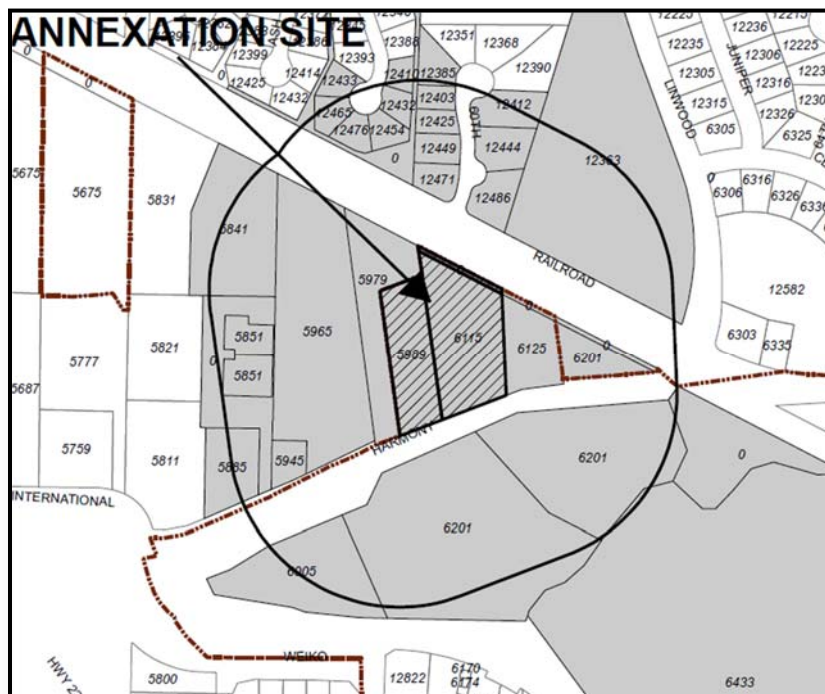
Date: May 16, 2017

Subject: **Expedited Annexation of 5989 and 6115 SE Harmony Road**

ACTION REQUESTED

Approve application A-2017-001, an expedited annexation petition, and adopt the attached ordinance and associated findings in support of approval (Attachment 1). Approval of this application would result in the following actions:

- Annexation of 5989 SE Harmony Road (Tax Map 1S2E31D, Lot 02100) and 6115 SE Harmony Road (Tax Map 1S2E31D, Lots 02200 and 02290), the "Annexation Property," into the City.
- Application of a Medium Density Residential Comprehensive Plan land use designation and a Residential (R-2) zoning designation to the Annexation Property.
- Amendments to the City's Comprehensive Plan Land Use Map and Zoning Map to reflect the City's new boundary and the Annexation Property's new land use and zoning designations.
- Withdrawal of the Annexation Property from the following urban service districts: Clackamas County Service District for Enhanced Law Enforcement and Streetlight Service District.



HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

May 2016: The City held a pre-application meeting on May 26, 2016 with the annexation property owner to discuss a proposed 15-unit apartment building at 6115 SE Harmony Road, which would be accessed via the driveway for the property owner's existing apartment complex at 5989 SE Harmony Road. City staff informed the property owner that per MMC Table 19.1104.1.E, the expedited annexation process would assign a City zoning designation of R-5 and a Comprehensive Plan land use designation of Moderate density residential to correspond with the County's MR-1 zoning designation.

Because the R-5 zone does not allow apartment buildings, the property owner was informed that 6115 SE Harmony Road could not be annexed through the expedited annexation process if it were permitted and constructed prior to annexation, as it would be a non-conforming use. The property owner was told that he would need to go through the City's standard annexation process with a zone change (to R-2) and a Comprehensive Plan land use designation change (to Medium Density Residential). Alternately, the property owner was told that if the property received a zone change from Clackamas County to the County's MR-2 zone prior to annexation, the property could be annexed through the expedited process with a zoning and land use designation that permits apartment buildings (R-2 and Medium Density Residential, respectively).

July-October 2016: The property owner held a pre-application meeting with Clackamas County on July 20, 2016 to discuss the proposal for developing a 15-unit apartment building, which City staff attended. Following the county pre-application meeting, the City had several discussions with the property owner regarding the proposed annexation. The City informed the applicant that as part of the City's 2016 Development Code "Housekeeping" Amendments, it was proposing to amend Table 19.1104.1.E so that County properties with a MR-1 zoning designation would be assigned a City zoning designation of R-2 and a Comprehensive Plan land use designation of Medium Density Residential through the expedited annexation process. This change was approved on February 7, 2017, as detailed below.

City staff also informed the property owner that because the new apartment building at 6115 SE Harmony Road would be accessed via the driveway at 5989 SE Harmony Road, staff would only recommend approval of the annexation if both 5989 and 6115 SE Harmony Road were included in the annexation petition. The property owner initially disputed this requirement, but has since agreed to annex both 5989 and 6115 SE Harmony Road.

As part of the annexation application (Attachment 3), the property owner estimated that annexation of the existing apartment building at 5989 SE Harmony Road would increase his property taxes by approximately \$5,000 per year, and that he would be forced to pass those costs on to his tenants. Based on the property's current total levy rate (\$16.3162 per \$1,000 of total assessed value), staff has calculated that the annual property tax increase resulting from annexation of 5989 SE Harmony would be closer to \$2,000: \$3.37 more per \$1,000 of assessed value (\$602,514).

The applicant has requested that, "to offset the increased property taxes and tenant costs during the transition of 5989 SE Harmony Road into city limits, the applicant requests that City Council consider waiving a portion of the future System Development Charges (SDC's) for 6115 SE Harmony Road". Staff has informed the applicant that they are free to discuss this request at the May 16 Council meeting, but it will not be addressed as part of the annexation decision.

February 7, 2017: The City Council approved [Ordinance 2140](#), which amended Table 19.1104.1.E so that properties with a County zoning designation of MR-1 going through the expedited annexation process would be assigned a City zoning designation of R-2 and a Comprehensive Plan land use designation of Medium Density Residential. This change went into effect on March 7, 2017.

ANALYSIS

Annexation Petition

The petition is being processed as an expedited annexation at the request of the Annexation Property's owner. Under the expedited process, a City land use and zoning designation is automatically applied to the Annexation Property upon annexation. Any property that is within the UGMA and contiguous to the city boundary may apply for an expedited annexation so long as all property owners of the area to be annexed and at least 50% of registered voters within the area to be annexed consent to the annexation. Clackamas County has certified that these thresholds are met for the Annexation Property.

As set forth in Milwaukie Municipal Code (MMC) Table 19.1104.1.E, the expedited annexation process automatically assigns City land use and zoning designations to the Annexation Property based on the existing Clackamas County land use and zoning designations. The existing County Comprehensive Plan land use designation for the Annexation Property is Medium Density Resident (MDR), which corresponds to the City's Medium Density Residential Comprehensive Plan designation upon annexation. The current County zoning designation for the Annexation Property is Medium Density Residential (MR-1), which corresponds to a City zoning designation of R-2 upon annexation.

Pursuant to City, regional, and State regulations on expedited annexations, all necessary parties, interested persons, and residents and property owners within 400 feet of the site were notified of these proceedings, under MMC Subsection 19.1103.4.1.C. A public hearing is not required for an expedited annexation; however, Council must adopt an ordinance to implement the annexation.

Expedited Annexation Approval Criteria

Expedited annexations must meet the approval criteria of MMC Subsection 19.1102.3. Compliance with the applicable criteria is detailed in Attachment 1 (Exhibit A, Findings).

Utilities, Service Providers, and Service Districts

The City is authorized by ORS Section 222.120(5) to withdraw the Annexation Property from non-City service providers and districts upon annexation to the City. This allows for a more unified and efficient delivery of urban services to newly annexed property and is in keeping with the City's Comprehensive Plan policies relating to annexation.

- **Wastewater:** The Annexation Property is within the City's sewer service area and served via 8-in lines that have been extended to both 5989 and 6115 SE Harmony, connecting to the City's 15-in sewer line that runs along the northern edge of the properties. The new apartment building at 6115 SE Harmony will be required to pay a System Development Charge (SDC) to connect to the wastewater system.

- Water: The Annexation Property is currently served by the City through a 12-in City water line in Harmony Road adjacent to the Annexation Property. The new apartment building at 6115 SE Harmony will be required to pay a SDC to connect to the water system.
- Storm: The Annexation Property is not connected to a public stormwater system. Treatment and management of on-site stormwater will be required when new development occurs.
- Fire: The Annexation Property is currently served by Clackamas Fire District No. 1 and will continue to be served by this fire district upon annexation, since the entire City is within this district.
- Police: The Annexation Property is currently served by the Clackamas County Sheriff's Department and is within the Clackamas County Service District for Enhanced Law Enforcement, which provides additional police protection to the area. The City has its own police department, and this department can adequately serve the site. In order to avoid duplication of services, the site will be withdrawn from Clackamas County Service District for Enhanced Law Enforcement upon annexation to the City.
- Street Lights: The Annexation Property is within a special service district for street lights, and will be removed from the district upon its annexation into the City.
- Other Services: Planning, Building, Engineering, Code Enforcement, and other municipal services are available through the City and will be available to the site upon annexation. The Annexation Property will continue to receive services and remain within the boundaries of certain regional and county service providers, including TriMet, North Clackamas School District, Vector Control District, and North Clackamas Parks and Recreation District.

BUDGET IMPACTS

The annexation of the Annexation Property will have minimal to moderate fiscal impact on the City. As with most annexations of residential properties, the costs of providing governmental services will likely be off-set by the collection of property taxes. Per Clackamas County Assessor data, the total assessed value of the Annexation Property was \$756,974: \$602,514 for 5989 SE Harmony Road (the developed site) and \$154,460 for 6115 SE Harmony Road (the undeveloped site) Based on the latest property tax information available from the Clackamas County Rate Book for 2016 for adjacent City properties (\$19.69 per \$1,000 of assessed value), the total property taxes for the Annexation Property would be \$14,900. Based on the City's levy rate of \$4.12 per \$1,000 of assessed value, the City would receive approximately \$3,119 of this total. Upon construction of the proposed apartment building at 6115 SE Harmony, it is likely that these amounts would approximately double.

WORKLOAD IMPACTS

Work load impacts will be minimal and will likely include, but are not limited to, the following: utility billing, provision of general governmental services, and the setting up and maintenance of property records.

COORDINATION, CONCURRENCE, OR DISSENT

Concurrence

All City departments, necessary parties, interested persons, and residents and property owners within 400 feet of the Annexation Property were notified of these annexation proceedings as required by City, regional, and State regulations. The Linwood Neighborhood District Association and the Southgate Planning Association also received notice of the annexation petition and meeting.

The City did not receive comments from any necessary parties with objections to the proposed annexation.

STAFF RECOMMENDATION

Approve the application and adopt the ordinance and findings in support of approval.

ALTERNATIVES

The application is subject to Milwaukie Comprehensive Plan Chapter 6 City Growth and Governmental Relationships, Oregon Revised Statutes Chapter 222 City Boundary Changes, Metro Code Chapter 3.09 Local Government Boundary Changes, and MMC Chapter 19.1100 Annexations and Boundary Changes.

The City Council has two decision-making options:

1. Approve the application and adopt the ordinance and findings in support of approval.
2. Deny the application and adopt findings in support of denial.

ATTACHMENTS

1. Annexation Ordinance
 - Exhibit A. Findings in Support of Approval
 - Exhibit B. Legal Description and Tax Map
2. Annexation Site Map
3. Applicant's Annexation Application

 CITY OF MILWAUKIE
COUNCIL **ORDINANCE No.**

AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, ANNEXING TRACTS OF LAND IDENTIFIED AS TAX MAP 1S2E31D, LOTS 02100, 02200, AND 02290 AND LOCATED AT 5989 SE HARMONY ROAD AND 6115 SE HARMONY ROAD INTO THE CITY LIMITS OF THE CITY OF MILWAUKIE. (FILE #A-2017-001)

WHEREAS, the territory proposed for annexation is contiguous to the City's boundary and is within the City's urban growth management area; and

WHEREAS, the requirements of the Oregon Revised Statutes for initiation of the annexation were met by providing written consent from all owners of land in the territory proposed for annexation; and

WHEREAS, the requirements of the Oregon Revised Statutes for initiation of the annexation are further satisfied in that written consent from a majority of electors is not required given that there are no electors residing on the property; and

WHEREAS, the territory proposed for annexation lies within the territory of the Clackamas County Service District for Enhanced Law Enforcement; and

WHEREAS, the annexation and withdrawals are not contested by any necessary party; and

WHEREAS, the annexation will promote the timely, orderly, and economic provision of public facilities and services; and

WHEREAS, Table 19.1104.1.E of the Milwaukie Municipal Code provides for the automatic application of City zoning and Comprehensive Plan land use designations; and

WHEREAS, the City conducted a public meeting and mailed notice of the public meeting as required by law; and

WHEREAS, the City prepared and made available an annexation report that addressed all applicable criteria, and, upon consideration of such report, the City Council favors annexation of the tracts of land and withdrawal from all applicable districts based on findings and conclusions attached hereto as Exhibit A;

Now, Therefore, the City of Milwaukie does ordain as follows:

Section 1. The Findings in Support of Approval and attached as Exhibit A are hereby adopted.

Section 2. The tracts of land described and depicted in Exhibit B are hereby annexed to the City of Milwaukie.

Section 3. The tracts of land annexed by this ordinance and described in Section 2 are hereby withdrawn from the Clackamas County Service District for Enhanced Law Enforcement.

Section 4. The tracts of land annexed by this ordinance and described in Section 2 are hereby assigned a Comprehensive Plan land use designation of Medium Density Residential and a Municipal Code zoning designation of Residential zone R-2.

Section 5. The City shall immediately file a copy of this ordinance with Metro and other agencies required by Metro Code Chapter 3.09.030 and ORS 222.005 and

222.177. The annexation and withdrawal shall become effective upon filing of the annexation records with the Secretary of State as provided by ORS 222.180.

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

Scott S. Stauffer, City Recorder

City Attorney

EXHIBIT A**FINDINGS IN SUPPORT OF APPROVAL**

Based on the expedited annexation staff report for 5989 SE Harmony Road and 6115 SE Harmony Road., the “Annexation Property,” the Milwaukie City Council finds:

1. The Annexation Property consists of three tax lots comprising a total of 2.14 acres (Tax Map 1S2E31D, Lots 2100, 2200 and 2290). The Annexation Property is contiguous to the existing City limits via the adjacent property to the west (5979 SE Harmony Road) and the public right-of-way to the north (railroad tracks and SE Railroad Ave). The Annexation Property is within the regional urban growth boundary and is also within the City’s urban growth management area (UGMA).

The western portion of the Annexation Property (Lot 2100) is developed with an existing apartment building, and the eastern portion (Lots 2200 and 2290) are undeveloped. The surrounding area is a mix of residential, commercial, and industrial uses.
2. The property owner seeks annexation to the City to access City services for future development.
3. The annexation was initiated by the property owners with an application for annexation submitted to the City on February 21, 2017, and revised on March 20, 2017. It meets the requirements for initiation set forth in ORS 222.125, Metro Code Section 3.09.040, and Milwaukie Municipal Code (MMC) Subsection 19.1102.2.A.1.
4. The annexation petition was processed and public notice was provided in accordance with ORS Section 222.125, Metro Code Section 3.09.045, and MMC 19.1104.
5. The annexation petition is being processed as an expedited annexation at the request of the property owner. It meets the expedited annexation procedural requirements set forth in MMC 19.1104.
6. The expedited annexation process provides for automatic application of City Comprehensive Plan land use and zoning designations to the Annexation Property based on its existing Comprehensive Plan land use and zoning designations in the County. The existing County Comprehensive Plan land use designation for the Annexation Property is Medium Density Residential (MDR), which corresponds to the City’s Medium Density Residential Comprehensive Plan designation upon annexation. The current County zoning designation for the Annexation Property is Medium Density Residential (MR-1), which corresponds to a City’s R-2 zoning designation upon annexation.
7. The applicable City approval criteria for expedited annexations are contained in MMC 19.1102.3. They are listed below with findings in italics.
 - A. The subject site must be located within the City’s urban growth management area (UGMA);

The Annexation Property is within the City's UGMA.

- B. The subject site must be contiguous to the existing city limits;

The Annexation Property is contiguous to the existing city limits via the property to the west (5979 SE Harmony Road).

- C. The requirements of Oregon Revised Statutes for initiation of the annexation process must be met;

James and Annemie Williams, the two members for Harmony Park Apartments LLC and HPA 2 LLC, the owners of the Annexation Property, consented to the annexation by signing the petition. There is a total of eleven registered voters for the Annexation Property, and six of them signed the petition. As submitted, the annexation petition meets the Oregon Revised Statutes requirements for initiation pursuant to the "Consent of All Owners of Land" initiation method, which requires consent by all property owners and a majority of the electors, if any, residing in the Annexation Area.

- D. The proposal must be consistent with Milwaukie Comprehensive Plan Policies;

Chapter 6 of the Comprehensive Plan contains the City's annexation policies. Applicable annexation policies include: (1) delivery of City services to annexing areas where the City has adequate services and (2) requiring annexation in order to receive a City service. Future development of 6115 SE Harmony Road will require the provision of city services. As proposed, the annexation is consistent with Milwaukie Comprehensive Plan policies.

- E. The proposal must comply with the criteria of Metro Code Sections 3.09.045(d) and, if applicable, (e).

The annexation proposal is consistent with applicable Metro Code sections for expedited annexations as detailed in Finding 7.

8. Prior to approving an expedited annexation, the City must apply the provisions contained in Section 3.09.045.D of the Metro Code. They are listed below with findings in italics.

- A. Find that the change is consistent with expressly applicable provisions in:

- (1) Any applicable urban service agreement adopted pursuant to ORS 195.205;

There are no applicable urban service agreements adopted pursuant to ORS 195 in the area of the proposed annexation. The City has an UGMA agreement with Clackamas County that states that the City will take the lead in providing urban services in the area of the proposed annexation.

- (2) Any applicable annexation plan adopted pursuant to ORS 195.205;

There are no applicable annexation plans adopted pursuant to ORS 195 in the area of the proposed annexation.

- (3) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;

There are no applicable cooperative planning agreements adopted pursuant to ORS 195 in the area of the proposed annexation.

- (4) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services;

Clackamas County completed a North Clackamas Urban Area Public Facilities Plan in 1989 in compliance with Goal 11 of the Land Conservation and Development Commission for coordination of adequate public facilities and services. The City subsequently adopted this plan as an ancillary Comprehensive Plan document. The plan contains four elements:

- Sanitary Sewerage Services*
- Storm Drainage*
- Transportation Element*
- Water Systems*

The proposed annexation is consistent with the four elements of this plan as follows:

Sewer: *The City is the identified sewer service provider in the area of the proposed annexation and maintains a public sewer system that can adequately serve the Annexation Property.*

Storm: *The Annexation Property is not connected to a public storm water system. Treatment and management of on-site storm water will be required when new development occurs.*

Transportation: *The City may require public street improvements along the Annexation Property's frontage when new development occurs. Harmony Road is a county road and the City is not annexing the portions of Harmony Road adjacent to the Annexation Property as part of this application. Clackamas County will be involved in the discussion of site access when the property develops.*

Water: *The City is the identified water service provider in the area of the proposed annexation and maintains a public water system that can adequately serve the Annexation Property.*

- (5) Any applicable comprehensive plan.

The proposed annexation is consistent with the Milwaukie Comprehensive Plan, which is more fully described in Finding 6.

The Clackamas County Comprehensive Plan contains no specific language regarding City annexations. The comprehensive plans, however, contain the City-County UGMA agreement, which identifies the area of the proposed annexation as being within the City's UGMA. The UGMA agreement requires that the City notify the County of proposed annexations, which the City has done.

B. Consider whether the boundary change would:

- (1) Promote the timely, orderly, and economic provision of public facilities and services;

The City is the identified urban service provider in the area of the proposed annexation, and the proposed annexation will facilitate the timely, orderly, and economic provision of urban services to the Annexation Property.

The City has public water service in this area via SE Harmony Road and public sewer service via a line along the northern portion of the Annexation Property, south of the railroad tracks.

- (2) Affect the quality and quantity of urban services; and

The Annexation Property consists of three tax lots under the same ownership (the two LLC's have the same members). The western portion of the site is developed with an existing apartment building, and the eastern portion will be developed with an apartment building, which is a permitted use. Annexation of the site is not expected to affect the quality or quantity of urban services in this area, given the surrounding level of urban development and the existing level of urban service provision in this area.

- (3) Eliminate or avoid unnecessary duplication of facilities and services.

The Annexation Property will be served by the Milwaukie Police Department upon annexation. In order to avoid duplication of law enforcement services, the site will be withdrawn from the Clackamas County Service District for Enhanced Law Enforcement.

9. The City is authorized by ORS Section 222.120 (5) to withdraw annexed territory from non-City service providers and districts upon annexation of the territory to the City. This allows for more unified and efficient delivery of urban services to newly annexed properties and is in keeping with the City's Comprehensive Plan policies relating to annexation.

Wastewater: The Annexation Property is within the City's sewer service area and is served by City 8-in sewer lines that connect to a 15" main that runs along the northern portion of the property.

Water: The Annexation Property is currently serve by the City through a 12-in City water line in SE Harmony Road adjacent to the Annexation Property. The

new apartment building at 6115 SE Harmony Road will be required to pay a SDC to connect to the water system.

Storm: The Annexation Property is not connected to a public storm water system. Treatment and management of on-site storm water will be required when new development occurs.

Fire: The Annexation Property is currently served by Clackamas Fire District No. 1 and will continue to be served by this fire district upon annexation, since the entire City is within this district.

Police: The Annexation Property is currently served by the Clackamas County Sheriff's Department and is within the Clackamas County Service District for Enhanced Law Enforcement, which provides additional police protection to the area. The City has its own police department, and this department can adequately serve the site. In order to avoid duplication of services, the site will be withdrawn from Clackamas County Service District for Enhanced Law Enforcement upon annexation to the City.

Street Lights: The Annexation Property is currently within Clackamas County Service District No. 5 for Street Lights. The Annexation Property will be withdrawn from the District upon annexation.

Other Services: Planning, Building, Engineering, Code Enforcement, and other municipal services are available through the City and will be available to the site upon annexation. The Annexation Property will continue to receive services and remain within the boundaries of certain regional and county service providers, such as TriMet, North Clackamas School District, Vector Control District, and North Clackamas Parks and Recreation District.

EXHIBIT B

Annexation to the City of Milwaukie
LEGAL DESCRIPTION

Milwaukie Annexation File No. A-2017-001

Property Address: 5989 SE Harmony Road, Milwaukie OR 97222

Tax Lot Description: Tax Map 1S2E31D, Lot 02100

Legal Description: A tract of land situated in the northeast $\frac{1}{4}$ of Section 6, Township 2 South, Range 2 East of the Willamette Meridian, in Clackamas County, Oregon, being more particularly described as follows:

Commencing at the northeast corner of the John D. Garrett DLC. No. 61; thence S 27°27'25" W, 107.25 feet to the south right of way line of the Southern Pacific Railroad; thence along said south right of way line, N 62°32'35" W, 387.60 feet; thence leaving said south right of way line, S 06°52'00" E, 75.42 feet to the Point of Beginning of the tract herein described; thence S 06°52'00" E, 345.14 feet to the north right of way line of S.E. Harmony Road (Milwaukie-Foster Rd); thence along said north right of way line, S 66°27'55" W, 106.01 feet; thence leaving said north right of way line, N 06°53'37" W, 345.19 feet; thence N 66°30'52" E, 106.15 feet to the point of beginning.

Containing 0.81 Acres

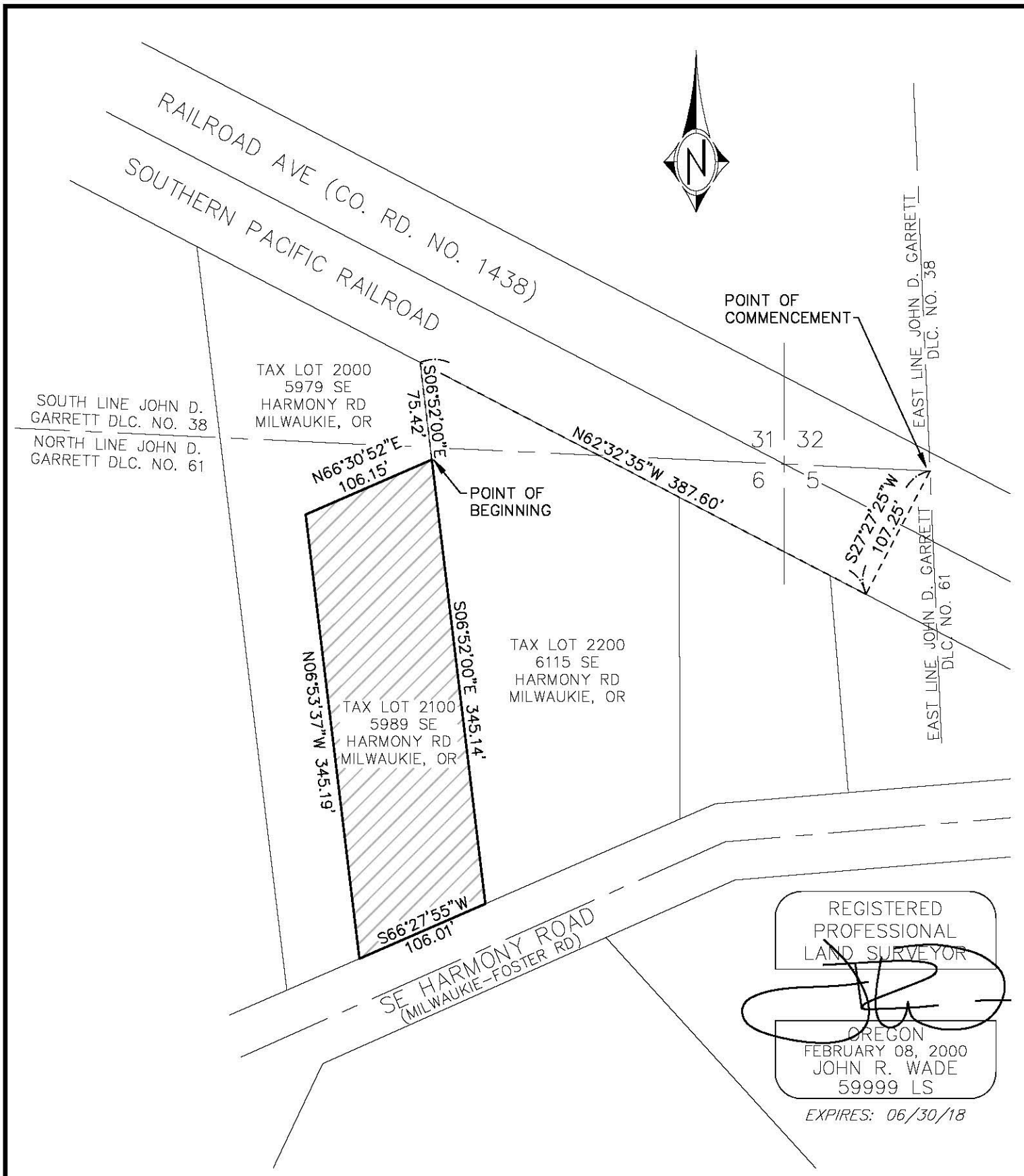
Property Address: 6115 SE Harmony Road, Milwaukie OR 97222

Tax Lot Description: Tax Map 1S2E31D, Lots 02200 and 02290

Legal Description: A tract of land situated in the northeast $\frac{1}{4}$ of Section 6, Township 2 South, Range 2 East of the Willamette Meridian, in Clackamas County, Oregon, being more particularly described as follows:

Commencing at the northeast corner of the John D. Garrett DLC. No. 61; thence S 27°27'25" W, 107.25 feet to the south right of way line of the Southern Pacific Railroad; thence along said south right of way line, N 62°32'35" W, 162.60 feet, to the Point of Beginning of the tract herein described; thence S 00°13'23" E, 248.32 feet to the north right of way line of S.E. Harmony Road (Milwaukie-Foster Rd); thence along said north right of way line, S 66°27'55" W, 163.98 feet; thence leaving said north right of way line, N 06°52'00" W, 420.56 feet to a point on the south right of way line of the Southern Pacific Railroad; thence along said south right of way line, S 62°32'35" E, 225.00 feet to the point of beginning.

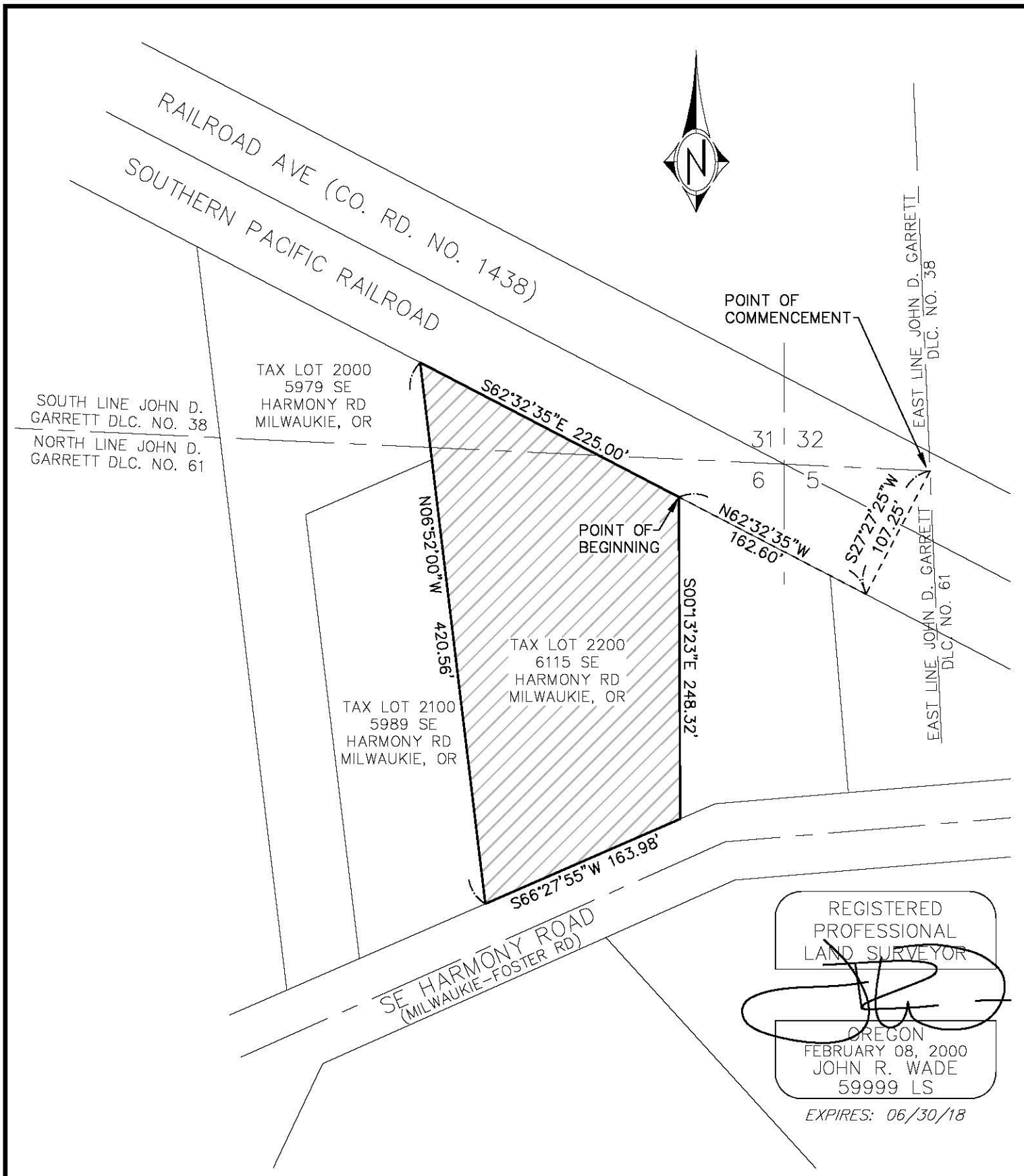
Containing 1.33 Acres



ANNEXATION EXHIBIT

A PORTION OF THE NORTHEAST 1/4 OF SECTION 6,
TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,
CLACKAMAS COUNTY, STATE OF OREGON

JOB NO: 998-187	DATE: 04/06/17	SCALE: 1"=100'	PREPARED FOR: ED WILLIAMS
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ANNEXATION EXHIBIT

A PORTION OF THE NORTHEAST 1/4 OF SECTION 6,
TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,
CLACKAMAS COUNTY, STATE OF OREGON

JOB NO:	DATE:	SCALE:	PREPARED FOR:
998-187	04/14/17	1"=100'	ED WILLIAMS

Legend

-  A-2017-001 Sites
 400 Foot Public Notice Boundary
 Milwaukie City Limits
 Properties Receiving Notice



0 85 170 340 510 680
 Feet

RS178

	PLANNING DEPARTMENT 6101 SE Johnson Creek Blvd Milwaukie OR 97206 PHONE: 503-786-7630 FAX: 503-774-8236 E-MAIL: planning@milwaukieoregon.gov WEB: www.milwaukieoregon.gov	Expedited Annexation Application
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RESPONSIBLE PARTIES:File #: A-2017-001

APPLICANT (owner or other eligible applicant): <u>HPA 2, LLC</u>	
Mailing address: <u>16479 SE OAK MEADOW CT, DAMASCUS, OR</u>	Zip: <u>97089</u>
Phone(s): <u>702-234-9961</u>	E-mail: <u>edwlv01@gmail.com</u>
APPLICANT'S REPRESENTATIVE (if different than above): <u>CASCADIA PLANNING + DEVELOPMENT SVCS.</u>	
Mailing address: <u>PO BOX 1920, SILVERTON, OR</u>	Zip: <u>97381</u>
Phone(s): <u>503-804-1089</u>	E-mail: <u>steve@cascadia.pd.com</u>

SITE INFORMATION:

Address(es): <u>5989 SE HARMONY ROAD</u> T.M. <u>162E31D</u>		Property size: <u>2.09 AC.</u>
Map & Tax Lot(s): <u>6115 SE HARMONY RD</u> T.L. <u>210042200</u>		
Existing County zoning: <u>MR-1</u>	Proposed City zoning: <u>R-2</u>	
Existing County land use designation: <u>MEDIUM DENSITY RESIDENTIAL</u>	Proposed City land use designation: <u>MEDIUM DENSITY RESIDENTIAL</u>	

PROPOSAL (describe briefly):

<u>EXPEDITED ANNEXATION FOR 5989 AND 6115 SE HARMONY ROAD AND CONSIDERATION FOR REDUCTION IN FUTURE SYSTEM DEVELOPMENT CHARGES FOR 6115 SE HARMONY ROAD</u>

LIST OF ALL CURRENT UTILITY PROVIDERS: (ONLY APPLIES TO 5989 SE HARMONY ROAD)
Check all that apply (do not list water or sewer service providers)

Cable, internet, and/or phone:	☒ Comcast	☐ CenturyLink (formerly Qwest)
Energy:	☒ PGE	☒ NW Natural Gas
Garbage hauler:	☒ Waste Management	☐ Mel Deines ☐ Hoodview Disposal and Recycling
	☐ Wichita Sanitary	☐ Oak Grove Disposal ☐ Clackamas Garbage
☐ Other (please list):		

SIGNATURE:

ATTEST: I am the property owner or I am eligible to initiate this application per Milwaukie Municipal Code (MMC) Subsection 19.1001.6.A. I have attached all owners' and voters' authorizations to submit this application. I understand that uses or structures that were not legally established in the County are not made legal upon annexation to the City. To the best of my knowledge, the information provided within this application package is complete and accurate.	
Submitted by: <u>[Signature]</u>	Date: <u>MARCH 13 2017</u>

CONTINUED ON REVERSE

THIS SECTION FOR OFFICE USE ONLY:

File #: A-2017-11 Fee: \$ 150.00 Receipt #: 12385 Rcd. by: DAC	Date stamp:
Associated application file #'s: N/A	RECEIVED MAR 20 2017 CITY OF MILWAUKEE PUBLIC WORKS
Neighborhood District Association(s): Harmay Road	
Notes (include discount if any):	

II. **BACKGROUND:**

The applicant, HPA 2 LLC, is requesting land use approval of an Expedited Annexation application to include 5989 and 6115 SE Harmony Road within the city limits of Milwaukie. The 2.09 +/- acre site consists of Tax Lots 2100, 2200, and 2290 of Tax Map 1S2E31D. The property owner of 5989 SE Harmony Road is Harmony Park Apartments, LLC and the parcel is currently developed with apartment units. HPA 2, LLC owns 6115 SE Harmony Road and this parcel is currently vacant. Currently, both properties are located in unincorporated Clackamas County and are zoned MR-1. With the City's recent Housekeeping Amendments, the parcels will be automatically assigned an R-2 Zoning Map designation and a Medium Density Residential Comprehensive Plan designation when brought into the city limits through the Expedited Annexation process.

The attached Existing Conditions Plan demonstrates that 6115 SE Harmony Road has been recently surveyed and the parcel slopes down from the north and south property lines towards the middle of the property (see Exhibit 5). This lowland area of the parcel contains Minthorn Creek and an associated wetland on the north side of the waterway. The topography of 5989 SE Harmony Road is similar to 6115 SE Harmony Road, however the southern portion of the parcel has been developed with a parking lot and apartment units. With the proposed annexation of the site, the natural resource areas on both properties will be added to the City's Natural Resource Administrative Map.

The subject site is currently located within the City's urban growth boundary and will have access to public and private utilities when annexed into the City of Milwaukie. The attached list of urban service districts and franchises indicate that 5989 SE Harmony Road is currently connected to public and private utilities (see Exhibits 12 and 13). With future development of 6115 SE Harmony Road, public water will be provided by extending a lateral from the existing main line within SE Harmony Road. Sanitary Sewer will be provided by connecting to the existing on-site manhole on the south site of Minthorn Creek. Stormwater will be managed by collecting stormwater from new impervious surfaces, treating it on-site, and then releasing it at the pre-development rate into Minthorn Creek. For private utility services, 6115 SE Harmony Road will use the same service providers as 5989 SE Harmony Road.

As demonstrated by the attached Vicinity Map and Existing Conditions Plan, transportation facilities are currently adequate to serve the site. The properties fronts SE Harmony Road, which is designated as an Arterial Street and is under Clackamas County jurisdiction. The attached Existing Conditions Plan identifies the location of the existing driveway serving 5989 SE Harmony Road. Due to intersection spacing standards for this roadway, shared access will likely be required for the subject site. The attached plan indicates that access for 6115 SE Harmony Road can be provided through an existing 20-ft. wide easement on 5989 SE Harmony Road.

This Applicant's Statement addresses applicable provisions of the Milwaukie Municipal Code and Milwaukie Comprehensive Plan. Copies of the signed Application Form, Property Deed, Expedited Annexation Petition, and other required exhibits have been attached to this narrative. The exhibits and narrative demonstrate that the submitted land use application meets the criteria for approval.

forth in subsections (D) and (E) of Section 3.09.045.

COMMENT:

Metro Code Subsections 3.09.045(D) and (E) pertain to City requirements when approving a boundary change through the expedited annexation process. As required, City Staff will prepare a Staff Report with findings that address these subsections.

C. MILWAUKIE COMPREHENSIVE PLAN

CHAPTER 6: CITY GROWTH AND GOVERNMENTAL RELATIONSHIPS

City Growth Element

Goal Statement: To identify the City's future planning and service area, establish the respective responsibilities for reviewing and coordinating land use regulations and actions within the area, and determine the most cost-effective means to provide the full range of urban services within the area.

COMMENT:

To review and coordinate the proposed annexation with urban service providers, the City requires a list of applicable service providers. As required, the applicant has attached a List of Current and Proposed Urban Service Provider Districts for the proposed annexation territory (see Exhibit 12). In addition, the applicant has attached a List of Current Urban Service Provider Franchises for the annexation territory (see Exhibit 13).

IV. SUMMARY AND CONCLUSIONS

As demonstrated by the attached list of urban service districts, 5989 SE Harmony Road is currently served by public utilities and future connections are only required for 6115 SE Harmony Road. In order for the applicant to connect to these public services, this property must be annexed into the city limits of Milwaukie. When discussing this proposal with the applicant, City Staff has indicated that it will only recommend annexation approval for 6115 SE Harmony Road if the applicant also petitions to annex 5989 SE Harmony Road. City Staff explained that this position is tied to the need to provide access to 6115 SE Harmony Road through an easement on 5989 SE Harmony Road. While access restriction on SE Harmony Road will likely require shared driveway for the properties, there are no Municipal Code provisions which require that access for annexed parcels be provided through a territory under City of Milwaukie jurisdiction. In fact, the City has routinely annexed properties which access roadways that are under Clackamas County jurisdiction and are located adjacent to Milwaukie's city limits.

It is important to note with this annexation request that 5989 SE Harmony Road is a fully developed property and is currently served by public facilities. Therefore, with the annexation of 5989 SE Harmony Road, the applicant will be faced with a significant increase in property taxes without the benefit of additional City services. It is estimated that property taxes for 5989 SE Harmony Road will increase by \$5,000 per year with the annexation. As an alternative to passing these additional property taxes on to the Harmony Park Apartment tenants, the applicant requests that City Council consider providing hardship relief for the new tax burden.

To offset the increased property taxes and tenant costs during the transition of 5989 SE Harmony Road into the city limits, the applicant requests that City Council consider to waive a portion of the future System Development Charges (SDCs) for SE 6115 Harmony Road. The applicant believes that it is reasonable to provide a reduction in future SDCs for 6115 SE Harmony Road equal to 5-10 years of additional property tax revenue for 5989 SE Harmony Road. This separate Council action for 6115 SE Harmony Road could occur by directing City Staff to prepare a development agreement or by adopting a Council resolution. The requested hardship relief will allow the applicant to gradually absorb the higher property taxes for the 5989 SE Harmony Road property while maintaining current rental rates for residents of the Harmony Park Apartments. In addition, by balancing the increased property taxes for 5989 SE Harmony Road with the future SDCs for 6115 SE Harmony Road, City Council can help facilitate the development of additional apartment units on the vacant parcel, directly addressing the City's declared housing emergency.

Based upon the findings of this Applicant's Statement and submitted exhibits, the applicant has demonstrated compliance with relevant sections of the Milwaukie Municipal Code, Metro Code, and Milwaukie Comprehensive Plan. Therefore, the applicant requests that the submitted application be approved.

**EXPEDITED ANNEXATION
PETITION OF OWNERS OF 100% OF LAND AREA
AND PETITION OF AT LEAST 50% OF REGISTERED VOTERS**

TO: The Council of the City of Milwaukie, Oregon

RE: Petition for Annexation to the City of Milwaukie, Oregon

We, the petitioners (listed on reverse), are property owners of and/or registered voters in the territory described below. We hereby petition for, and give our consent to, annexation of this territory to the City of Milwaukie.

This petition includes a request for the City to assign a zoning and land use designation to the territory that is based on the territory's current zoning designation in the County, pursuant to the City's expedited annexation process.

The territory to be annexed is described as follows:

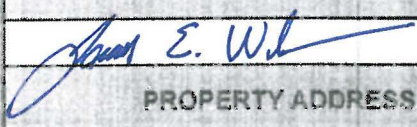
(Insert legal description below OR attach it as Exhibit "A")

SEE EXHIBIT 'A'

PETITION SIGNERS

NOTE: This petition may be signed by qualified persons even though they may not know their property description or voter precinct number.

SIGNATURE	PRINTED NAME	I AM A:*			DATE
		PO	RV	OV	
	JAMES E. Williams			X	
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	
5989 SE HARMONY ROAD	1S	2E	31D	2100	419

SIGNATURE	PRINTED NAME	I AM A:*			DATE
		PO	RV	OV	
	JAMES E. Williams			X	
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	
5989 SE HARMONY ROAD	1S	2E	31D	2100	419

SIGNATURE	PRINTED NAME	I AM A:*			DATE
		PO	RV	OV	
	Annemie Williams			X	
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	
	1S	2E	31D	2100	419

SIGNATURE	PRINTED NAME	I AM A:*			DATE
		PO	RV	OV	
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	

SIGNATURE	PRINTED NAME	I AM A:*			DATE
		PO	RV	OV	
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	

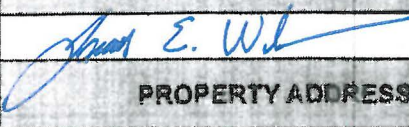
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		PO	RV	OV	
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	

*PO = Property Owner RV = Registered Voter OV = Owner and Registered Voter

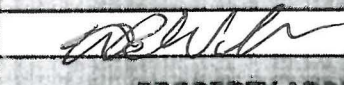
PETITION SIGNERS

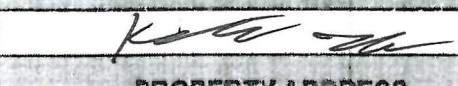
NOTE: This petition may be signed by qualified persons even though they may not know their property description or voter precinct number.

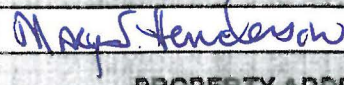
SIGNATURE	PRINTED NAME	I AM A:*			DATE
		PO	RV	OV	
	JAMES E. Williams			X	3/21/17
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	
5989 SE HARMONY ROAD	1S	2E	31D	2100	419

SIGNATURE	PRINTED NAME	I AM A:*			DATE
		PO	RV	OV	
	JAMES E. Williams			X	3/21/17
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	
5989 SE HARMONY ROAD	1S	2E	31D	2100	419

SIGNATURE	PRINTED NAME	I AM A:*			DATE
		PO	RV	OV	
	Annemie Williams			X	3/21/17
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	
5989 SE HARMONY ROAD	1S	2E	31D	2100	419

SIGNATURE	PRINTED NAME	I AM A:*			DATE
		PO	RV	OV	
	Doug Walker		X		3/21/17
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	
5989 SE HARMONY RD, #10	1S	2E	31D	2100	419

SIGNATURE	PRINTED NAME	I AM A:*			DATE
		PO	RV	OV	
	KEVIN NEU		X		3/21/17
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	
5989 SE HARMONY RD, #3	1S	2E	31D	2100	419

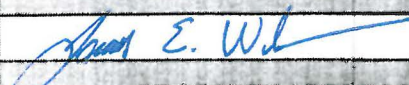
SIGNATURE	PRINTED NAME	I AM A:*			DATE
		PO	RV	OV	
	MARY S. HENDERSON		X		3/21/17
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	
5989 SE HARMONY RD, #11	1S	2E	31D	2100	419

*PO = Property Owner RV = Registered Voter OV = Owner and Registered Voter

PETITION SIGNERS

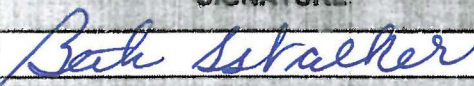
NOTE: This petition may be signed by qualified persons even though they may not know their property description or voter precinct number.

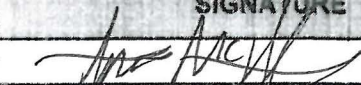
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		PO	RV	OV	
	JAMES E. Williams			X	3/21/17
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	
5989 SE HARMONY ROAD	1S	2E	31D	2100	419

SIGNATURE	PRINTED NAME	I AM A:*			DATE
		PO	RV	OV	
	JAMES E. Williams			X	3/21/17
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	
5989 SE HARMONY ROAD	1S	2E	31D	2100	419

SIGNATURE	PRINTED NAME	I AM A:*			DATE
		PO	RV	OV	
	Annemie Williams			X	3/21/17
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	
5989 SE HARMONY ROAD	1S	2E	31D	2100	419

SIGNATURE	PRINTED NAME	I AM A:*			DATE
		PO	RV	OV	
	June House		X		3/21/17
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	
5989 SE HARMONY RD, #8	1S	2E	31D	2100	419

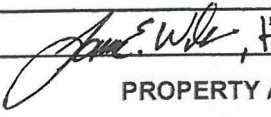
SIGNATURE	PRINTED NAME	I AM A:*			DATE
		PO	RV	OV	
	Beth S. Walker		X		3/21/17
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	
5989 SE HARMONY RD, #10	1S	2E	31D	2100	419

SIGNATURE	PRINTED NAME	I AM A:*			DATE
		PO	RV	OV	
	Joshua McAliese		X		3/21/17
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	
5989 SE HARMONY RD, #7	1S	2E	31D	2100	419

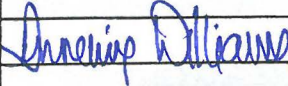
*PO = Property Owner RV = Registered Voter OV = Owner and Registered Voter

PETITION SIGNERS

NOTE: This petition may be signed by qualified persons even though they may not know their property description or voter precinct number.

SIGNATURE	PRINTED NAME	I AM A:*			DATE
		PO	RV	OV	
	JAMES E WILLIAMS			X	2/14/17
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	
6115 SE HARMONY ROAD	15	2E	31D	2200	419

AND 2290

SIGNATURE	PRINTED NAME	I AM A:*			DATE
		PO	RV	OV	
	Annemie Williams			X	2/14/17
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	
6115 SE Harmony Rd	15	2E	31D	2200	419

AND 2290

SIGNATURE	PRINTED NAME	I AM A:*			DATE
		PO	RV	OV	
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	

SIGNATURE	PRINTED NAME	I AM A:*			DATE
		PO	RV	OV	
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	

SIGNATURE	PRINTED NAME	I AM A:*			DATE
		PO	RV	OV	
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	

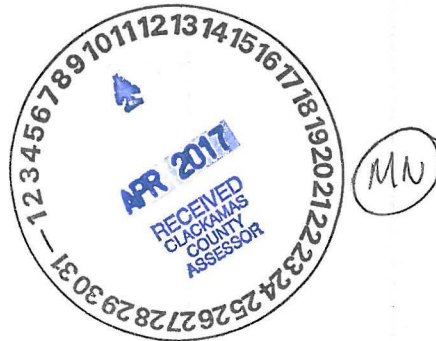
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		PO	RV	OV	
PROPERTY ADDRESS	PROPERTY DESCRIPTION				VOTER PRECINCT #
	TOWNSHIP	RANGE	1/4 SEC.	LOT #(S)	

*PO = Property Owner RV = Registered Voter OV = Owner and Registered Voter

**CERTIFICATION OF PROPERTY OWNERSHIP OF
100% OF LAND AREA**

I hereby certify that the attached petition contains the names of the owners¹ (as shown on the last available complete assessment roll) of 100% of the land area of the territory proposed for annexation as described in the attached petition.

Name Mary Neigel
Title GIS Cartographer II
Department Assessment & Tax
County of Clackamas
Date 04.10.2017



¹ Owner means the legal owner of record or, where there is a recorded land contract which is in force, the purchaser thereunder. If a parcel of land has multiple owners, each consenting owner shall be counted as a percentage of their ownership interest in the land. That same percentage shall be applied to the parcel's land mass and assessed value for purposes of the consent petition. If a corporation owns land in territory proposed to be annexed, the corporation shall be considered the individual owner of that land.

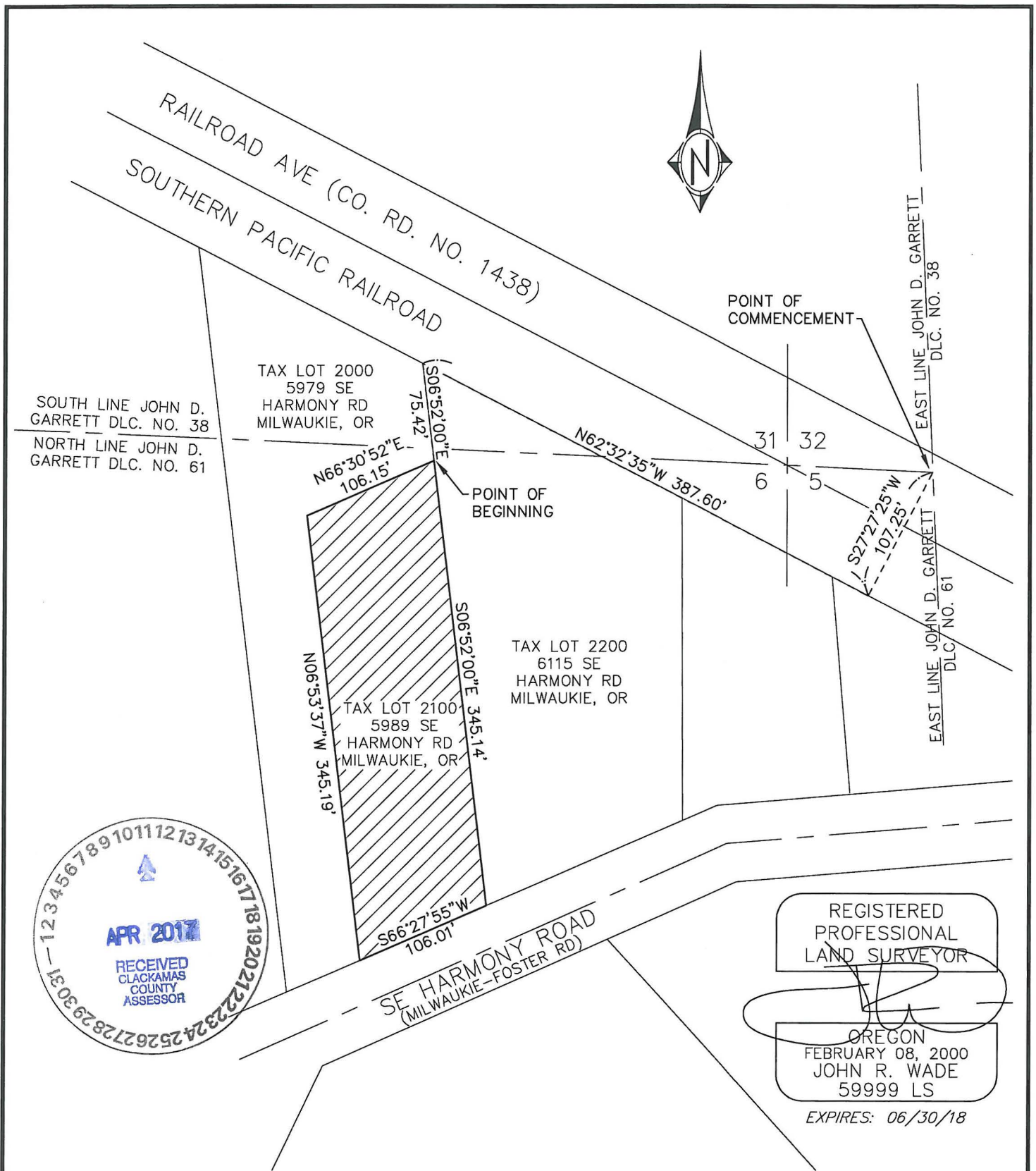
CERTIFICATION OF LEGAL DESCRIPTION AND MAP

I hereby certify that the description of the territory included within the attached petition (located on Assessor's Map 12E 31D 02100) has been checked by me. It is a true and exact description of the territory under consideration and corresponds to the attached map indicating the territory under consideration.



Name CRAIG FERRIS
Title CARTOGRAPHER III
Department ASSESSMENT & TAX
County of CLACKAMAS
Date 3-21-2017





ANNEXATION EXHIBIT A

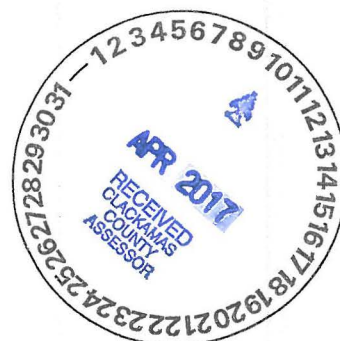
A PORTION OF THE NORTHEAST 1/4 OF SECTION 6,
TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,
CLACKAMAS COUNTY, STATE OF OREGON

JOB NO.: 998-187	DATE: 04/06/17	SCALE: 1"=100'	PREPARED FOR: ED WILLIAMS
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CERTIFICATION OF LEGAL DESCRIPTION AND MAP

I hereby certify that the description of the territory included within the attached petition (located on Assessor's Map 1 S 2 E 3 1 D ^{tax lot} 2200) has been checked by me. It is a true and exact description of the territory under consideration and corresponds to the attached map indicating the territory under consideration.

Name Mary Neigel
Title GIS Cartographer II
Department Assessment + Tax
County of Clackamas
Date 04.10.2017





April 6, 2017

Annexation Exhibit _____

6115 SE Harmony Road to City of Milwaukie

A tract of land situated in the northeast ¼ of Section 6, Township 2 South, Range 2 East of the Willamette Meridian, in Clackamas County, Oregon, being more particularly described as follows:

Commencing at the northeast corner of the John D. Garrett DLC. No. 61;

thence S 27°27'25" W, 107.25 feet to the south right of way line of the Southern Pacific Railroad;

thence along said south right of way line, N 62°32'35" W, 162.60 feet, to the **Point of Beginning** of the tract herein described;

thence S 00°13'23" E, 248.32 feet to the north right of way line of S.E. Harmony Road (Milwaukie-Foster Rd);

thence along said north right of way line, S 66°27'55" W, 163.98 feet;

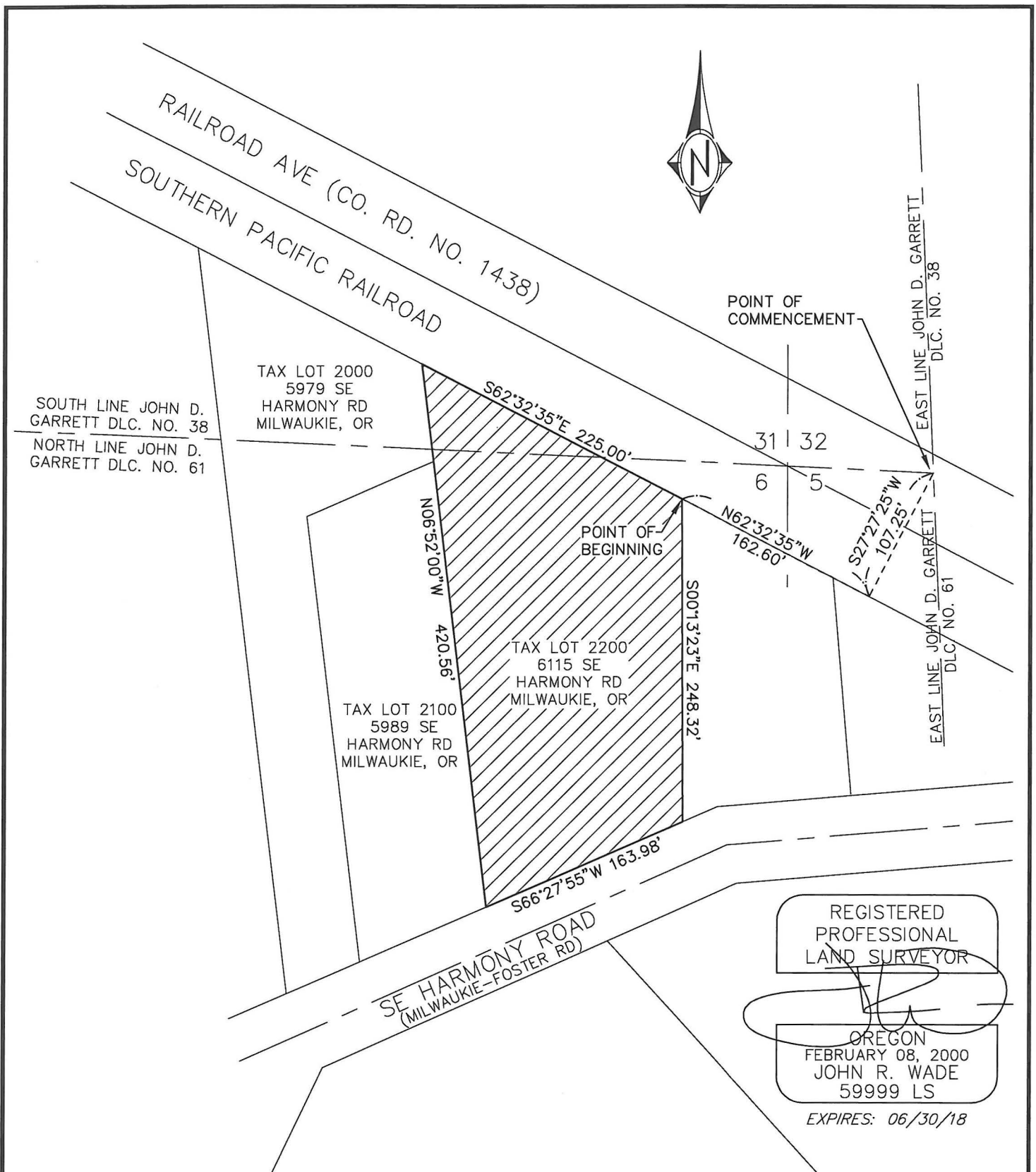
thence leaving said north right of way line, N 06°52'00" W, 420.56 feet to a point on the south right of way line of the Southern Pacific Railroad;

thence along said south right of way line, S 62°32'35" E, 225.00 feet to the point of beginning.

Containing 1.33 Acres



EXPIRES: 06/30/18



SUMMIT
LAND SURVEYORS

12950 SW PACIFIC HIGHWAY, SUITE 255
TIGARD, OR 97223
PHONE & FAX: 503.928.5589

ANNEXATION EXHIBIT B

A PORTION OF THE NORTHEAST 1/4 OF SECTION 6,
TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,
CLACKAMAS COUNTY, STATE OF OREGON

JOB NO.: 998-187	DATE: 04/06/17	SCALE: 1"=100'	PREPARED FOR: ED WILLIAMS
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CERTIFICATION OF REGISTERED VOTERS

I hereby certify that the attached petition contains the names of at least 50% of the electors registered in the territory proposed for annexation as described in the attached petition.

Name PAUL HANES R.H.
Title DEPUTY CLERK
Department CLERK/ELECTIONS
County of CLACKAMAS
Date 4/10/17

CLACKAMAS COUNTY ELECTIONS
SHERRY HALL, COUNTY CLERK
1710 RED SOILS CT, SUITE 100
OREGON CITY, OR 97045





A-2017-001
Expedited Annexation of
5989 and 6115 SE Harmony Road

David Levitan, Senior Planner
Milwaukie City Council

May 16, 2017

Annexation Area



Annexation File #A-2017-001

- 6115 SE Harmony Road is currently vacant and is proposing to connect to the City's sewer and water system to allow for development of a new apartment building
- 5989 SE Harmony Road is currently developed with an apartment building and connected to city services, but will provide access to the new development. The City is requiring that it be included in the annexation request
- The applicant has requested consideration of future fee waivers to account for increased property taxes for the existing apartment building at 5989 SE Harmony Road
- Zoning: Current: MR-1 (Medium Density Residential)
Proposed: R-2 (Medium Density Residential)



Summary

- Annexation meets all relevant State, regional, City criteria
- City notified all interested persons & necessary parties
- No objections by any necessary parties
- Options:
 - Approve annexation
 - Deny annexation



Levitan, David



From: TerryReede <terry@reede.com>
Sent: Tuesday, May 16, 2017 4:33 PM
To: Levitan, David
Subject: 6115 se harmony rd, mill 97222
Attachments: certifiedletter5-5-2017.pages

David:

Attached is a copy of a certified letter that was delivered to the owner of the property at 6115 SE Harmony Road. I had sent him the letter at the recommendation of my insurance agent, and an attorney, advising him that a dangerous situation exist with his property, that is due to dead and dying trees on his property. The limbs from the trees hang over the driveway of the adjoining property, that I own, and is creating a hazardous situation for my tenants. My property is currently vacant but I expect a tenant to be moving in within a week or so.

I also provided photos to him with the certified letter. I had spoken with you about this situation previously. Thus far the owner of the property has refused to take care of the situation or even work with me to resolve the problem.

In addition to the issue with the trees there is also another situation that exists due to the property owner's unwillingness to properly maintain his property, that I feel the City of Milwaukie should be aware of. The vegetation on his property is growing out over the sidewalk and when pedestrians walk on the sidewalk in front of his property they have to walk close to the curb and the street to avoid the vegetation that isn't being trimmed.

Harmony Road is quite a busy street and I feel that for pedestrians having to walk closer to the curb and the street puts them more at risk of being struck by a passing motorist.

I know that the property owner is requesting an expedited annexation into the city of milwaukie, in fact, I believe the public meeting is this evening. I won't be able to personally attend the meeting but was wondering if you or one of your representatives could pass on my concerns to the Council and perhaps recommend that the property owner be required, as a condition of approval of his annexation request, be required to do some trimming of the vegetation that is hanging over the sidewalk.

If you have any questions please call.

Thank you,

Terry Reede
503 407-2100

May 5 , 2017

James E. & Annemie Williams
16479 SE Oak Meadow Ct.
Damascus, Or 97089-2190

Dear James & Annemie:

As a follow up to our meeting on April 24, 2017, and based on at the recommendation from our insurance agent from Farmers Insurance Company, I am providing the enclosed photos that show the unsafe condition that has been created by your failure to properly maintain the landscaping on your property at 6115 SE Harmony Rd., Milwaukie 97222. Please consider this as formal notification.

As I pointed out to you when we met at your property, several of your trees that are dead and dying have limbs that are hanging over the property that I own at 6125 SE Harmony Rd. This is creating a very dangerous situation for my tenants as they walk across the driveway to get into their vehicles parked in the carport. If they were healthy trees I wouldn't be as concerned, and during the normal course of maintaining the landscaping on my property, I would have the limbs cut and trimmed. However, since the trees in question are choked with ivy and are either dead or dying, it is my opinion and the opinion of the insurance adjuster who visited my property regarding the claim I had to file to have your tree removed that fell on my storage building, you are negligent for not previously correcting an obvious situation that needs to be addressed.

I have spoken with Bruce Brown at Clackamas County Engineering regarding the right away application you filed and your request to remove several healthy trees on your property. He told me that he would gladly add the dead and dying trees to your application approval and there would be no increase in the fees you are being charged. I also discussed the situation with David Levitan, Senior Planner at the City of Milwaukie. He asked me for a copy of the drawing that you submitted with your application for the right of way permit with Clackamas County, which I provided to him. You may want to discuss with him, since you have requested an Expedited Annexation of your property into the City of Milwaukie.

If you have any questions you may contact me by phone or email.
503 407-2100 terry@reede.com

Terry Reede
14321 SE Upper Aldercrest Dr.
Milwaukie, Or 97267



MILWAUKIE CITY COUNCIL
Office of the City Recorder

10722 SE Main Street
P) 503-786-7502
F) 503-653-2444
ocr@milwaukieoregon.gov

Speaker Registration

The City of Milwaukie encourages all citizens to express their views to their city leaders in a **respectful** and **appropriate** manner. If you wish to speak before the City Council, fill out this card and hand it to the City Recorder. Note that this Speakers Registration card, once submitted to the City Recorder, becomes part of the public record.

Name: STEVE KAY

Organization: CASCADE PLANNING & DEVELOPMENT SERVICES

Meeting Date: 5/16/17

Address: PO Box 1920

Phone: 503-804-1089

Email: steve@cascadiapd.com

Topic: EXPEDITED ANNEXATION OF 5989 + 6115 SE HARMONY RD

Agenda Item You Wish to Speak to:

☐ #4 Audience Participation

☐ #5 Public Hearing, Topic:

☒ #6 Other Business, Topic:

You are Speaking...

☒ in Support

☐ in Opposition

☐ from a Neutral Position

☐ to ask a Question

Comments:

 CITY OF MILWAUKIE
COUNCIL STAFF REPORT

To: Mayor and City Council
Through: Ann Ober, City Manager
Reviewed: Jordan Imlah, Public Affairs Specialist
From: Mitch Nieman, Assistant to City Manager

Date: Written on 05/09/17 for 05/16/17

Subject: **Community Attitude Survey**

ACTION REQUESTED

No action required. Receive final report and presentation.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

February 9, 2017 - staff received a \$20,000 supplemental budget appropriation from the Budget Committee to conduct a community survey in FY 17 and FY 18. www.milwaukieoregon.gov/bc-bc/budget-committee

March 2, 2017- staff distributed a request for proposals to eight research firms in the Portland metropolitan area specializing in community surveying and public opinion polling.

March 23, 2017- staff received, reviewed, ranked and scored six qualified proposals.

April 3, 2017- staff interviewed three firms: Riley Research Associates, the Pivot Group, and Patinkin Research Strategies (PRS). A personal services agreement was executed with PRS to develop, administer and analyze the subject survey. PRS worked as a survey research subcontractor on the city's recently-passed library bond measure.

BACKGROUND

A community attitude survey allows the city to measure resident satisfaction and sentiment on a variety of important issues. It is considered a best practice for cities to regularly engage in such surveys to determine which services are important to their residents, and how the city is performing on those services. Other than polling for the library, it is unknown if Milwaukie has ever engaged in a community survey in the past. That said, this survey provides data that may be used by City Council and staff when setting goals and prioritizing projects for the future.

The survey involved a combination of both phone and online collection methodology to ensure the city thoroughly explored community perceptions, maximized sample size, and ensured statistical accuracy. The phone portion of the survey was pulled using a voter file and limited to the City of Milwaukie. Because of Oregon's first in the nation Motor Voter law, voter registration rates are nearly on par with residents as a whole based on census counts.

Respondents were screened to establish a mix of both landline and cell phone interviews (53% of the sample). 500 individuals were contacted for the phone portion of the survey, which provided a margin of error of +/- 4.4% at the 95% level of confidence. The phone survey contained 50 questions and each call lasted approximately 15 minutes. It was administered over a four-day period beginning May 5 and ending May 8, 2017. Quotas were put in place to guarantee a sampling that was demographically representative of the community.

PRS and city staff developed the survey questionnaire, which covered the following topics:

- Utility service and fees
- Transportation and traffic
- Street improvement and maintenance
- Future growth and development
- Downtown development
- Public safety and crime
- Taxes and government spending
- Parks and recreation
- Affordable housing
- Code enforcement and property maintenance
- Information and community involvement
- Community events and library services
- Demographics

The phone survey was supplemented with a digital component. Respondents were solicited via city website, Pilot, social media and email lists. As of May 11, 2017, 560 completed online surveys have been returned and staff planned to keep the survey open through May 11 to achieve a final sample size of 600 respondents. The online survey questions were identical to the phone survey and the survey will be weighted to ensure a representative sampling of the community.

As of May 11, 2017, the combined sample including digital and phone interviews has provided a finished sample size of 1,032 respondents and a margin of error of +/- 2.96% at the 95% level of confidence. The margin of error may get even smaller depending on how many completed surveys are received from in the next few days.

ANALYSIS

Patinkin Research Strategies is prepared to deliver the final survey presentation and drill down on specifics of the report on May 16, 2017. Their report will cover detailed findings, topline data, and crosstabular and multivariate analysis, along with strategic recommendations.

BUDGET IMPACTS

The supplemental budget earmarked \$20,000 to be spent on community surveying in FY 17 and FY 18. Staff had originally planned to spend \$10,000 in FY 17 for a survey and spend another \$10,000 in FY 18 for an identical survey. The purpose would have been to compare data and results year over year. However, when staff engaged firms to submit a FY 17 proposal, they were informed that the city's budget was too low and subsequently received no proposals. Therefore, staff combined FY 17 and FY 18 budgets (\$20,000) and subsequently received six proposals. PRS's proposal was the lowest of the six (\$19,500), which fell within budgeted amounts, but is not why staff chose to work with them. Staff chose PRS because of their good work on the library bond and intimate knowledge of Clackamas County and Milwaukie.

WORKLOAD IMPACTS

Staff time was required to assist PRS with development of the questionnaire and to promote the online survey.

COORDINATION, CONCURRENCE, OR DISSENT

Staff from the Office of the City Manager has concurred with the statistical significance of the report and survey.

STAFF RECOMMENDATION

There is no recommendation. This report is informational.

ALTERNATIVES

There are no alternative recommendations. This report is informational.

ATTACHMENTS

1. Final survey report will be provided to Council under separate cover on May 16

Perceptions of and Priorities for the City of Milwaukie



**PATINKIN
RESEARCH
STRATEGIES**



- **A survey of n=1032 residents of the City of Milwaukie was conducted. This includes:**
 - A survey of n=500 residents conducted by telephone using professional interviewers. A voter file sample was used and interviews were conducted May 1st through May 7th, 2017.
 - An online survey of n=532 residents conducted via Survey Monkey. Survey responses included in this report are from May 1st through May 11th, 2017.
- **The margin of error for the sample as a whole is plus or minus 3.0 percentage points at the 95% level of confidence. The margin of error for subgroups varies and is higher.**
- **Throughout this report we refer to “younger” and “older” residents. Younger residents are under age 55 and older residents are age 55 and up.**



Overarching Findings and the Lay of the Land

Overarching findings:



- **Note: the data reflected in this analysis includes responses from both a sample of residents contacted exclusively via telephone and another sample reflecting combined data from the telephone and an online survey. The end result are slightly nuanced and include different findings on a few specific issues—particularly those that are revenue related. A few notes about these samples:**
 - The telephone survey is a better statistical reflection of residents as a whole. Quotas were used to ensure that we talked to a representative sampling of major subgroups identified in the latest census information available. This includes age, gender, educational attainment and race. The end result is a younger, less wealthy, even gender split and less well-educated sample. Attitudinally, these residents are less involved, getting much of their information about the City from TV news and local newspapers.
 - The online survey was weighted to reflect the most recent census information available. However, survey respondents before weighting tended to be slightly more female, older, better educated and more wealthy. Attitudinally, these residents are more involved, with a significant number saying they get information about the City from the Pilot or from social media.
 - While we find that responses to many of the questions asked of both groups are similar and within margin of error, there are a few places where they diverge. Most importantly, we see this divergence around fiscal issues. Telephone only responses should be viewed as a better reflection of how residents as a whole start out on these issues (more divided). Combined data responses lean more supportive of raising additional revenues, however, City leaders should keep in mind that these are the proverbial “loudest” voices in the room. We delve deeper into this nuance during the course of the presentation and analysis.

Overarching findings, Cont'd.:



- In a good example of the occasional divergence between the telephone and online samples, when asked to identify the most important issue they confront in their community, respondents place different emphasis based on sample type. Online responses prioritize “street maintenance” (34%), while telephone responses focus on “taxes” (25%). All other responses are within margin of error.
- Overall, residents express satisfaction with the quality of services provided (83% net satisfied). Though over six in 10 (63%) say they are only “somewhat satisfied.” This should not be taken as critique. In our experience, this is more likely a function of residents not paying as much attention and, as a result, being less willing to weigh in with any particular intensity on the subject.
- There is, however, some nuance when respondents are asked to weigh in on distinct services. In combined data, residents are most satisfied with public safety, management of community events, provision of utilities and dissemination of important information regarding policies and current events with seven in 10 or more saying they are satisfied with these services.
- Residents are particularly divided over street maintenance, enforcement of City codes and the creation of housing affordability. Online survey respondents tended to be more dour than those contacted via phone. Though keep in mind that even here those who expressed “satisfaction” outpaced “not satisfied” responses by double-digits. The notable exception is street maintenance (50% satisfied; 47% not satisfied)—a sore spot for online respondents as we saw in open-ended questioning.
- Satisfaction with services, as a whole or based on issue, is impacted depending on subgroup type. Those more satisfied with City service delivery tend to be younger and have lived in the community a shorter period of time. Those less satisfied are older and have been in the community for a longer period of time. This divide repeats itself on multiple issue fronts.

Overarching findings, Cont'd.:

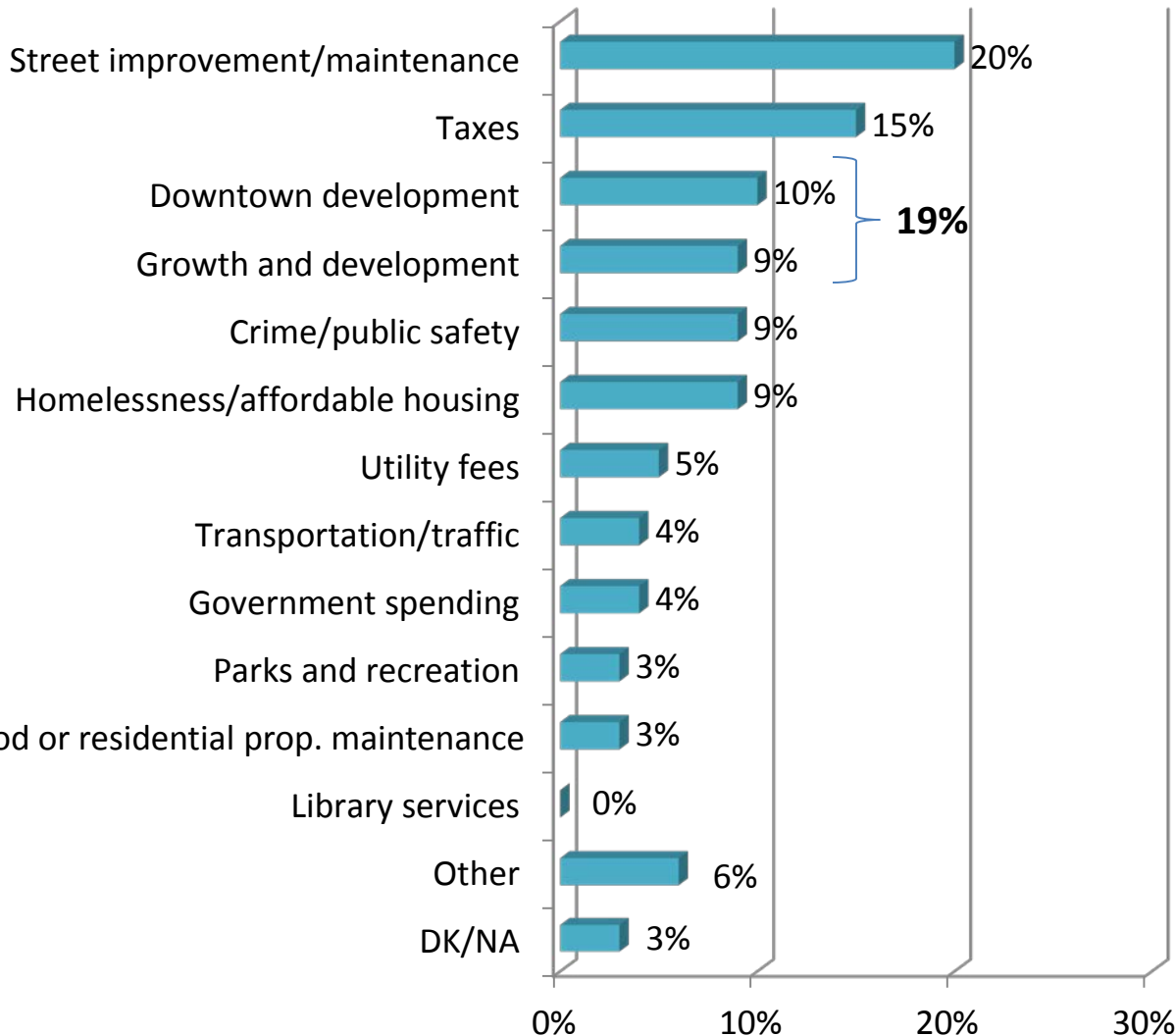


- Residents are also satisfied with how the City spends taxpayer dollars (61% net satisfied; 24% net not satisfied). We see light intensity on this question. Only 12% say they are “very satisfied,” while only six percent say they are “not satisfied at all.” In our view, this again reflects the fact that residents are not paying as much attention to City issues—not an abnormal finding.
- As with satisfaction with services provided, perceptions of how the City spends taxpayer dollars are predicated on subgroup type. Those who have been in the community for a shorter period of time and younger residents are more satisfied. Those who have been in the community the longest and are over age 55 are less satisfied (keep in mind that double digit margins of the latter two groups express satisfaction).
- City departments get rave reviews from survey respondents. Double-digit margins provide a “net positive” rating for every department tested. The Police Department is the most revered (77% net positive). The last on the list is Community Development with only 48% providing a positive review. This said, Community Development’s lower positive rating is not reflected in an uptick in negative reviews. Rather, it’s a function of fewer people being aware of its work—23% say they don’t know enough to weigh in, a significantly higher number than the other departments tested.
- As we progress through the survey results and analysis, you’ll note specific issue areas that show divides within the community. However, we want to end this section by noting that, overall, residents are very satisfied with the services provided by the City, with its individual departments, and how the City spends taxpayer dollars. Well done.

When asked, respondents are all over the map regarding top priorities for the city



That said, street improvements and taxes come out on top.



*For you personally, what is the single most important issue for the Milwaukie City Council to address over the next year? **Combined data***

Street improvements are the top priority from the online survey, while taxes come out on top for the phone survey



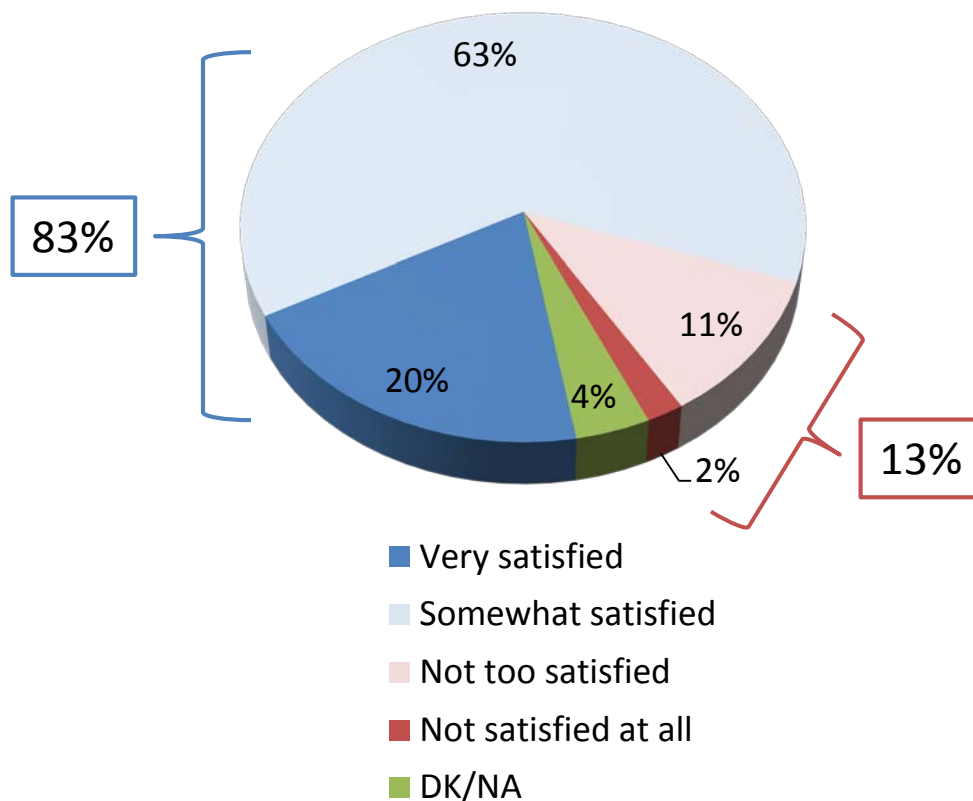
	<i>Phone sample</i>	<i>Online sample</i>	<i>Combined</i>
Street improvement/maintenance	9%	34%	20%
Taxes	25%	2%	15%
Downtown development	10%	11%	10%
Growth and development	7%	12%	9%
Crime/public safety	12%	6%	9%
Homelessness/affordable housing	10%	7%	9%
Utility fees	6%	4%	5%
Transportation/traffic	4%	3%	4%
Government spending	6%	1%	4%
Parks and recreation	4%	3%	3%
Neighborhood or residential property maintenance	2%	3%	3%
Library services	1%	0%	0%

For you personally, what is the single most important issue for the Milwaukie City Council to address over the next year?

Over eight-in-10 are satisfied with the quality of services provided by the city



That said, the intensity of feeling is muted with only one-in-five indicating that they are “very satisfied.” This is not surprising. Unless facing an urgent issue, respondents typically opt for the less intense response.



Generally speaking, how satisfied are you with the quality of services provided by the City of Milwaukie? **Combined data**

Where residents land on quality of services:



Keep in mind that very few respondents, regardless of sample type, express dissatisfaction with the quality of services provided by the city more generally.

Most likely to be net “satisfied”

• Resident under 5 years	91%
• Ages 18-34	91%
• HH Income \$40K-\$60K	89%
• News from local newspapers	89%
• News from social media	88%
• Young men	88%
• All residents	83%

Most likely to be net “not satisfied”

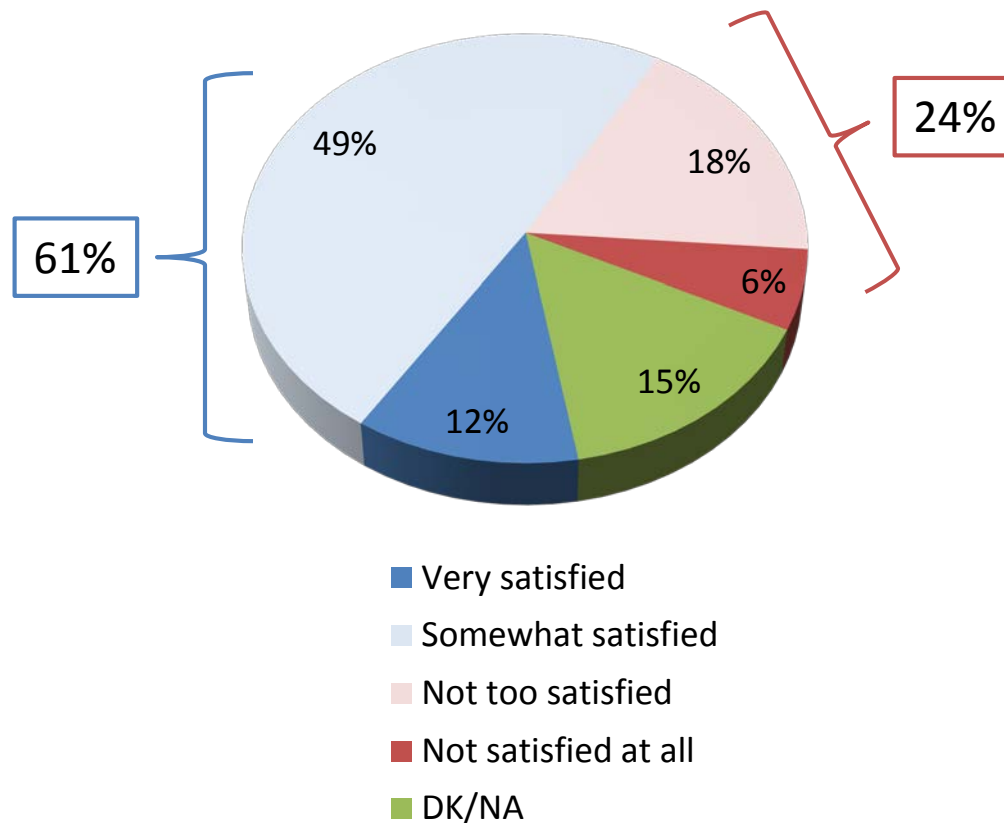
• Older men	19%
• Ages 65+	19%
• Resident more than 20 years	19%
• No college men	19%
• Over 55, no college	19%
• HH Income <\$40K	18%
• All residents	13%

Generally speaking, how satisfied are you with the quality of services provided by the City of Milwaukie? **Combined data**

Six-in-10 are satisfied with how the city spends taxpayer dollars



Again, the intensity of feeling is muted with only one-in-10 indicating they are “very satisfied.” Just under a quarter are unsatisfied.



How satisfied are you with how the City of Milwaukie spends the tax dollars it receives?
Combined data

Where residents land on city spending:



Most likely to be net “satisfied”

- | | |
|--------------------------------|-----|
| • News from local newspapers | 76% |
| • Resident <5 years | 73% |
| • Ages 18-34 | 71% |
| • Young men | 70% |
| • HH Income \$40K-\$80K | 69% |
| • News from local network news | 67% |
| • Renters | 66% |
| • All residents | 61% |

Most likely to be net “not satisfied”

- | | |
|----------------------|-----|
| • Resident 20+ years | 36% |
| • Over age 55 | 29% |
| • All residents | 24% |

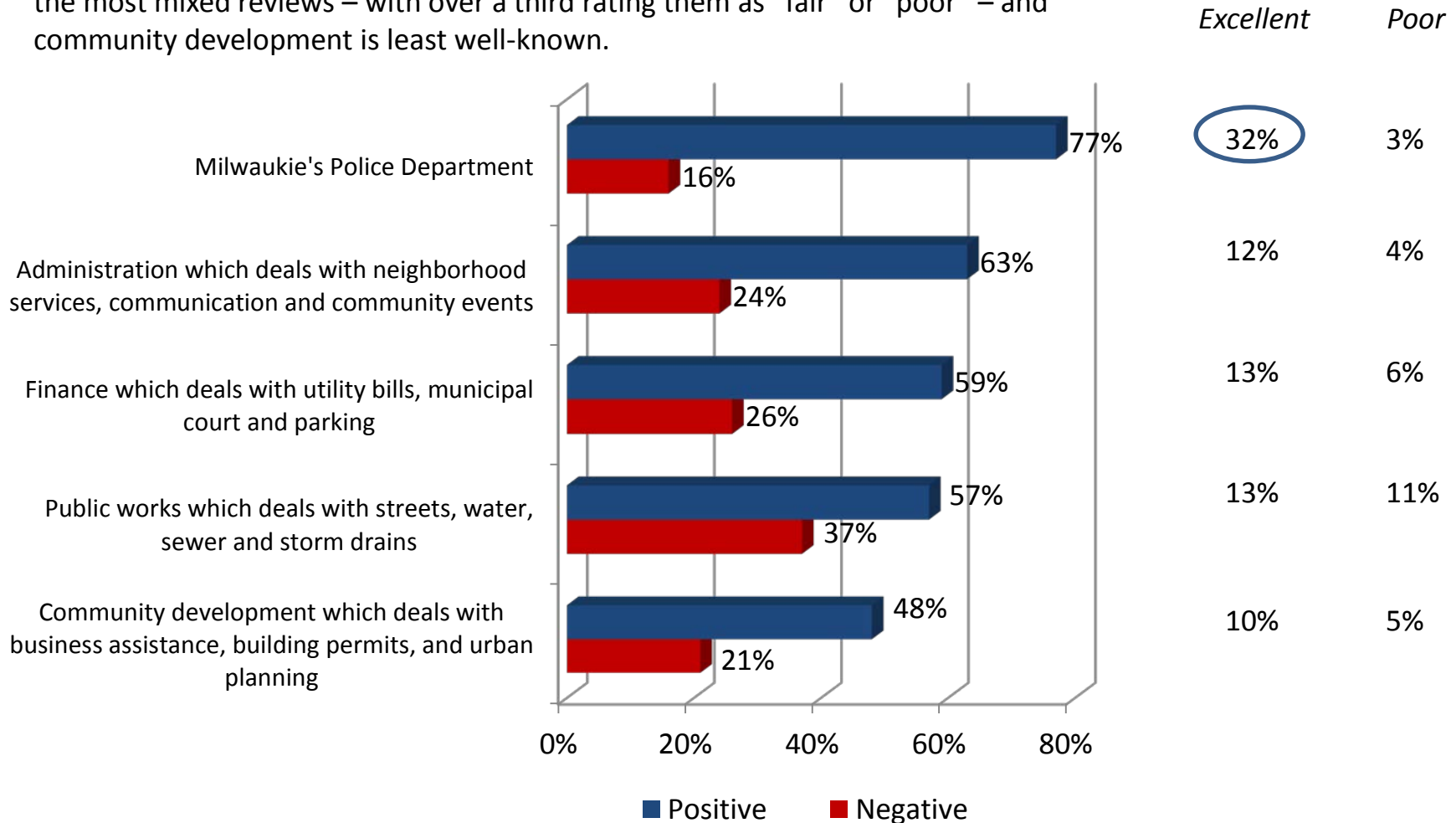
< *Double-digit margins of both “not satisfied” subgroups indicate they are satisfied with how the City spends tax dollars.*

How satisfied are you with how the City of Milwaukie spends the tax dollars it receives?
Combined data

The Milwaukie PD receives rave reviews



All city departments receive good marks among those familiar. Public works receives the most mixed reviews – with over a third rating them as “fair” or “poor” – and community development is least well-known.



Job performance ratings—Combined data



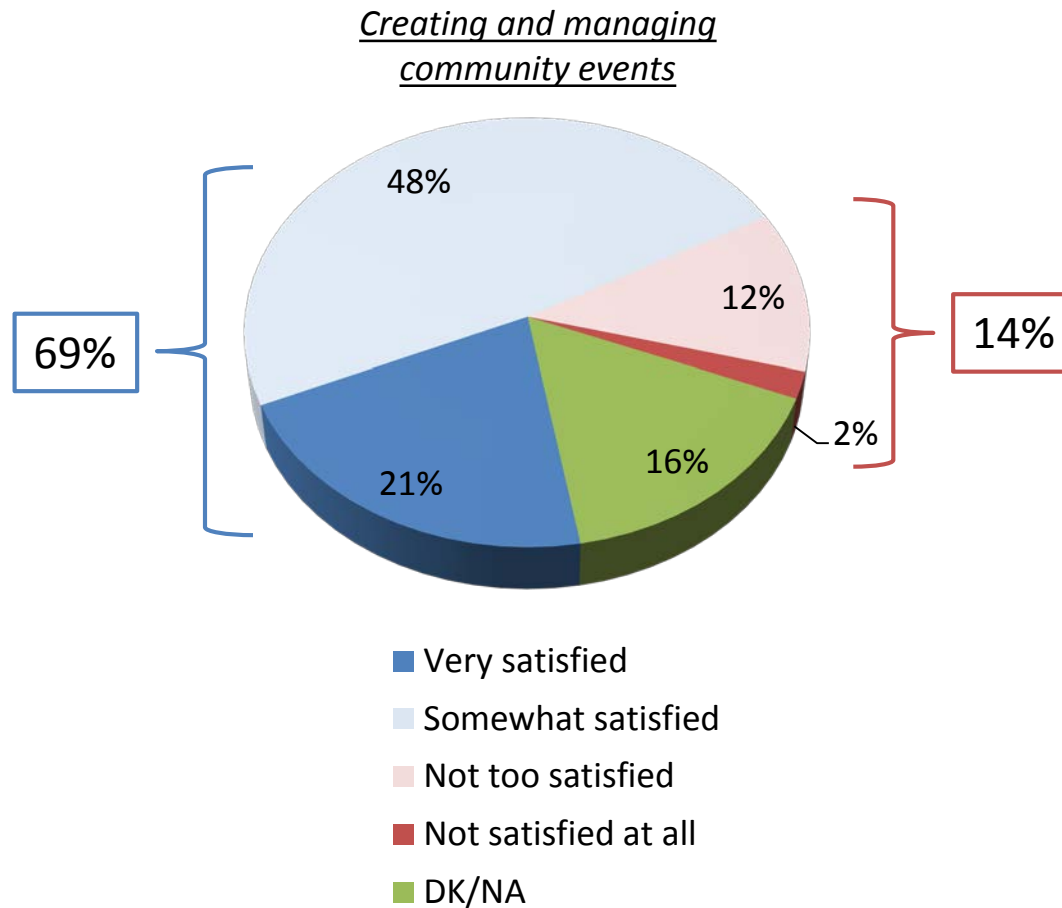
Perceptions of City Events

Perceptions of City Events:



- Nearly seven in 10 (69%) express satisfaction with how community events are created and managed. Of these, 21% say they are “very satisfied.” Only 14% express dissatisfaction. By any measure, these are good reviews.
- Respondents were most satisfied with “Library Events.” This said near majorities express satisfaction with all other events tested. Very few say they are “dissatisfied.”
- Given that just under one-half say they have “never heard” of the events, or are “unsure” how to rate them, a potential to-do item for the future could be increased outreach.
- Six-in-10 survey respondents say they have heard of “Milwaukie Daze.” About 38% of the sample as a whole indicate they have attended a Milwaukie Daze event in the past.
- After a brief description of the Milwaukie Daze event, as well as the cost taxpayers would take on in order to bring the event back, a majority (52%) support having the City take over. Around one-third (35%) oppose the idea. Support, however, is extremely light with only one in five (20%) saying they support the idea “strongly.” To be clear, while residents like the concept—particularly those who have attended the event in the past—these numbers are not indicative of a groundswell in support.
- Long-term residents (6-20 years), women, older college-educated residents and those with household incomes over \$80K are the most supportive of bringing back Milwaukie Daze. Shorter term residents (under five years), those under age 34 and men are the most likely to oppose the idea.

Seven-in-10 are satisfied with community events overall



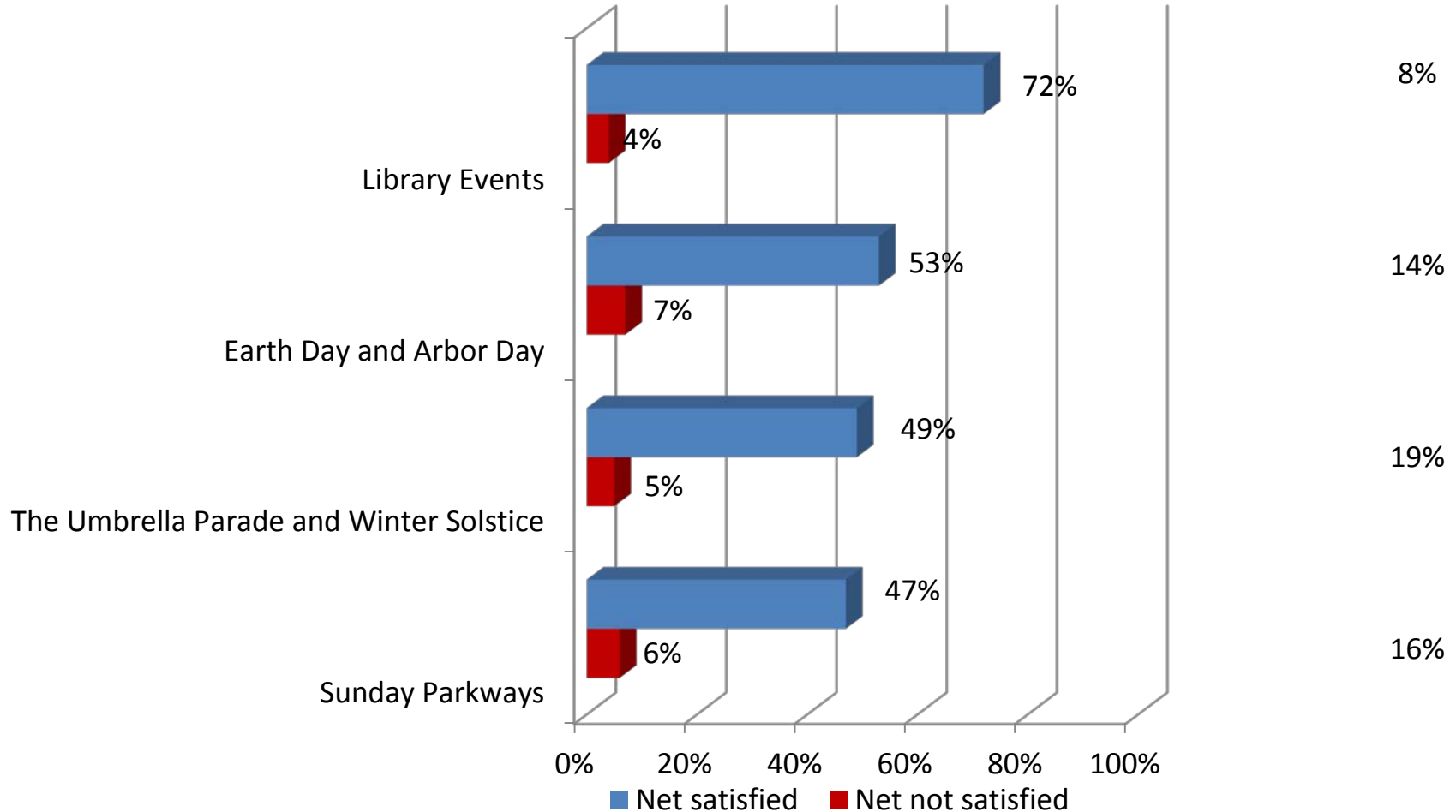
*I'm going to read you some different services provided by the City of Milwaukie. After each, please tell me how satisfied you are with each service. **Combined data***

Residents are most satisfied with library events



Around half are satisfied with every city event tested. With the exception of library events, good numbers remain unfamiliar with each event. A potential to-do item for the future may be to increase outreach regarding these events.

Never heard

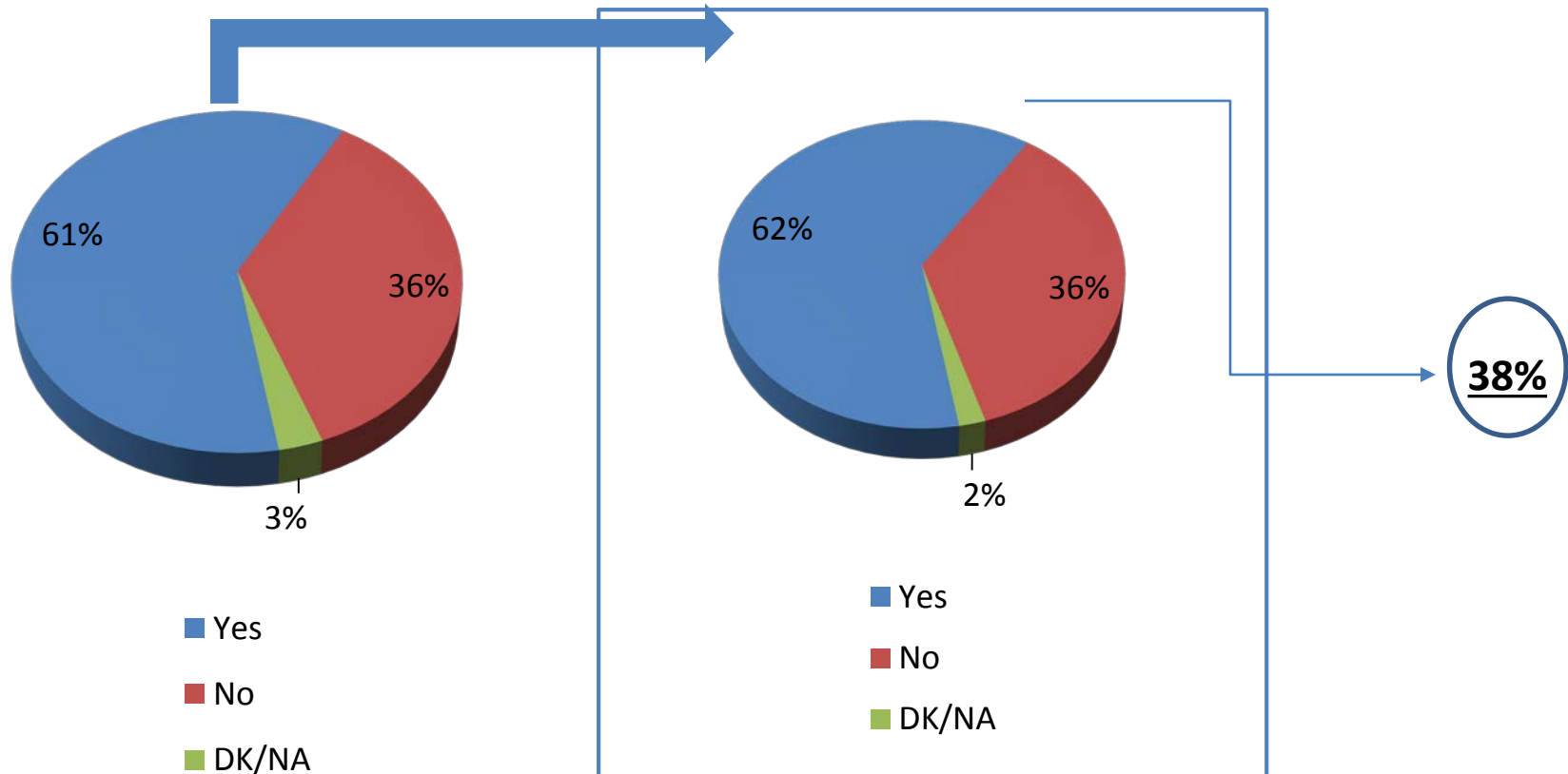


*I'm going to read you a list of events that take place within the City of Milwaukie. After each, please tell me how satisfied you are with that event. **Combined data***

Six-in-10 have heard of Milwaukie Daze



Of those who have heard of it, six-in-10 have previously attended Milwaukie Daze. In total, around four in 10 report having attended Milwaukie Daze events.



Have you ever heard of an event called Milwaukie Daze?

Combined data

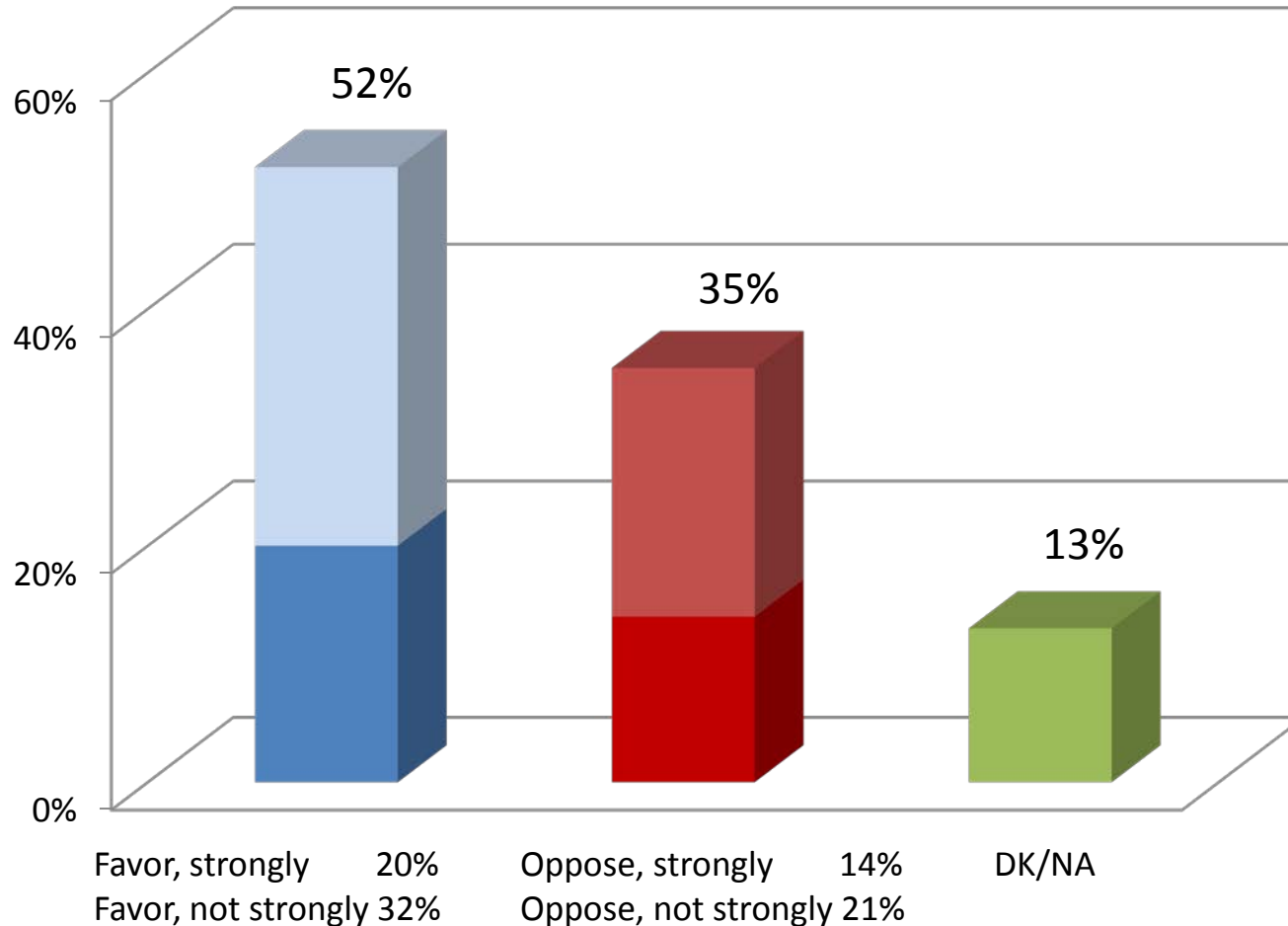
Did you ever attend a Milwaukie Daze event?

Note: asked only among those who had heard of Milwaukie Daze [n=630]

A majority support the city bringing back Milwaukie Daze



Just over a third oppose the concept. Again, opinions are fairly lightly held, with one-in-five or fewer holding strong opinions either way.



Combined data

Some people have suggested that since the non-profit organization that previously hosted Milwaukie Daze has discontinued the event, the City of Milwaukie should step in, bring it back and host it on an annual basis. Milwaukie Daze was a summer event that involved a parade, small carnival, fireworks show, and a community fair. It would cost the City of Milwaukie approximately \$50,000 to produce. Having heard this, would you favor or oppose the City of Milwaukie bringing back Milwaukie Daze or aren't you sure? Do you feel that way strongly or not so strongly?

Where residents land on the city bringing back Milwaukie Daze:



Most likely to “favor”

• Resident 6-20 years	59%
• College women	59%
• News from The Pilot	59%
• Over 55, college+	58%
• HH Income \$80K+	58%
• Kids @ home	57%
• Ages 45-64	57%
• All residents	52%

Most likely to “oppose”

• POC	54%
• News from neighbors, friends or family	48%
• Resident <5 years	46%
• News from local papers	42%
• Men	42%
• Ages 18-34	41%
• All residents	35%

Most likely to be undecided

• News from social media	21%
• Over 55, no college	20%
• HS or less	20%
• Resident 21+ years	19%
• News from local network TV news	19%
• No college women	18%
• All residents	13%

*Some people have suggested that since the non-profit organization that previously hosted Milwaukie Daze has discontinued the event, the City of Milwaukie should step in, bring it back and host it on an annual basis. Milwaukie Daze was a summer event that involved a parade, small carnival, fireworks show, and a community fair. It would cost the City of Milwaukie approximately \$50,000 to produce. Having heard this, would you favor or oppose the City of Milwaukie bringing back Milwaukie Daze or aren't you sure? Do you feel that way strongly or not so strongly? **Combined data***



Perceptions of Growth and Development

Perceptions of growth and development:



- The community is in strong agreement that more needs to be done to revitalize Milwaukie's downtown (75% net yes) and neighborhood commercial and industrial lands that are not located downtown (74% net yes). Pluralities indicate they feel this way "strongly" in both cases. This should be considered as a priority moving forward given the breadth and depth of support.
- Top three priorities for downtown revitalization should be space for restaurants, housing and mixed use housing/retail spaces. Responses diverge on this question based on sample type. Phone interviewees place a high emphasis on more housing downtown (40%). Online respondents divide between retail for business exclusively, or mixed use housing/retail. Our view: a safe middle ground would focus on mixed use housing / retail.
- Divergence on this question is also predicated on length of residence. If you've lived in the city for under five years, there's a slight preference (33%) for an emphasis on housing only. Residents who have lived in the City over six years are evenly divided between the top three items mentioned above. It's worth noting that that if you're older (i.e. lived in the city for 21 years or more), you're more likely than others to want additional parking (13%).
- A plurality are satisfied with the City's role in creating affordable housing (45% net satisfied; 30% net not satisfied). It's worth noting that opinions are lightly held on this topic and a substantial portion of residents are unable to weigh in (25%).
- Perceptions of housing affordability vary based on subgroup type. Shorter term residents (<5 years), those under age 55 and college educated respondents are the most satisfied with efforts to create housing affordability. Longer term residents (20+ years), older respondents and less well educated participants are less satisfied.

Perceptions of growth and development, cont'd.:

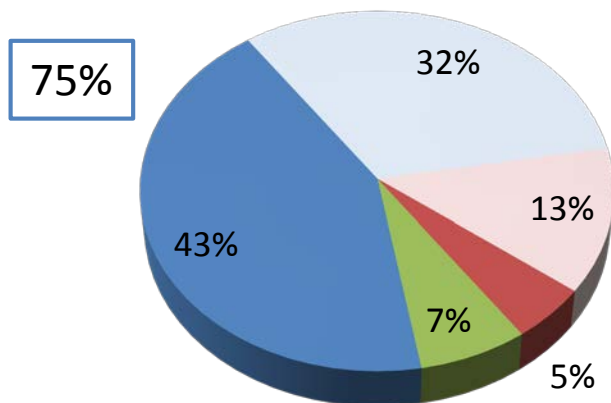


- **Regardless of how City residents feel about existing efforts to create more affordable housing within the City, three-quarters (76%) say it's important "to work to create more affordable housing in the City." Another eight-in-10 (84%) want to see the City partner more with private industry "to create job opportunities for City residents." Both of these perceptions lend themselves well to respondents' prioritization of revitalization efforts in the downtown core and outer neighborhoods.**
- **An important note: how revitalization impacts neighborhood feel is a divisive subject. Respondents are fairly evenly distributed between those who want to preserve the look and feel of neighborhoods and those who support efforts to build more housing types at varying prices as well as permitting smaller infill lots, etc.**
- **Perceptions on this issue are impacted by length of residence. Newer residents lean slightly towards developing more housing at varying prices. Older residents express a preference for the preservation of neighborhood feel.**
- **An important nuance during debate will be sample type. The more involved online sample has a strong preference for the preservation of neighborhood feel (45% strongly). The telephone only sample (remember, better reflective of City opinion as a whole) is very evenly divided and intensity among this group is not weighted either way. This issue reflects one of the greatest divides we see between sample types over the course of the survey.**

Three quarters believe that more needs to be done to revitalize both downtown and neighborhood commercial and industrial lands

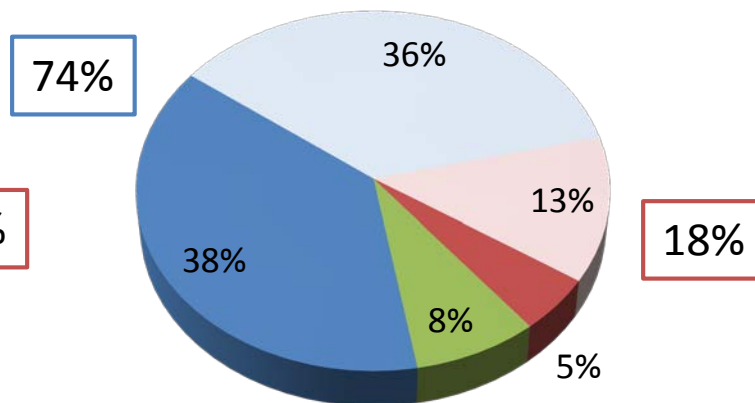


Around four-in-10 feel that way strongly. Revitalization is clearly a high priority for city residents.



- Yes, strongly
- Yes, not strongly
- No, not strongly
- No, strongly
- DK/NA

*Generally speaking, do you believe that more needs to be done to revitalize Milwaukee's downtown? **Combined data***



- Yes, strongly
- Yes, not strongly
- No, not strongly
- No, strongly
- DK/NA

*Generally speaking, do you believe that more needs to be done to revitalize Milwaukee's neighborhood commercial and industrial lands that are not located downtown? **Combined data***

Intensity of feeling regarding downtown revitalization is predicated to a certain extent by length of residence



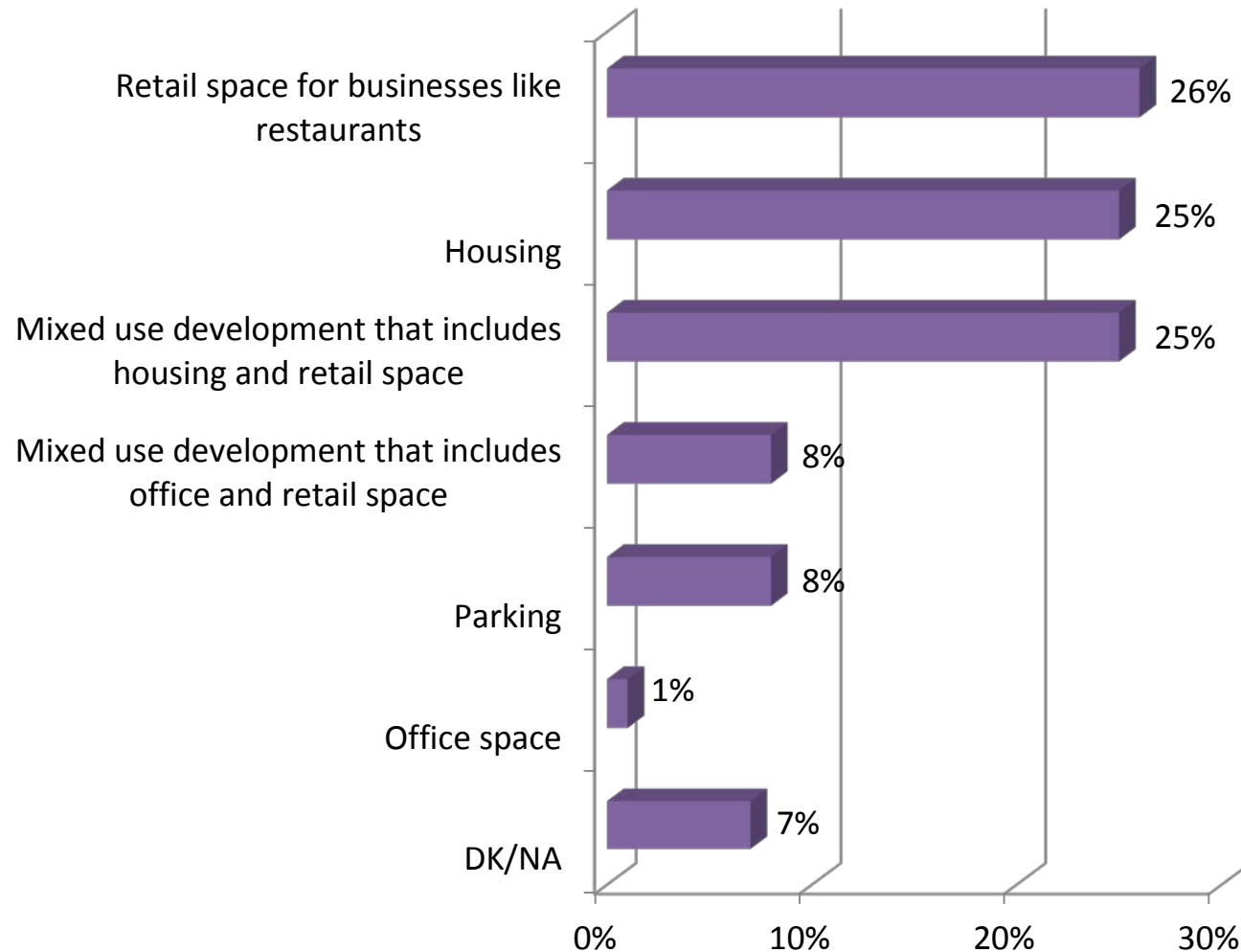
However, regardless of length of residence, two-thirds or more say they it's a good idea to focus on revitalization efforts.

	<i>Yes</i>	<i>No</i>
Resident <5 years	88%	10%
Resident 6-20 years	73%	20%
Resident 21+ years	67%	22%
All residents	74%	18%

*Generally speaking, do you believe that more needs to be done to revitalize Milwaukee's downtown? **Combined data***

***Note: Similar opinions prevail for revitalization of neighborhood commercial and industrial areas that are not located downtown.*

Residents would like to see more retail and housing in downtown Milwaukie



*I am going to ready you a list of development project types and I would like you to tell me which one you think should be the biggest priority for Milwaukie's downtown. **Combined data***

Phone respondents have a preference for housing, while online respondents are divided between retail and mixed use



Based on these findings, we recommend encouraging the development of retail/housing mixed use space that has a high proportion of housing.

	<i>Phone sample</i>	<i>Online sample</i>	<i>Combined</i>
Retail space for business like restaurants	22%	31%	26%
Housing	40%	6%	25%
Mixed use development that includes housing and retail space	18%	34%	25%
Mixed use development that includes office and retail space	4%	13%	8%
Parking	6%	10%	8%
Office space	2%	0%	1%

I am going to ready you a list of development project types and I would like you to tell me which one you think should be the biggest priority for Milwaukie's downtown.

Short term residents want to prioritize housing



Long term residents are most likely to say parking is a priority.

	<i>Residents <5 years</i>	<i>6-20 years</i>	<i>21+ years</i>
Retail space for business like restaurants	27%	27%	24%
Housing	33%	23%	19%
Mixed use development that includes housing and retail space	27%	25%	23%
Mixed use development that includes office and retail space	6%	9%	9%
Parking	3%	8%	13%
Office space	1%	2%	2%

*I am going to ready you a list of development project types and I would like you to tell me which one you think should be the biggest priority for Milwaukie's downtown. **Combined data***

In open-ended responses residents express a desire for more retail space downtown



“Making downtown more inviting and vibrant. We need good restaurants, bars, and events. Milwaukie has a negative stigma and without investments no one will venture here to spend their money, day, or evening.”

“Make the downtown more socially active by adding restaurants, shopping, and events.”

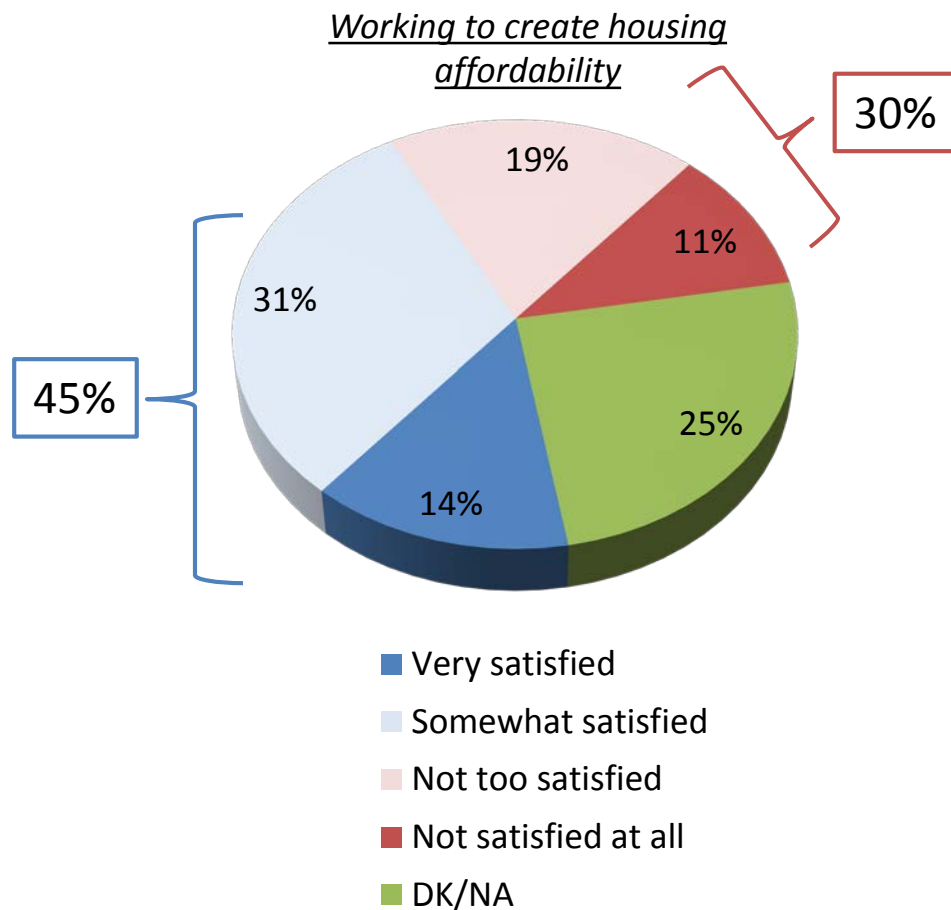
“A decent grocery store, Milwaukie has been a food desert since Safeway left.”

For you personally, what is the single most important issue for the Milwaukie City Council to address over the next year?

A slim plurality are satisfied with the city's role in creating affordable housing



It is worth noting that this is the weakest issue area tested. Three-in-10 are unsatisfied and a quarter are unable to weigh in either way.



*I'm going to read you some different services provided by the City of Milwaukie. After each, please tell me how satisfied you are with each service. **Combined data***

Satisfaction with housing affordability is impacted by length of residence, age, educational attainment and household income



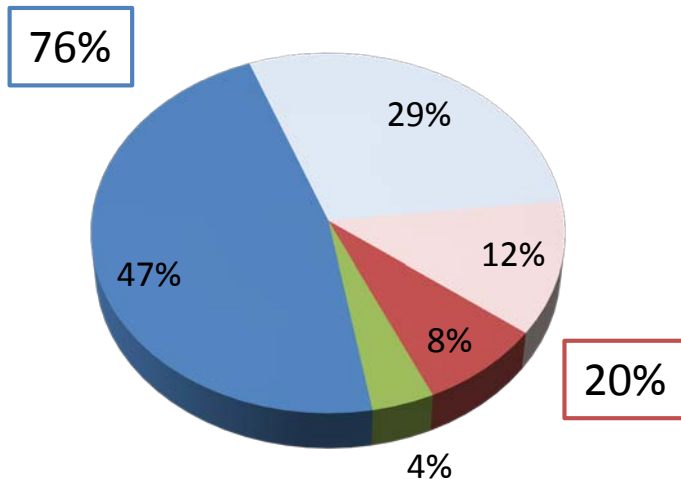
	<i>Net satisfied</i>	<i>Net not satisfied</i>	<i>Net satisfied margin</i>
Resident <5 years	58%	18%	+40
Resident 6-20 years	45%	32%	+13
Resident 20+ years	34%	38%	- 4
Under age 55	49%	28%	+21
Over age 55	41%	32%	+9
No college education	42%	33%	+9
College+	50%	26%	+24
HH income <\$40K	44%	39%	+5
HH income \$40K - \$80K	56%	25%	+31
HH income >\$80K	38%	30%	+8
All residents	45%	30%	+15

*I'm going to read you some different services provided by the City of Milwaukie. After each, please tell me how satisfied you are with each service. **Combined data***

Nearly half indicate it is very important for the city to create affordable housing and job opportunities

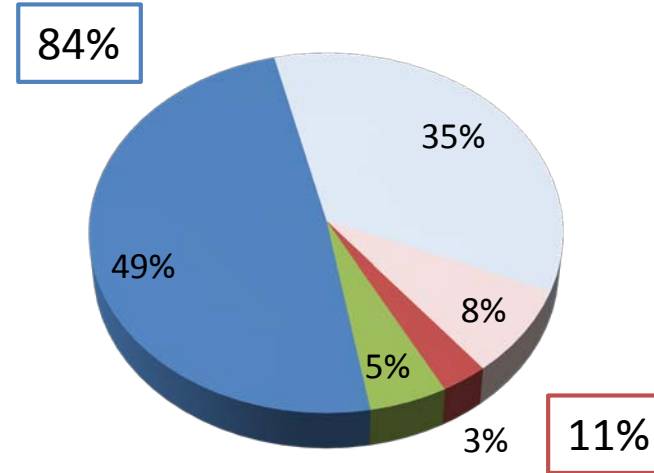


Three quarters or more rate it as net “important.” The regional conversation about cost of living has clearly made its way into Milwaukie.



- Very important
- Somewhat important
- Not too important
- Not important at all
- DK/NA

*How important do you think it is for the Milwaukie City Council to work to create more affordable housing in the city? **Combined data***



- Very important
- Somewhat important
- Not too important
- Not important at all
- DK/NA

*How important do you think it is for the City of Milwaukie to partner with private industry to create more job opportunities for its residents? **Combined data***

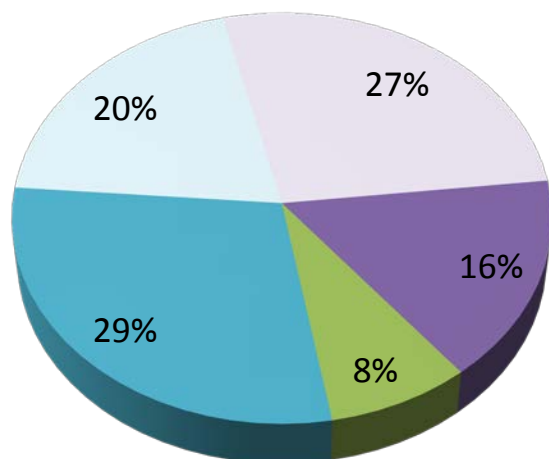
Residents are very divided over the trade off between housing affordability and the “feel” of neighborhoods



They want to have their cake and eat it too. That said, the intensity of feeling leans towards preserving the look and feel of Milwaukie neighborhoods.

[STATEMENT 1] SOME PEOPLE/OTHER PEOPLE say that the City should focus on preserving the look and feel of our neighborhoods. The City should work to ensure that future development focuses on single-family homes and maintains our average lot size of seven thousand square feet.

Net Statement 1: 49%



- Statement 1, strongly
- Statement 1, not strongly
- Statement 2, not strongly
- Statement 2, strongly
- DK/NA

[STATEMENT 2] SOME PEOPLE/OTHER PEOPLE say that the City should focus on working with developers to build more housing types at varying prices. With rising housing costs across the Portland Metro area, we should prioritize families being priced out of housing over preserving our current housing density. This could mean permitting smaller infill lots and creating more duplexes and triplexes as well as four or five story apartment buildings.

Net Statement 2: 43%

I'm going to read you two points of view regarding growth and development in the City of Milwaukie:

Having heard this, which opinion do you agree with more even if neither is exactly right?

Combined data

Length of residence plays a role in opinion



A majority of those who have lived in Milwaukie for five or fewer years prefer developing more housing at varying prices.

	<i>Statement 1: Preserve existing neighborhood feel</i>	<i>Statement 2: Develop more housing types at varying prices</i>
Resident <5 years	46%	51%
Resident 6-20 years	49%	42%
Resident 21+ years	54%	35%
All residents	49%	43%

I'm going to read you two points of view regarding growth and development in the City of Milwaukie:

Having heard this, which opinion do you agree with more even if neither is exactly right?

Combined data

Varying concerns and priorities regarding development are evident in open-ended responses:



Keep small town character:

“Livability. Having good roads, not overcrowding the city, good parks, keeping the small town feel.”

“Milwaukie historical preservation. Keep Milwaukie Milwaukie, not a subdivision of Portland.”

“Building homes too close and out of character with the old homes within the neighborhoods. More and more giant houses are popping up and towering over our quaint beautiful homes. Milwaukie is special for a reason don't let it turn into California.”

Mixed perspective:

“Bringing in more small businesses to downtown Milwaukie, keeping out chains and large corporations. Making it a unique and vibrant city, without losing the small town charm. Keeping rents livable!”

Address the need for affordable housing:

“Housing prices that will include availability to all income levels, especially affordable housing for lower income families.”

“Affordable safe family and community appropriate housing.”

“Building more multi-story housing in the downtown area. The parking lots across from city hall are used heavily and the Sunday market is thriving. Where will the market go?”

For you personally, what is the single most important issue for the Milwaukie City Council to address over the next year?



Perceptions of Property Maintenance

Perceptions of property maintenance:



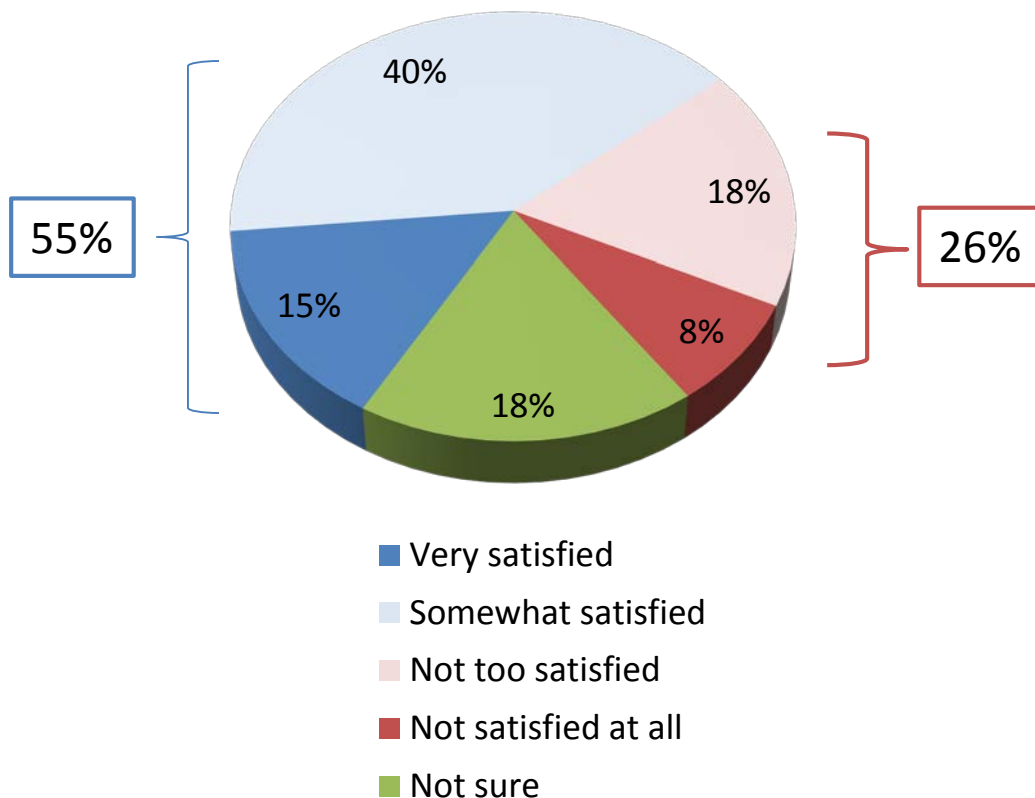
- A majority (55%) are satisfied with enforcement of City codes and property maintenance. Only one-quarter (26%) express dissatisfaction—and opinion of this group is lightly held (8% not satisfied at all).
- In addition, a majority (53%) say that City codes for property maintenance are “about right.” There is no wellspring of discontent on this issue.
- This said, three-quarters of residents (75%) are supportive of the recruitment of an additional compliance officer. We want to be clear here: we recognize that the question itself tested an inflated backlog of complaints. HOWEVER, given the large amount of information provided outside of the backlog data-point and the large number expressing support, we believe there would likely still be majority approval of the concept if the question were asked differently.

A majority are satisfied with enforcement of city codes and property maintenance standards



However, a substantial plurality are only “somewhat satisfied,” an indication they believe more could be done.

Enforcing city codes and property maintenance standards

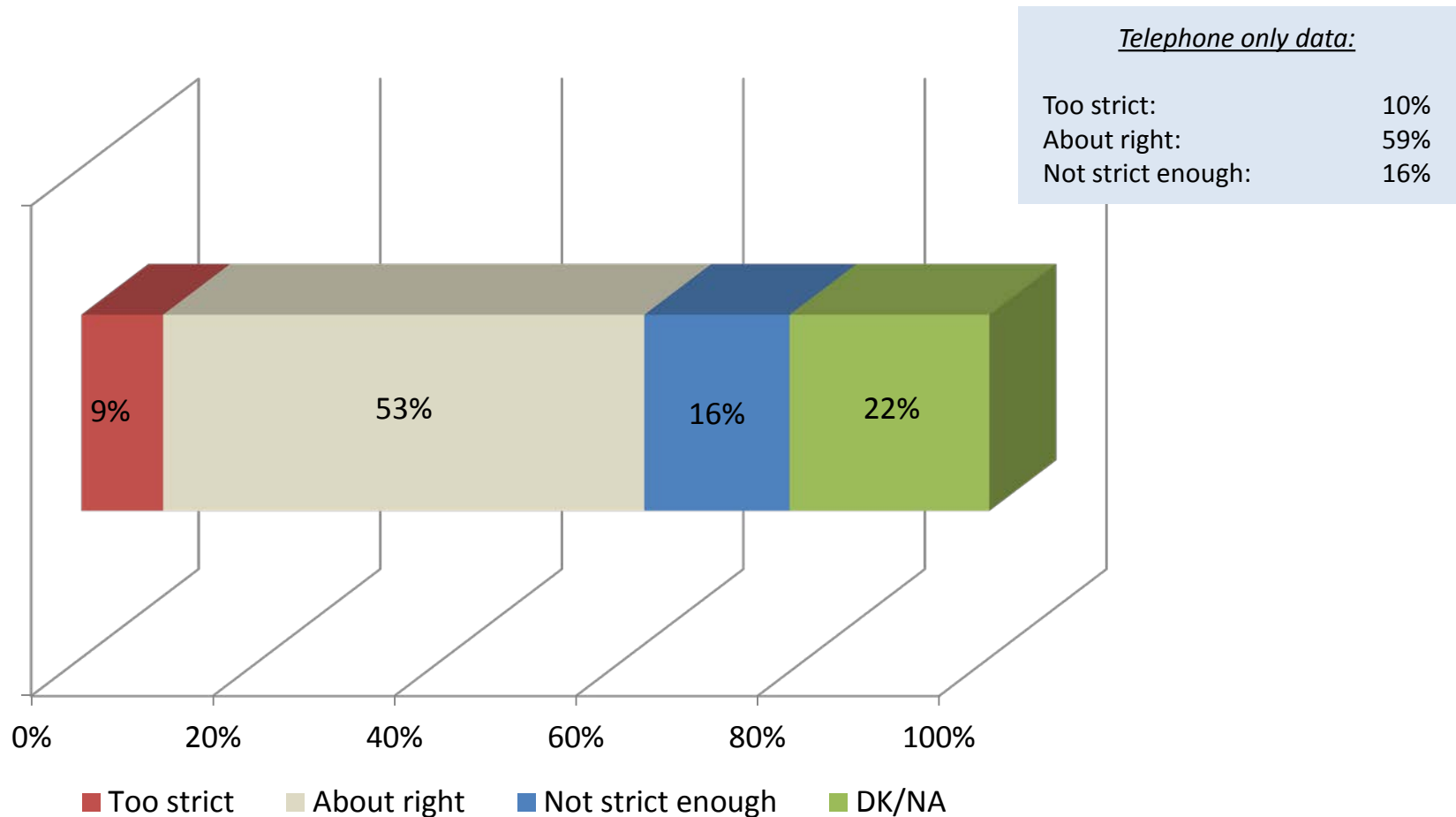


Most likely to say “somewhat satisfied”

Newspaper readers	52%
High school or less	47%
Milw. Hgts–Waverly-Ardwld	47%
Under 50, no college	46%
People of color	45%
Hector Campbell	45%

*I’m going to read you some different services provided by the City of Milwaukie. After each, please tell me how satisfied you are with each service. **Combined data***

Regardless of sample type residents indicate that existing city code for property maintenance is “about right”



Generally speaking, do you think the city codes for property maintenance are too strict, about right or not strict enough? **Combined data**

Those who have lived in the City for the least amount of time tend to be the most happy with property maintenance codes



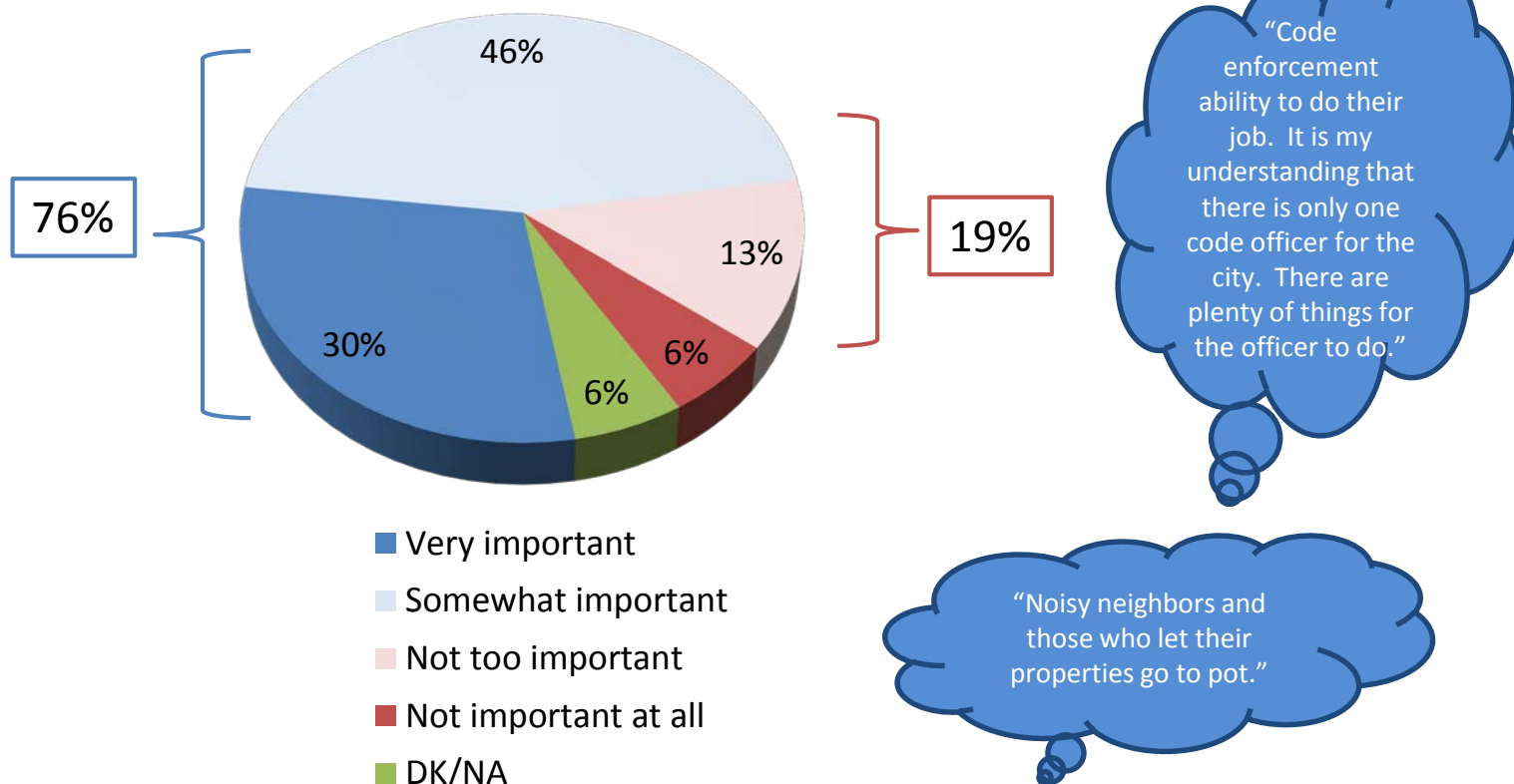
	<i>Too strict</i>	<i>About right</i>	<i>Not strict enough</i>	<i>DK/NA</i>
Resident <5 years	5%	59%	14%	21%
Resident 6-20 years	10%	52%	17%	21%
Resident 20+ years	11%	50%	19%	21%
All residents	9%	53%	16%	22%

*Generally speaking, do you think the city codes for property maintenance are too strict, about right or not strict enough? **Combined data***

Residents support the recruitment of an additional compliance officer



While the question wording highlighting a backlog of complaints is inaccurate, we still believe residents would support an increase in code enforcement—even a drop of 25-points (unlikely to happen) would sustain a majority in favor of the idea.



*Right now, the City of Milwaukie has only one officer responsible for responding to residential property maintenance code violations and complaints. Violations include tall grass, vegetation blocking streets or sidewalks, and the accumulation of debris, junk, and inoperable vehicles on properties. There is now a backlog of 868 complaints. Having heard this, how important do you think it is for the Milwaukie City Council to increase funding to hire an additional compliance officer in order to more quickly respond to city code violations? **Combined data***



Perceptions of City Utilities, Streets and Sidewalks

Perceptions of City utilities, streets and sidewalks:



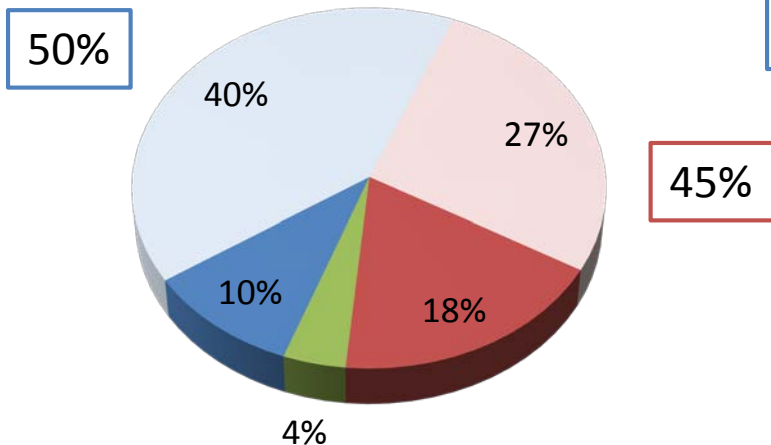
- **Street maintenance is another divisive subject. One-half (50%) report being satisfied, while slightly fewer (45%) are dissatisfied. As noted earlier, these opinions are, to a certain extent, predicated on sample type.**
- **However, perceptions and divides on this issue run deeper than just how respondents were contacted. One of the biggest predictors of opinion on the issue is length of residence. A substantial majority (65%) of City residents of less than five years say they are satisfied with street maintenance. On the other hand, residents of over 20 years provide a majority (58%) who are dissatisfied. Those in the middle (6-20 years) are more evenly split.**
- **A significant majority (79%) express satisfaction with the delivery of major utilities such as storm water, sewer and water services. A majority (55%) are also inclined to say the cost of those services is “about right.” Length of residence, age, household income and educational attainment all present divides on this issue.**
- **Interestingly, when respondents are told the actual cost the average household pays for utilities, those how say the price is “too high” or the “right amount” stay statistically flat.**
- **What’s more, when respondents are asked if they’re willing to pay more in order to better maintain side streets and enhance street safety residents stay in their respective corners with 53% saying they are “willing to pay more” and 40% saying they are “unwilling to pay more.”**
- **Keep in mind that this is one of the fiscal issues identified earlier where we see a difference in opinion based on sample mode. While the combined data set shows a slim majority in favor (53%), the telephone only sample demonstrates a clear divide (47% willing; 44% unwilling). Should the City move forward on this issue, an education effort will be necessary.**

Residents are divided over how street maintenance is going in the City



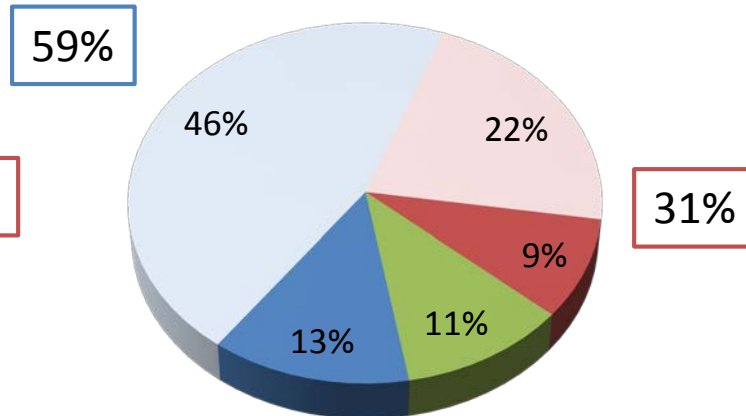
They're happier with work done on pedestrian facilities and bike lanes.

Maintaining streets



- Very satisfied
- Somewhat satisfied
- Not too satisfied
- Not satisfied at all
- DK/NA

Creating safe pedestrian facilities and bike lanes



- Very satisfied
- Somewhat satisfied
- Not too satisfied
- Not satisfied at all
- DK/NA

*I'm going to read you some different services provided by the City of Milwaukie. After each, please tell me how satisfied you are with each service. **Combined data***

Those who have lived in the City for the least amount of time tend to be the most happy with street maintenance



Long time residents have the opposite view—they're not satisfied.

<i>Maintaining streets</i>	<i>Net satisfied</i>	<i>Net not satisfied</i>
Resident <5 years	65%	33%
Resident 6-20 years	51%	44%
Resident 20+ years	37%	58%
All residents	51%	45%

Most likely to say "satisfied" with street maintenance

TV news viewers	66%
Ages 18-34	66%
Resident <5 years	65%
Social media consumers	64%
Own home <2 years	63%
News from family/friends	60%
Men under age 55	60%
HH Income \$40K - \$80K	59%
Renters	56%
College graduates	56%

Most likely to say "not satisfied" with street maintenance

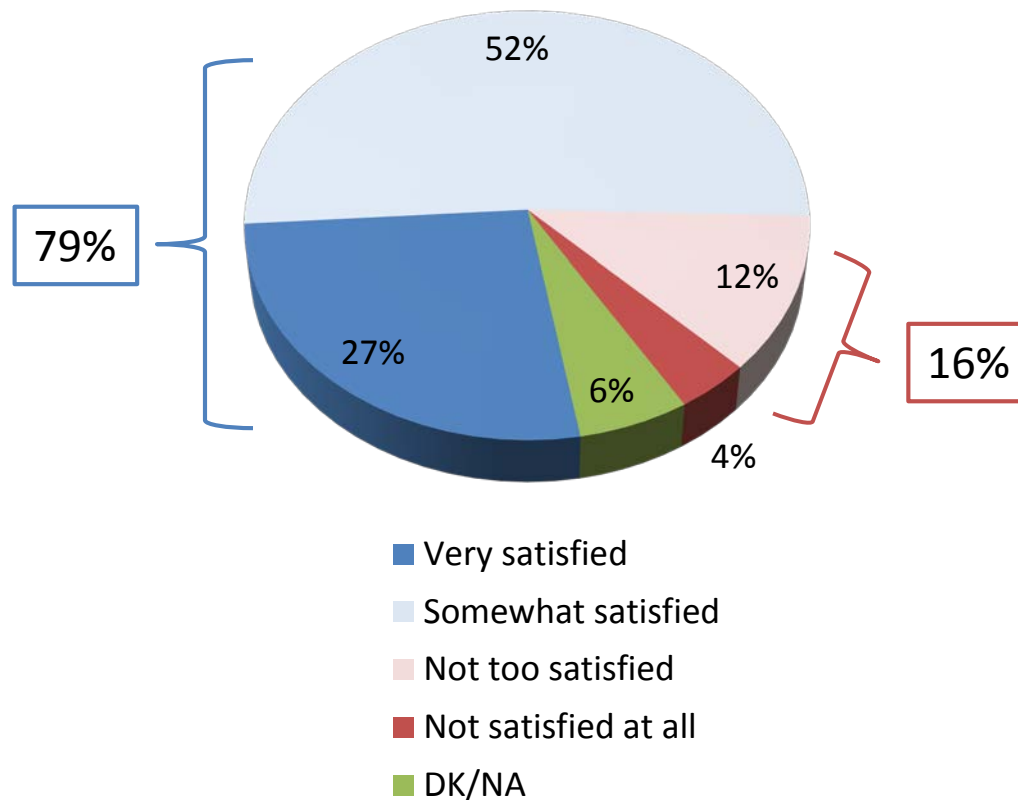
Milwaukie Pilot readers	61%
Own home for 20+ years	59%
City resident for 20+ years	58%
HH income over \$80K	58%
Own home for 11-20 years	53%
Some college education	50%
Post graduates	50%
Over age 55	50%

Combined data

Residents are pleased with storm water, sewer and water services



Providing utilities including storm water, sewer, and water services

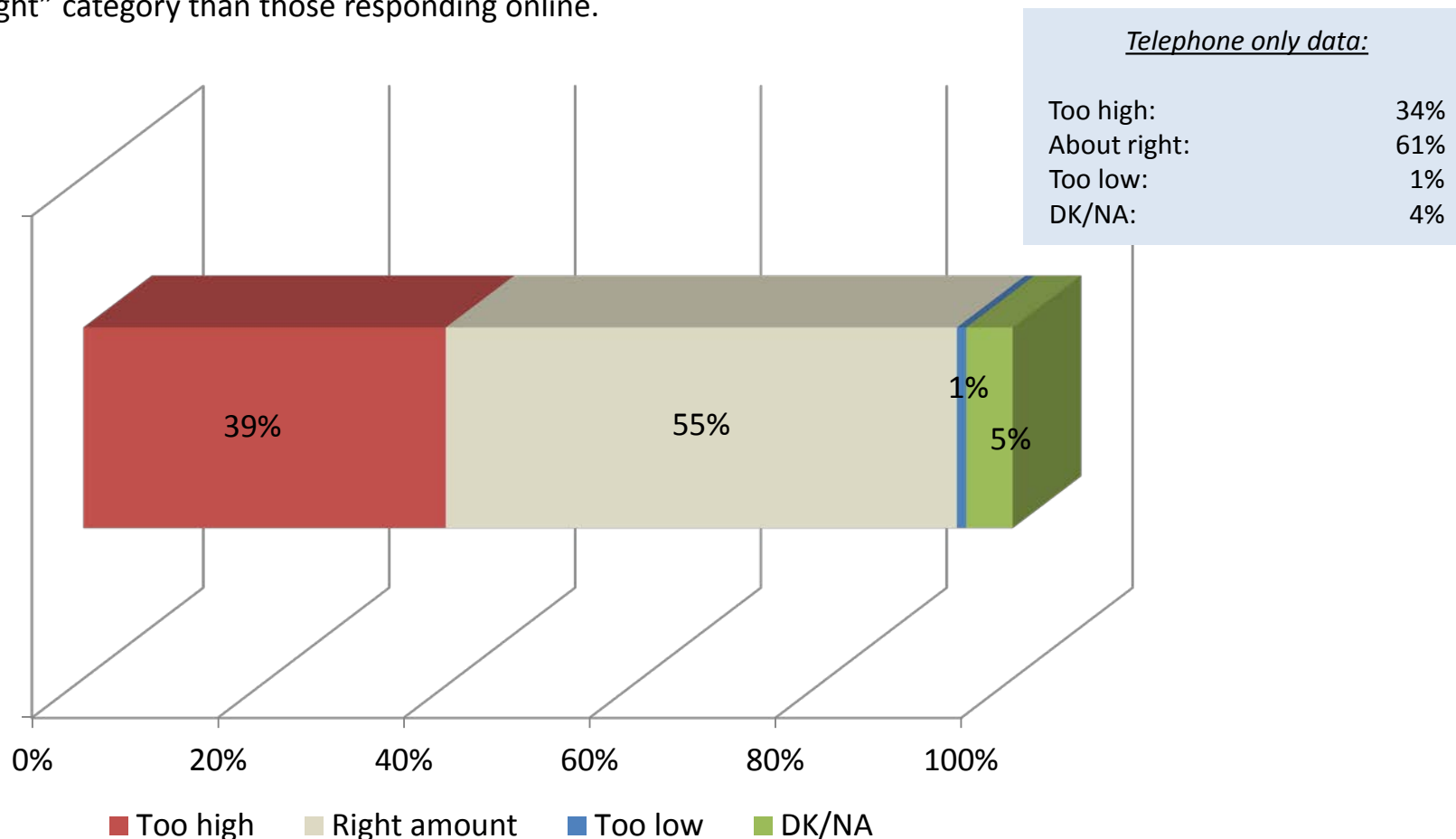


*I'm going to read you some different services provided by the City of Milwaukie. After each, please tell me how satisfied you are with each service. **Combined data***

Regardless of sample type, a majority of residents are inclined to say utility costs are “about right”



Though telephone respondents were slightly more inclined to fall into the “about right” category than those responding online.



Switching gears, do you think the cost of utilities in the City of Milwaukie is too high, the right amount or too low? **Combined data**

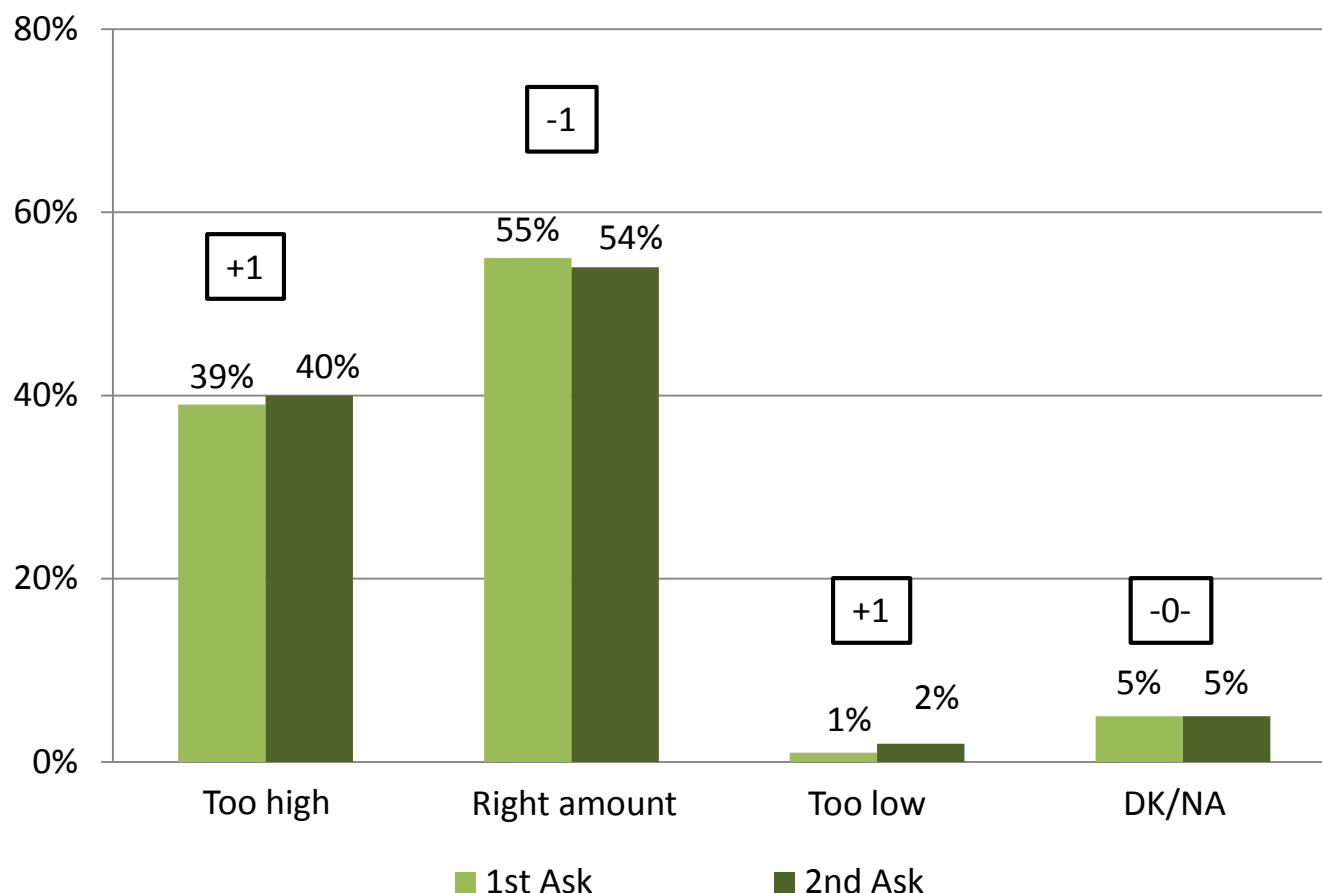
Big divides over perception of utility costs based on length of residency, age, educational attainment and household income



	<i>Too high</i>	<i>Right amount</i>	<i>Right amount margin</i>
Resident <5 years	21%	73%	+52
Resident 6-20 years	43%	53%	+10
Resident 20+ years	53%	41%	- 12
Under age 55	33%	61%	+28
Over age 55	47%	47%	-0-
No college education	46%	48%	+2
College+	30%	63%	+33
HH income <\$40K	52%	43%	- 9
HH income >\$40K	34%	60%	+26
All residents	39%	55%	+16

*Switching gears, do you think the cost of utilities in the City of Milwaukie is too high, the right amount or too low? **Combined data***

No real change in response when residents are told how much they pay, on average, in utility fees

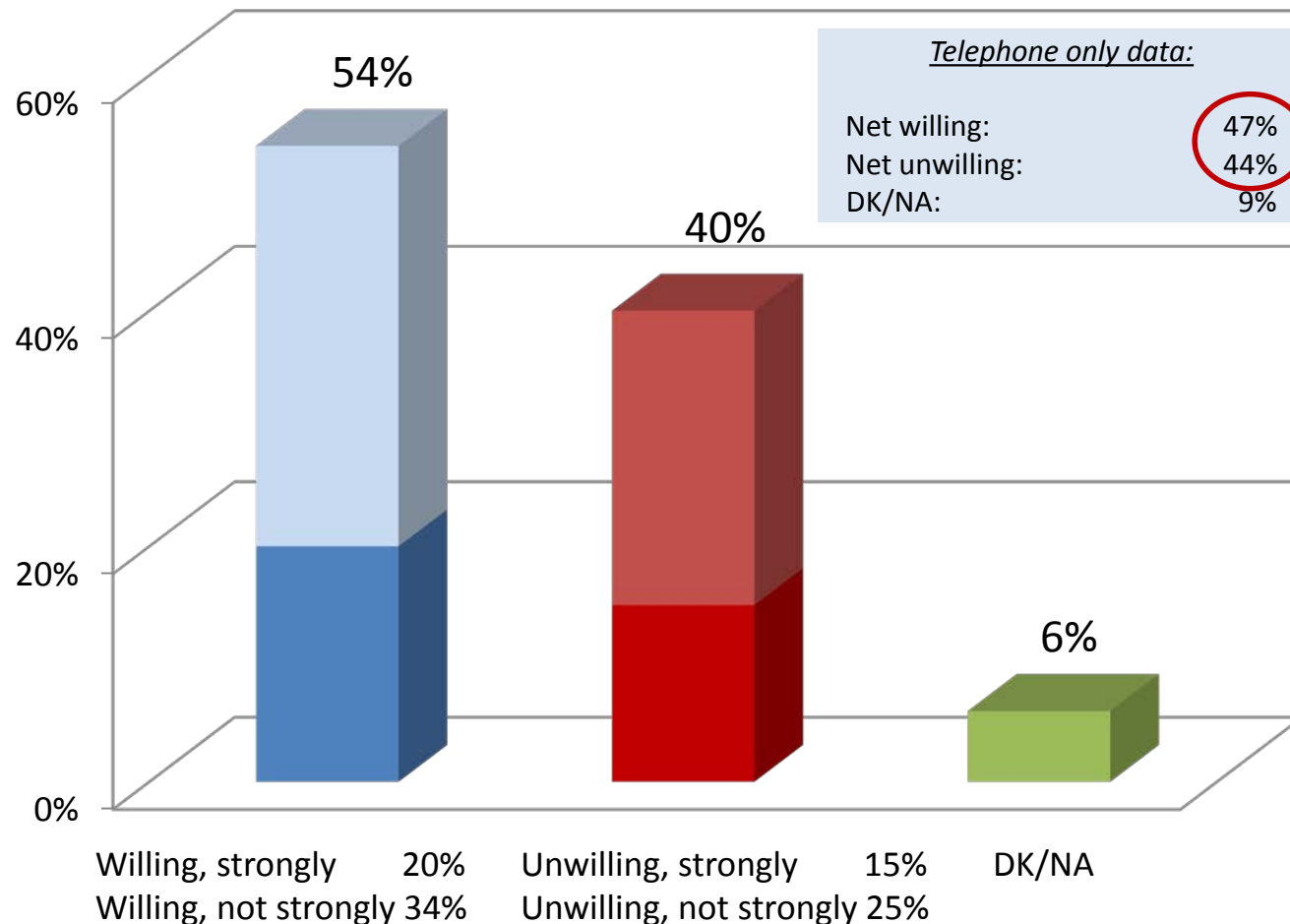


*Right now, the average City of Milwaukie utility bill for a single-family household is \$110.52. This includes water, wastewater, storm water, street and transportation system charges. Having heard this, do you think the cost of utilities in the City of Milwaukie is too high, the right amount or too low? **Combined data***

Residents evince lukewarm support for an increase in utility fees for better side street maintenance and pedestrian enhancements



Be aware that intensity of support and opposition is limited—meaning an education effort would be needed. In addition, residents in the telephone sample were much more divided—indicating a good amount of outreach is necessary if the City goes down this road.



Would you be willing to pay more in fees if it meant side streets were better maintained and street safety was improved by adding sidewalks and crosswalks throughout the city?

Combined data

Willingness to increase utility fees is based on length of residence, age, educational attainment, gender and household income



	<i>Net willing</i>	<i>Net unwilling</i>	<i>Net willing margin</i>
Resident <5 years	62%	37%	+25
Resident 6-20 years	55%	37%	+18
Resident 20+ years	45%	48%	- 3
Under age 55	56%	37%	+19
Over age 55	50%	45%	+5
No college education	47%	45%	+2
College+	62%	35%	+27
HH income <\$80K	48%	46%	+2
HH income >\$80K	71%	28%	+43
Men	51%	44%	+7
Women	56%	37%	+19
All residents	54%	40%	+14

< Household income has a big role to play in willingness to increase utility fees.

Would you be willing to pay more in fees if it meant side streets were better maintained and street safety was improved by adding sidewalks and crosswalks throughout the city? **Combined data**

Respondents outlined a mix of issues related to street maintenance and improvements



Prioritize road maintenance

- “Roads are on the cusp of failure.”
- “The roads. I love on Wood Ave and the road is atrocious.”
- “Road maintenance in neighborhood streets. Not bike paths.”
- “Quality of city roads which took a beating during this past winter on top of their already poor condition.”

Holistic road maintenance / safety / active transit concerns

- “Pedestrian and biking safety. Improve neighborhood sidewalks, especially around schools.”
- “The roads are horrible in neighborhood areas. Sidewalks would also improve a lot of areas.”
- “Safe roads, paths, sidewalks intersections for bicycling and walking.”
- “create, improve and maintain bike paths and sidewalks due to increased traffic on roadways including neighborhood streets.”

For you personally, what is the single most important issue for the Milwaukie City Council to address over the next year?



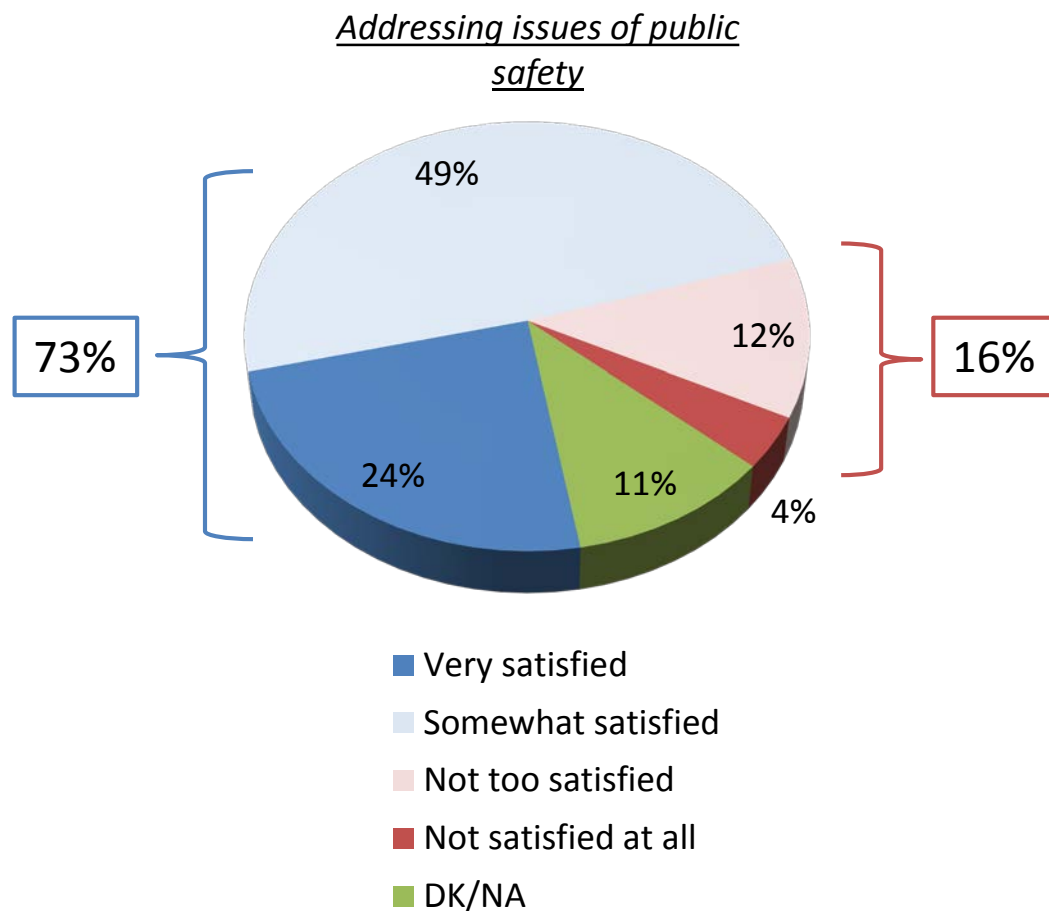
Perceptions of Public Safety and City Parks

Perceptions of Public Safety and City Parks:



- Residents are very satisfied with the services provided by their police department and give the organization rave reviews. This organization gets the closest to “beloved” status of any that we tested in this survey.
- Respondents lean in favor of increasing property taxes to support increased park services. A majority (53%) favor the notion, while only 38% are opposed. It should be noted that the telephone only data set shows a more divided resident base (46% favor; 41% oppose) on this fiscal issue. City leaders should tread carefully here if it’s something they wish to pursue.
- It’s also worth noting that should this issue go to ballot it faces an uphill challenge. We typically like to see ballot language (something we did not test) begin with support in the mid to high 50s and “strong” support at around 40%. “Strong” opposition should be muted, at around 25%. This question meets only one of these three key indicators of initiative success.
- To be clear: we do not want the above bullet point to be seen as a firm “no” to parks expansion. However, we do want to emphasize that given the light intensity (on either side of the issue) it’s incumbent on the City to embark on an education effort that firmly explains why this action is necessary. Residents are clearly open to a discussion, but they need more information before making a decision whether or not to jump on board.
- As we’ve seen on previous fiscal issues, there are some clear divides present among City residents. The newest residents are firmly in favor (63%), while those who have lived in the City the longest are divided (42% favor; 46% opposed).

Nearly three-quarters say they are satisfied with how the city addresses public safety issues



*I'm going to read you some different services provided by the City of Milwaukie. After each, please tell me how satisfied you are with each service. **Combined data***

Information about the existing parks and recreation system:



Let me tell you about the way parks are managed in the City of Milwaukie:

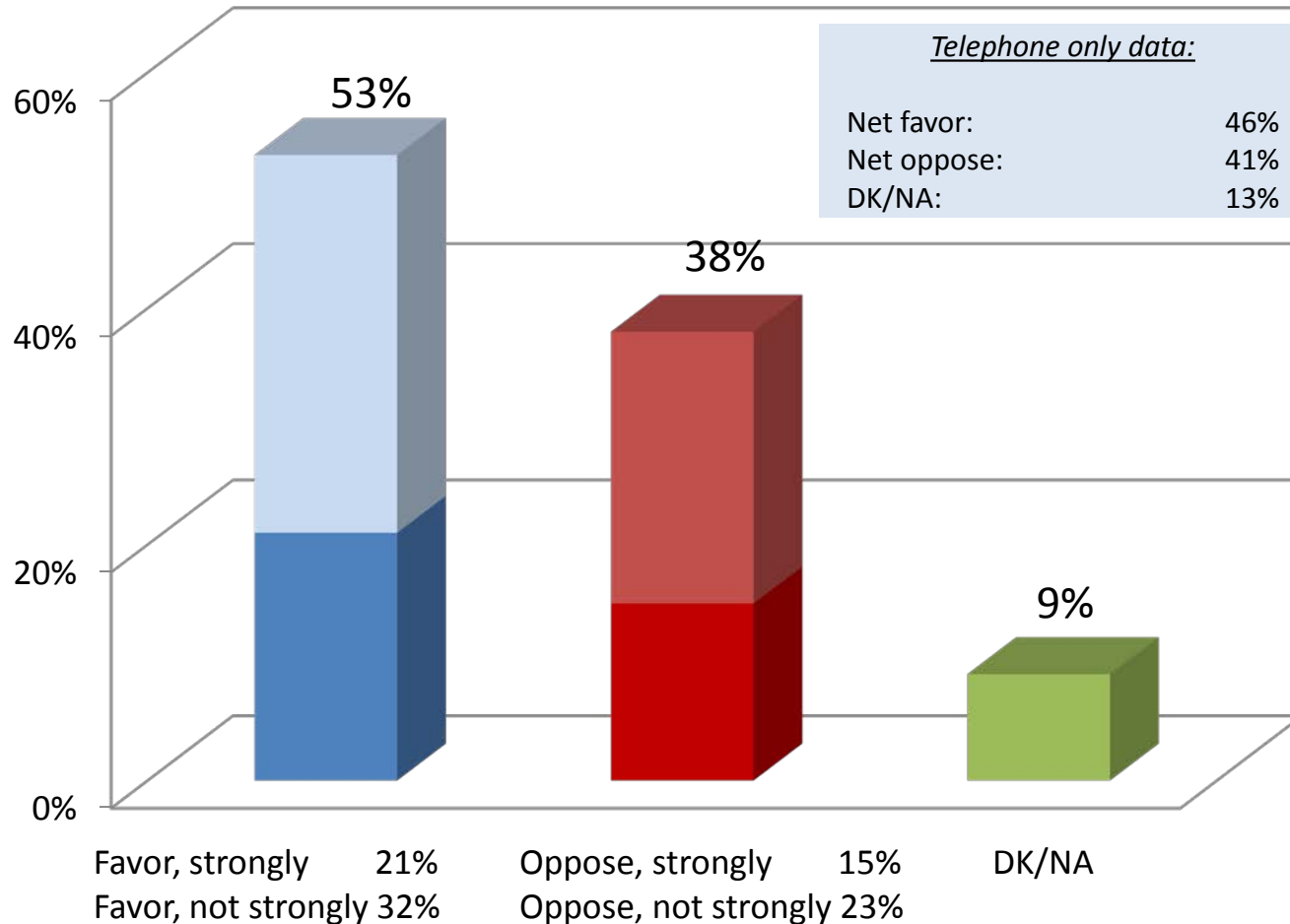
The City of Milwaukie is currently included in a special tax district – known as NCPRD – that encompasses all of Milwaukie and portions of unincorporated Clackamas County. NCPRD is responsible for the operations and maintenance of the city's parks and recreation services. Taxpayers in the City of Milwaukie currently pay \$0.54 per \$1,000 of assessed value for these park services. In order to develop new parks and provide parks and recreation services that are similar to cities like Gresham, Oregon City and West Linn, it may be necessary to increase parks funding by an additional \$0.35 per \$1,000 of assessed value.

Having heard this, would you favor or oppose increasing funding by an additional \$0.35 per \$1,000 of assessed value in order to develop new parks and increase the quality of parks and recreation services to levels similar to cities like Gresham, Oregon City and West Linn? Do you feel that way strongly or not so strongly?

Tepid support for an increase in property taxes to fund parks enhancements



Intensity of support is light, though so is opposition. Residents contacted via telephone lean in favor but do not provide a majority.



Having heard this, would you favor or oppose increasing funding by an additional 35 cents per one thousand dollars of assessed value in order to develop new parks and increase the quality of parks and recreation services to levels similar to cities like Gresham, Oregon City and West Linn? Do you feel that way strongly or not so strongly?

Combined data

Again, age, length of residence, household income, educational attainment and gender predicate support and opposition to a fiscal issue—in this case parks enhancements



	<i>Net favor</i>	<i>Net oppose</i>	<i>Net favor margin</i>
Resident <5 years	63%	34%	+29
Resident 6-20 years	55%	35%	+20
Resident 20+ years	42%	46%	- 4
Under age 55	57%	33%	+24
Over age 55	47%	45%	+2
No college education	45%	42%	+3
College+	62%	34%	+28
HH income <\$60K	46%	43%	+3
HH income \$60K - \$80K	54%	39%	+15
HH income >\$80K	69%	30%	+39
Men	47%	43%	+4
Women	58%	34%	+24
All residents	53%	38%	+15

*Having heard this, would you favor or oppose increasing funding by an additional 35 cents per one thousand dollars of assessed value in order to develop new parks and increase the quality of parks and recreation services to levels similar to cities like Gresham, Oregon City and West Linn? **Combined data***

The limited open-ends focusing on parks express support for more opportunities for kids to play and community to gather



"A outdoor water park."

"Parks & community centers for kids."

"More family kid friendly."

"Milwaukie needs a skate park."

Access and community building. I like the way Milwaukie is growing, and I want to keep our community healthy and strong by making sure we're serving everyone, everyone feels welcome, and everyone is encouraged to join in.

For you personally, what is the single most important issue for the Milwaukie City Council to address over the next year?



Joel Bergman Recognized as Milwaukie's
Volunteer of the Year for 2016

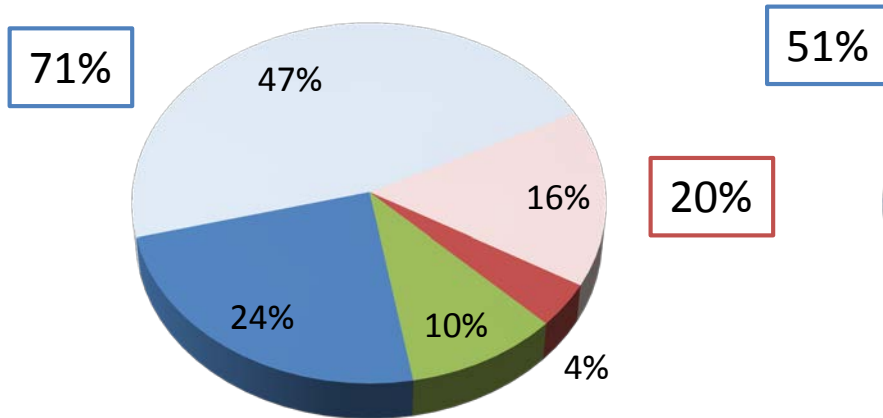
Perceptions of City Communications

Residents are satisfied with city outreach about events and policy discussions



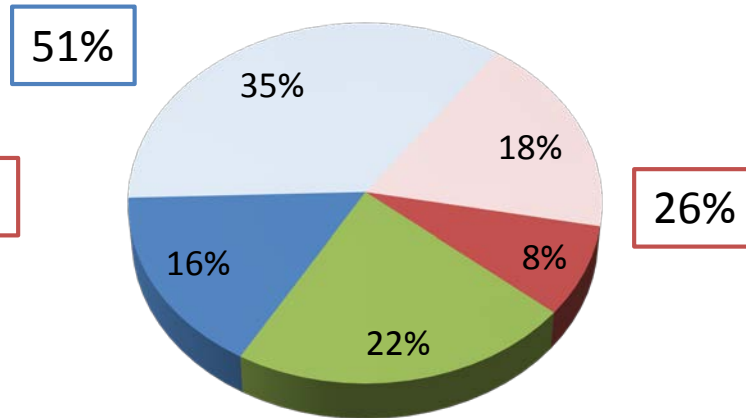
While residents provide a majority who are satisfied with the city's ability to listen to input, perceptions are weak on this point and many are unsure.

Informing the community about current events and policy discussions



- Very satisfied
- Somewhat satisfied
- Not too satisfied
- Not satisfied at all
- DK/NA

Listening to community input



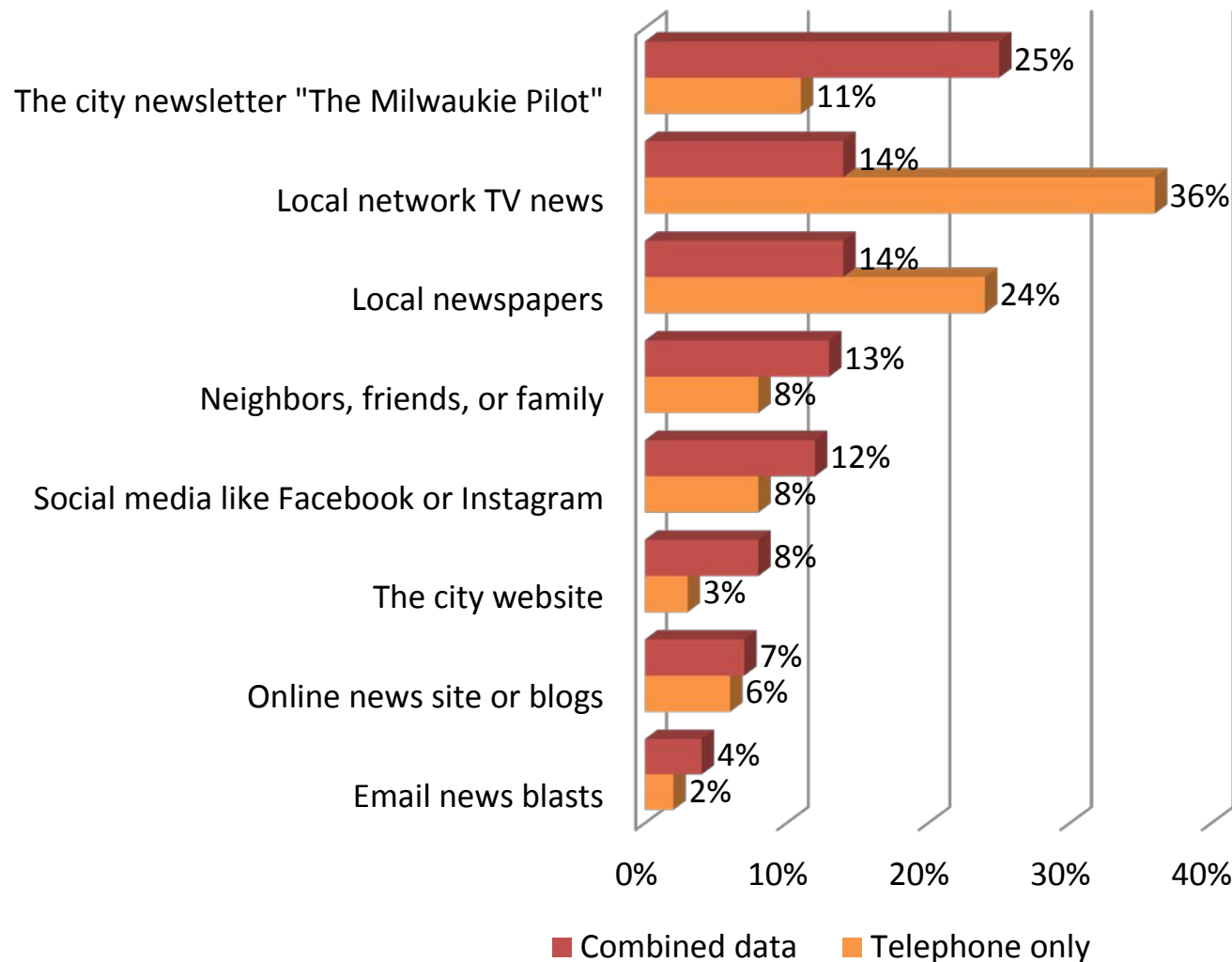
- Very satisfied
- Somewhat satisfied
- Not too satisfied
- Not satisfied at all
- DK/NA

*I'm going to read you some different services provided by the City of Milwaukie. After each, please tell me how satisfied you are with each service. **Combined data***

Online respondents much more likely to get city news from the Pilot



Telephone interviewees less connected, get news from TV and newspapers.



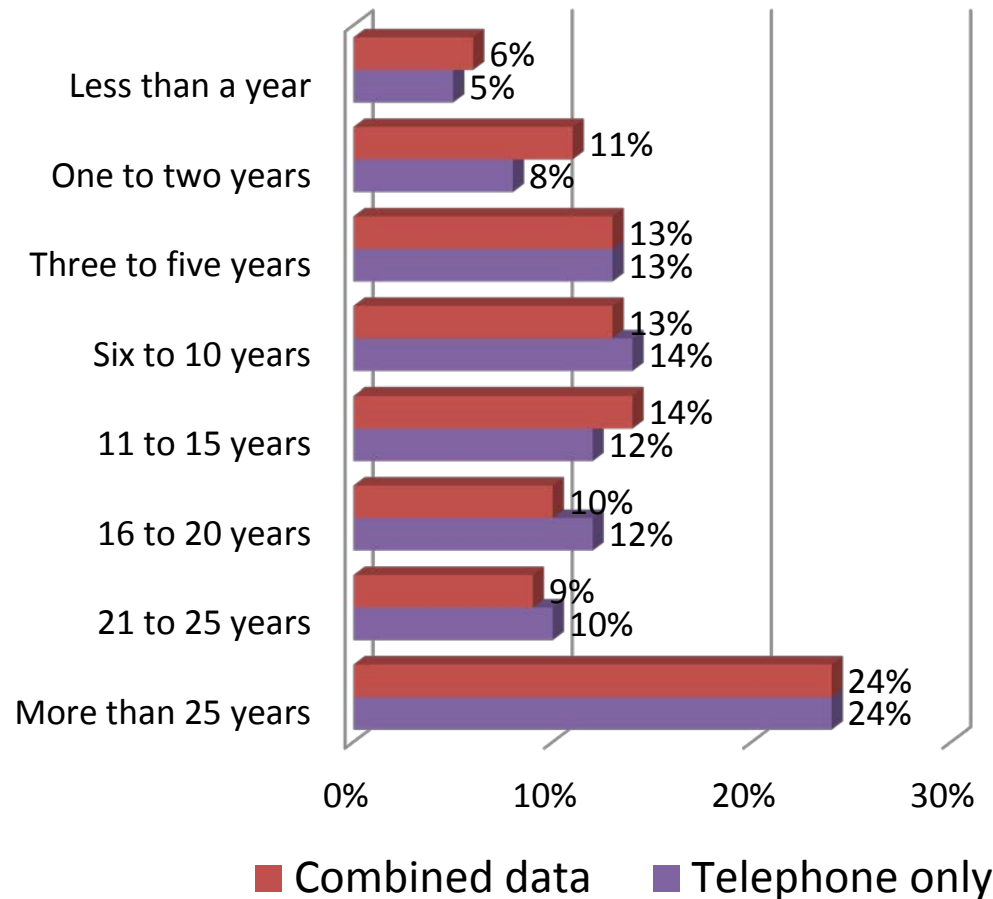
*From which of the following sources do you generally get most of your news about the City of Milwaukie? **Combined data***



Demographics



Length of residence:



Lived in city for less than five years

People of color	52%
Under age 55	47%
HH income \$40K - \$60K	42%
Renters	41%
HH income over \$80K	36%

Lived in city between 6 to 20 years

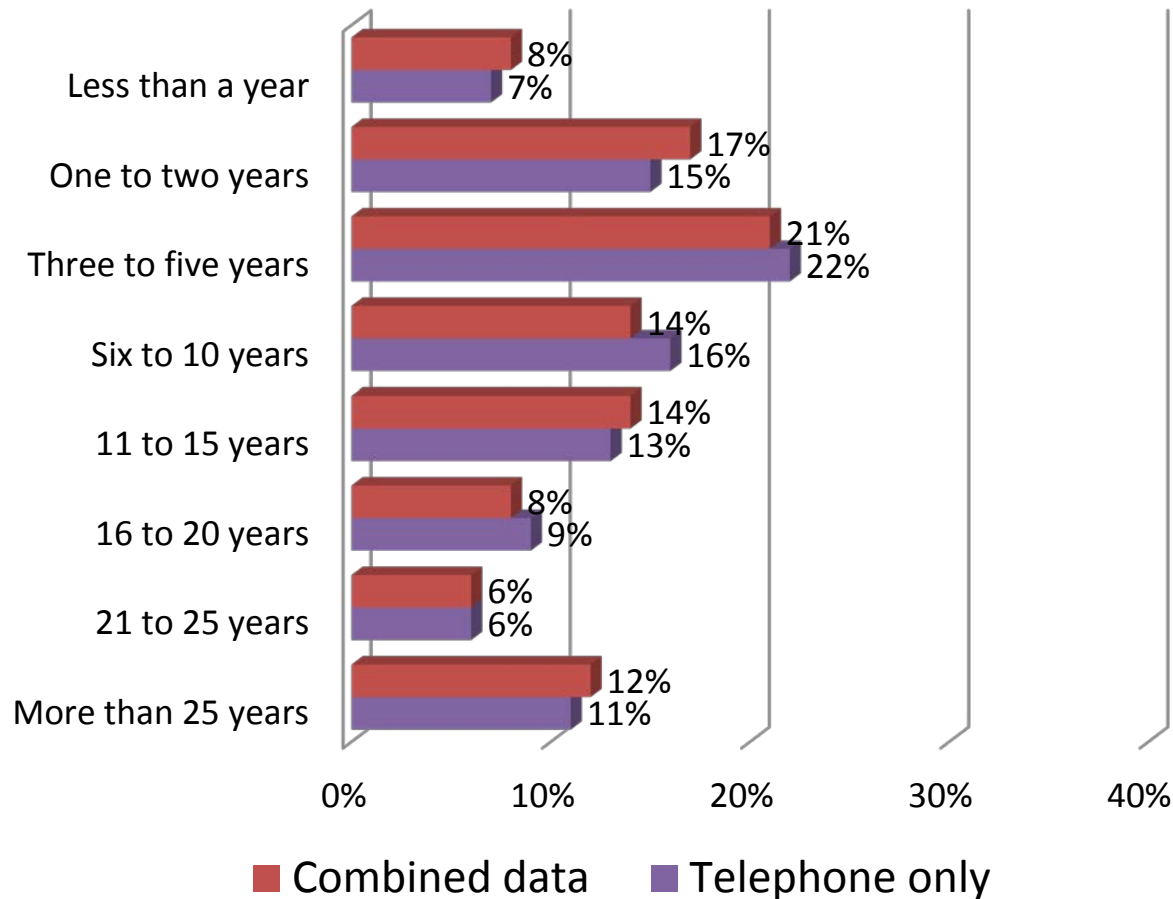
Ages 45-64	45%
Parents of kids <18	44%

Lived in city over 20 years

Over age 55	50%
No college	41%
HH income <\$40K	41%
No kids @ home	39%
News from family/friends	38%

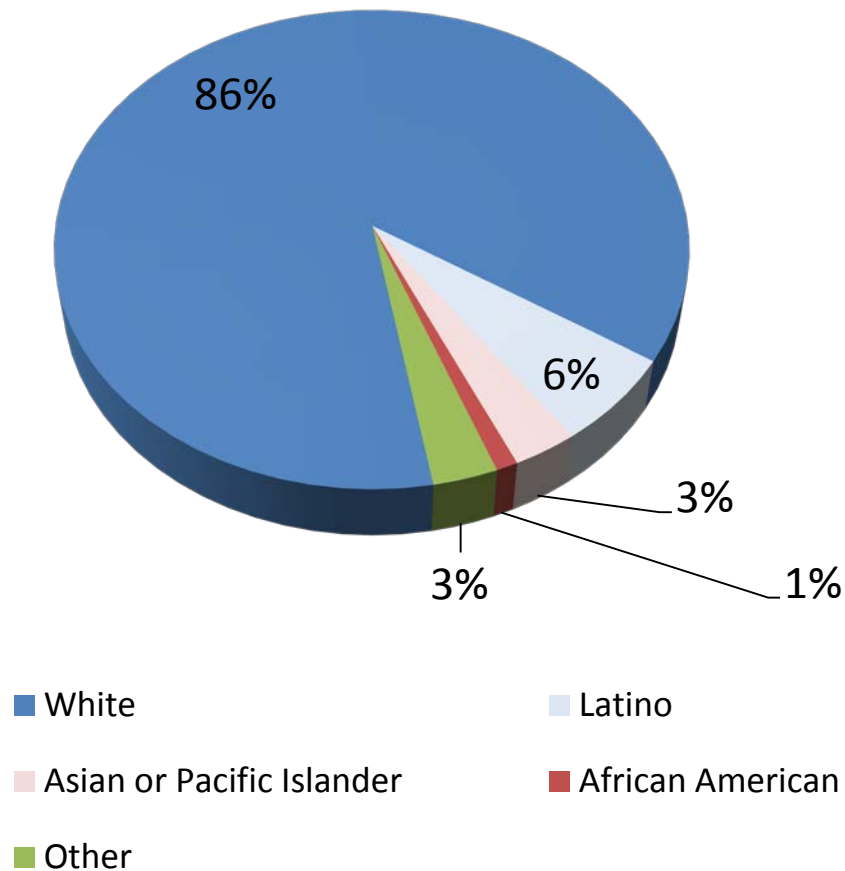
How long have you lived in the City of Milwaukee?

Length of residence at current home:



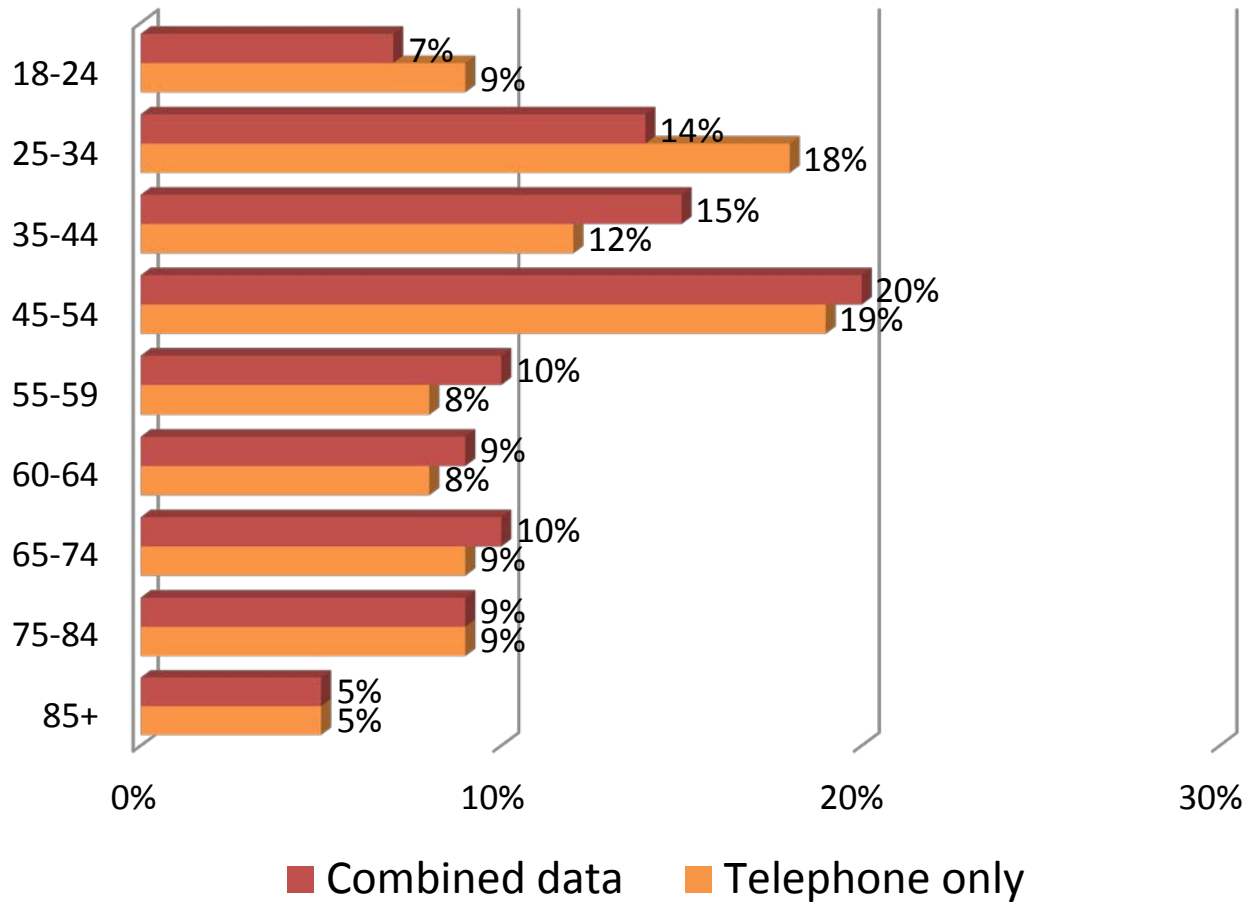
And how long have you lived at your current home within the City of Milwaukie?

Race / Ethnicity:



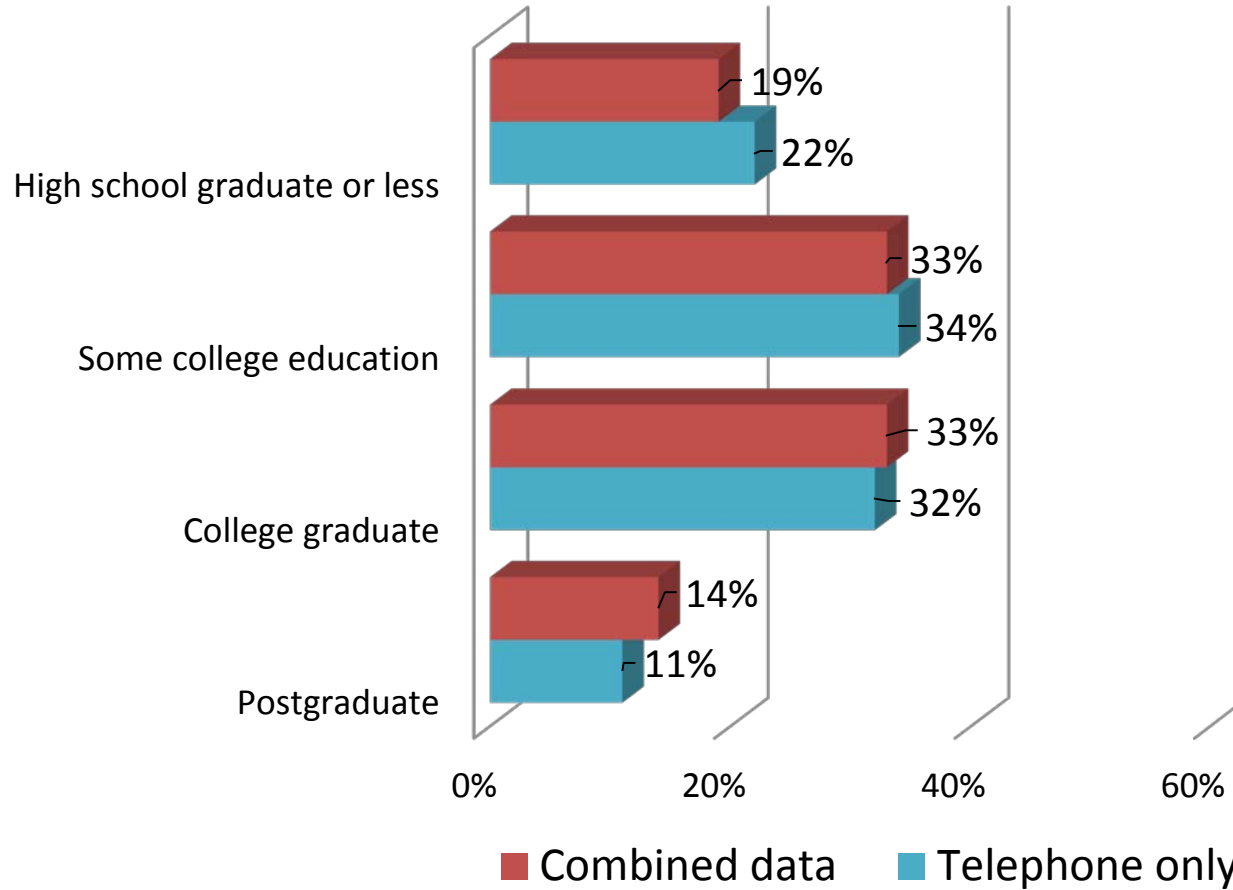
*Do you come from an Hispanic, Latino, or a Spanish-speaking background? [IF NO:] What is your race or ethnic identity? **Combined data***

Age:



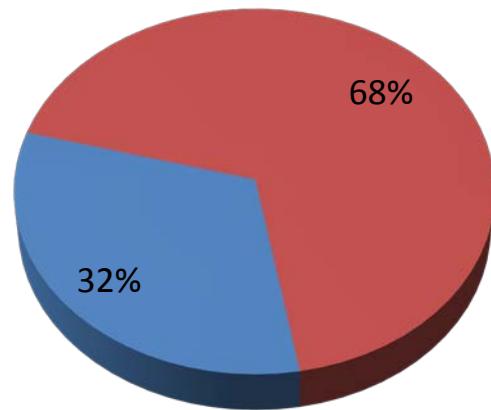
What is your age?

Educational attainment:



What was the last level of education that you completed?

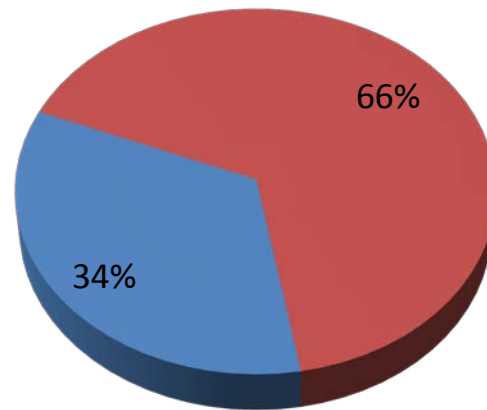
Parental status:



■ Yes

■ No

Telephone only sample

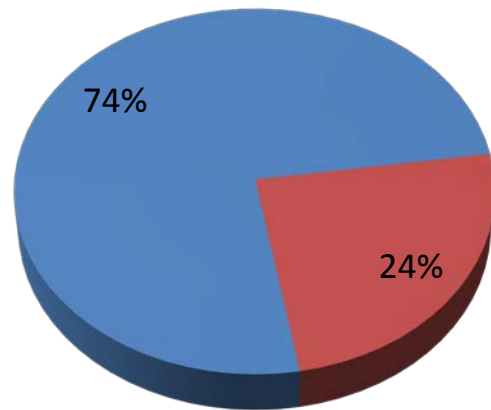


■ Yes

■ No

Combined data

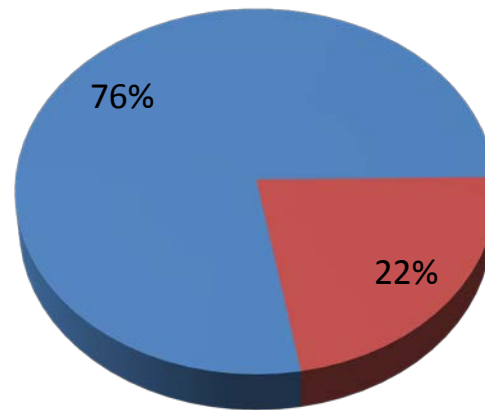
Home ownership:



■ Yes

■ No

Telephone only sample

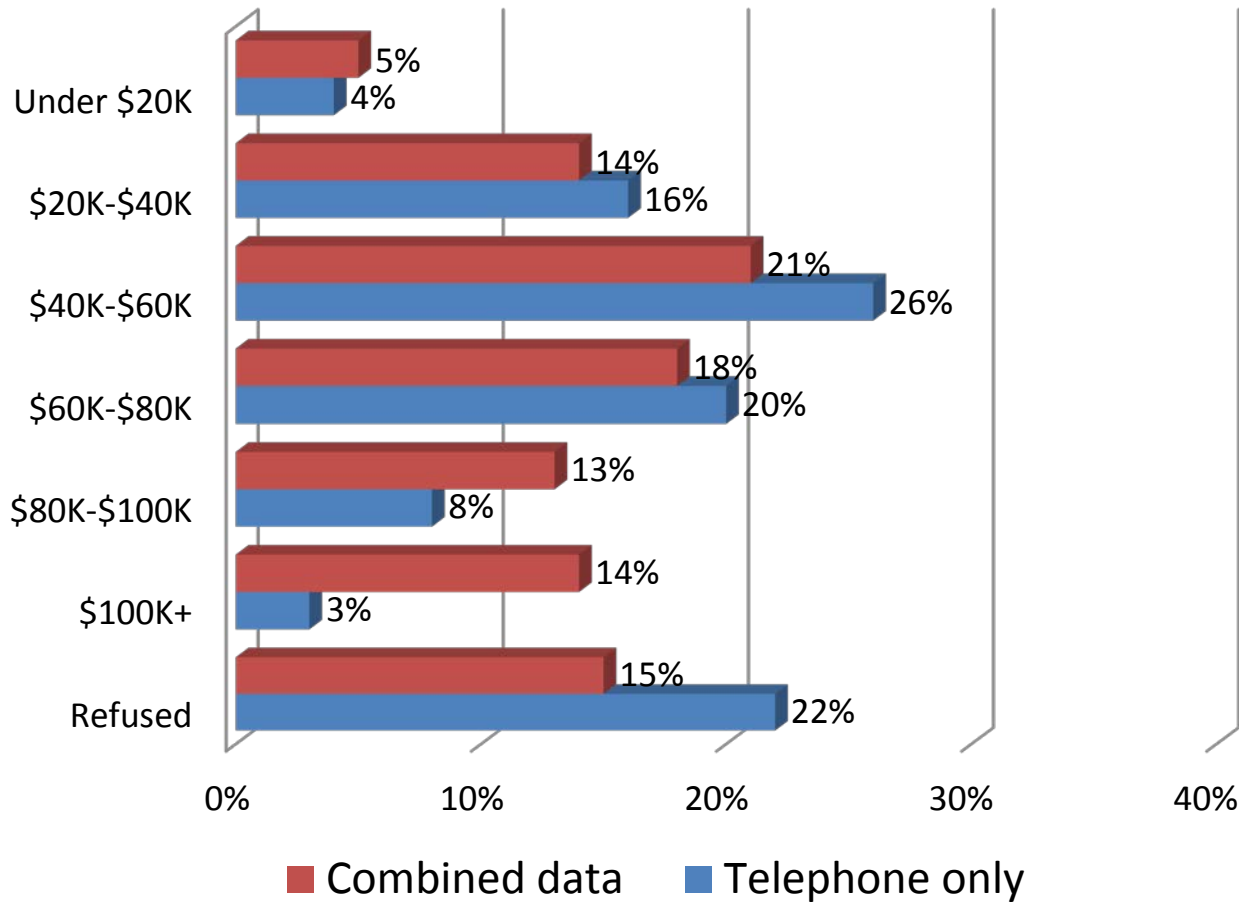


■ Yes

■ No

Combined data

Average salary:



In which of the following ranges does your family income fall?