

## Moore-Love, Karla

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**From:** Lawrence Hudetz <hudechrome@gmail.com>  
**Sent:** Thursday, April 30, 2015 3:11 PM  
**To:** Moore-Love, Karla  
**Subject:** RoseMarie Opp/My response for the record  
**Attachments:** LU 14 249689 city council hearing April 23, 2015 response.doc; Reservoir ad 04-\_4.jpg

Enclosed are two attachments

1. My response to LU 14 249689 City Council April 23, 2015 hearing
2. Save our Reservoir

Please put in the record.

Thank you for all your work in getting our documents in the record.

RoseMarie Opp  
1339 SE 130th Avenue  
Portland, OR 97233  
[hudechrome@gmail.com](mailto:hudechrome@gmail.com)

(Lawrence Hudetz name appears  
as we share emails his is [hudechrome@usa.net](mailto:hudechrome@usa.net))

April 30, 2015  
Response to City Council hearing of April 23, 2015  
Washington Park Reservoirs Demolition  
LU 14-249689

(for the record)

I live in the East Portland area and the people here have not had meetings that I know of regarding this critical issue, the change proposed in the Bull Run Water System and the delivery of our water to our homes, workplaces, and businesses. Demolishing our fully functioning open reservoirs is a profound change as I described in letters and testimony I had submitted for the record, City Council hearing of April 23, 2015. As I explained the open reservoirs allow the radon from the Columbia S. Shore well fields to dissipate in the air, the removal of those open reservoirs and containing our water in closed tanks degrades our water, plus that radioactive water will then come into our homes with water use. The more we use those well fields the more problematic the radon issue. Many years ago at meetings regarding the Habitat Conservation Plan, we were told by the water bureau that with this plan we would be using the well water 30%, I do not know whether this is a blend % but in any event radon is an issue. This is not only a land use, this is about the drinking water for all in the region who drink and use this water and most of the people in our city have not been informed.

See attachment provided on Save Our Open Reservoirs

#### GOAL 9: CITIZEN INVOLVEMENT

##### Findings: Policy 9.1

Citizen Involvement Coordination states: "Encourage citizen involvement in land use planning projects by actively coordinating the planning process with relevant community organizations, through the reasonable availability of planning reports to city residents and businesses, and notice of official public hearings to neighborhood associations, business groups, affected individuals and the general public."

In my opinion this Goal 9 has not been met. The general public would be city wide since this park belongs to the public and the water delivery system concerns mentioned are of city wide public interest. Meetings in Mt. Tabor and Arlington are not adequate for these major changes, our drinking water and parks. East Portland, North Portland, SW and all those who drink and use Bull Run Water are stakeholders and should have been notified and had meetings to discuss alternatives and that their drinking water and public health are at stake.

The Federal Safe Drinking Water Act indicates that residents need to know of any change in their water.

I have submitted the meeting schedule of all of the CSB meetings, one can see that other than CSB members and staff only 28 people, public/residents attended from the July, 2013 to October, 2014, meetings. The open house#2 meeting of October 16, 2013 showed 13 people attended. I read later where online 156 people participated. 47 members of the public participated in the tours mostly residents of adjacent neighborhoods. These numbers do not match the Public Involvement Project indicated at the hearing. Only 20,000 postcards were sent, and emails and postings. What information was given on these communications? I scanned the meeting summaries and I don't believe the details were brought up such as 30,000 truckloads coming through the neighborhood streets until the last meeting, nor do I believe the public was made aware of construction details/concerns, nor public health matters involved with changes from open reservoirs to closed tanks, nor the cost of this project including wear and tear on our city streets with all the construction/trucks.

What will happen to the Historic Olmsted Landscape design under this four year period of construction? This appears to be a "redo" urban design rather than a preservation of that Olmsted design. p. 30, Figure 16 new design shows ribbons of cement with a small pond instead of the expansive open reservoir. (<http://www.portlandoregon.gov/water/article/512647>)

## **Meeting Schedule**

CSB meetings were open to the public. All meetings were held at the First United Methodist Church, 1838 SW Jefferson, Room 202, unless otherwise indicated.

- Community Sounding Board #1 – Tuesday, July 16th from 5:30 – 8:00 pm
- Community Sounding Board #2 – Tuesday, August 6th from 6:00 – 8:00 pm
- Community Sounding Board #3 – Tuesday, August 20th from 6:00 – 8:00 pm
- Community Sounding Board #4 – Wednesday, September 18th from 6:00 pm – 8:00 pm
- Community Sounding Board #5 – Wednesday, October 2nd from 6:00 pm – 8:00 pm
- Community Sounding Board #6 – Wednesday, October 30th from 6:00 pm – 8:00 pm
- Community Sounding Board #7 – Wednesday, January 15th from 6:00 pm – 8:00 pm
- Community Sounding Board #8 – Wednesday, April 30th from 6:00 pm – 8:00 pm
- Community Sounding Board #9 – Wednesday, October 29 from 6:00 pm – 8:00 pm at Zion Lutheran Church at 1015 SW 18th Avenue

### **July 16, 2013**

Committee Sounding Board Members (CSB)

CSB Present – 5

CSB Absent - 4

Staff – 11

1 Architect, 1 NWNW Board

### **August 6, 2013**

CSB present -6

CSB absent -3

Staff – 11

Residents - 3

### **August 20, 2013**

CSB present – 6

CSB present - 4

Staff – 13

Public – 9

### **September 18, 2013**

CSB Present - 7

CSB Absent – 4

Staff – 10

Resident – 1

### **October 2, 2013**

CSB Present – 8

CSB Absent 1

Staff 9

1 Architect, 1 NH Assoc., 1 Resident

**October 30, 2013**

CSB Present – 7

CSB Absent 2

Staff 10

1 Student, 2 Residents

**January 15, 2014**

CSB Present – 6

CSB Absent – 3

Staff – 12

Resident – 1

**April 30, 2014**

CSB Present – 6

CSB Absent – 2

Staff 15

Public – 1

**October 29, 2014**

CSB Present – 2

CSB Absent – 6

Staff – 13

NH Assoc. - 2

Public – 3

**TOTAL Attending all meetings from July 16, 2-13 to October 29, 2014 other than CSB and Staff:**

**Architects – 2**

**NWNW Board and NH Assoc. - 4**

**Public/Residents – 22**

WHY are these historic open reservoirs proposed to be demolished? Scott Fernandez has provided charts that show the early landslide had been mitigated to where very little movement exists now. The burden of proof is on the applicant when this chart/facts show other than what the bureau is suggesting, a potential problem with earthquakes, etc. and it seems the applicant is moving the conversation into another reason now, the landslide to demolish these grand historic structures. Is it because they want another factor other than the LT2 in case that review of LT2 of 2016 should grant a waiver to retain open reservoirs?

Language used in the hearing such as siesmec susceptibility is not the same as the evidence of the chart provided by engineers which was submitted in the record by Fernandez. Again what is the burden of proof that new construction would not cause more problems? Speaking of aging infrastructure as another project driver, all one needs to do is look at photographs provided to see the reservoirs at Washington Park are in good condition. Actually it is the new project built at Powell Butte that had problems, over 3000 cracks with 200,000 gallons of water leaking each day for an extended period of time. (<http://koin.com/2014/02/06-powell-butte-reservoir-failing-leak-tests/>)

I challenge Commissioner Amanda Fritz comments at the beginning of the hearing when she said: *That we are not here to discuss the merits of the LT2 goal which is a federal mandate that has been given to the City of Portland , . . . . . the council has directed the water bureau to comply with. That is not a factor in which the approval criteria is met in this case, we are only looking at Washington Park today, that is the only site under consideration. . . .*

<http://www.portlandoregon.gov/water/article/512647>

Washington Park Improvements Project  
Portland Water Bureau Type IV Demolition  
Application for the Historic Demolition Review

p. 22:

*Another* key driver for this project and its current timeline is the Long Term 2 Enhanced Surface Water Treatment Rule (LT2)  
If a key driver for this demolition project then why were we not to discuss the LT2 as a factor at the April 23<sup>rd</sup> City Council hearing?

p.35

2020 . . . . .The site will be restored to original function as recreational destination.

The open reservoirs were originally designed as a functional component of the city's utility, our Bull Run Water System.

p.50

PZC 33.846.080 (A) ...preservation of irreplaceable historic assets that preserve our heritage.

How can there be balanced support as described by applicant as irreplaceable assets are demolished?

p. 54:

. . . substantial weight be given to Goal 11E- Water Service  
Policy 11:26 Quality...

The document goes on to state that this essential city service cannot be provided effectively without the proposed demolition and construction of a new below-ground reservoirs.

Quite frankly, it is known that our current system now with the open reservoirs fully functioning has provided our community with good drinking water out of the tap and considered one of the best drinking waters if not the best in our country.

It is an insult to infer that our good water cannot be provided without the demolition when we have had over 100 years of healthy drinking water. EPA has documents that show the closed storage tanks have been problematic. Excerpts below from link:

[http://www.epa.gov/ogwdw/disinfection/tcr/pdfs/whitepaper\\_tcr\\_storage.pdf](http://www.epa.gov/ogwdw/disinfection/tcr/pdfs/whitepaper_tcr_storage.pdf)

## 2.0

### Description of Potential Water Quality Problems

Water quality problems in storage facilities can be classified as microbiological, chemical or physical. Excessive water age in many storage facilities is probably the most important factor related to water quality deterioration. Long detention times, resulting in excessive water age, can be conducive to microbial growth and

chemical changes.

.....

Microbial contamination from birds or insects is a major water quality problem in storage tanks.

One tank inspection firm that inspects 60 to 75 tanks each year in Missouri and southern Illinois reports that 20 to 25 percent of tanks inspected have serious sanitary defects, and eighty to ninety percent of these tanks have various minor flaws that could lead to sanitary problems (Zelch 2002).

.....

Storage facilities have been implicated in several waterborne disease outbreaks in the United States and Europe. In December 1993, a *Salmonella typhimurium* outbreak in Gideon, Missouri resulted from bird contamination in a covered municipal water storage tank (Clark et al. 1996).

Pigeon dropping on the tank roof were carried into the tank by wind and rain through a gap in the roof hatch frame (Zelch 2002). Poor distribution system flushing practices led to the complete draining of the tank's contaminated water into the distribution system. As of January 8, 1994, 31 cases of laboratory confirmed salmonellosis had been identified. Seven nursing home residents exhibiting diarrheal illness died, four of whom were confirmed by culture. It was estimated that almost 600 people or 44% of the city's residents were affected by diarrhea in this time period

.....

### 2.1.3

#### Nitrification

Nitrification is a potential health concern in finished water storage facilities due to the formation of nitrite and nitrate.

.....

### 2.1.4

#### Chemical Contaminants

Coating materials are used to prevent corrosion of steel storage tanks and to prevent moisture migration in concrete tanks. Through the 1970's, coatings used in finished water storage facilities were primarily selected because of their corrosion resistance and ease of application.

This led to the use of industrial products like coal tars, greases, waxes and lead paints as interior tank coatings. These products offered exceptional corrosion performance but unknowingly contributed significant toxic chemicals to the drinking water. Grease coatings can differ greatly in their composition from vegetable to petroleum based substances and can provide a good food source for bacteria, resulting in reduced chlorine residuals and objectionable tastes and odors in the finished water (Kirmeyer et al. 1999).

*“The Portland Water Bureau provides the highest quality water, customer service and stewardship of the critical infrastructure, fiscal and natural resources entrusted to our care. We enhance public health and safety and contribute to the economic viability and livability of the Portland metropolitan region. We are a recognized leader among water services.”*

My point being - on the demolition document where the applicant claims essential city service cannot be provided effectively without the proposed demolition and construction of a new below-ground reservoirs and then in the same document the statement that our bureau provides our community with highest quality water service, etc. - this doesn't equate with the statement that they must demolish and construct the new below-ground reservoirs. In my opinion, if the water bureau responds to the closed storage tanks that they will do better maintenance than the cases presented by EPA that had problems, that is of no comfort when one looks at the Portland Water Bureau's dismal deferred maintenance on our current water system.

The city keeps saying that they made repeated efforts with EPA and that EPA has required we no longer have open reservoirs. Where is the evidence of those efforts and a serious request for a Waiver from the EPA LT2 based on the science? Unfortunately, it is quite clear the city and our water bureau want to move forward with demolishing and disconnecting our open reservoirs rather than join with NY and NJ who have worked to retain their open reservoirs for their community. Our city has set their own time frame on this. NY got a reprieve until 2028. All one needs to do is compare NY and NJ efforts with our City Council and water bureau to know that our community is losing financially and now it looks like our public health risk is at stake too and with not much concern as a discussion on that has not been on the table.

The EPA LT2 is being reviewed into 2016.

The cost of the proposed Washington Park Reservoirs Demolition project is \$76 million.

It would only be prudent to not move forward with all these plans as EPA may approve that open reservoirs could be retained. We don't have a problem with our water, we have a problem that our city isn't asking for a Waiver. The science is on our side. In my opinion, this has been driven politically with a deafening silence from most elected officials including our legislative representatives. If there are some on the side of saving our open reservoirs and active in saving our open reservoirs I would ask that they join the many citizens who have fought to save our open reservoirs. On one day I was told this was a city issue, that evening Amanda Fritz at a parks event told me it was up to the Congressional delegation. We have gotten a run around with go to the state, etc. This is a federal regulation and Senator Merkly told me that he couldn't do more because the city hasn't asked him.

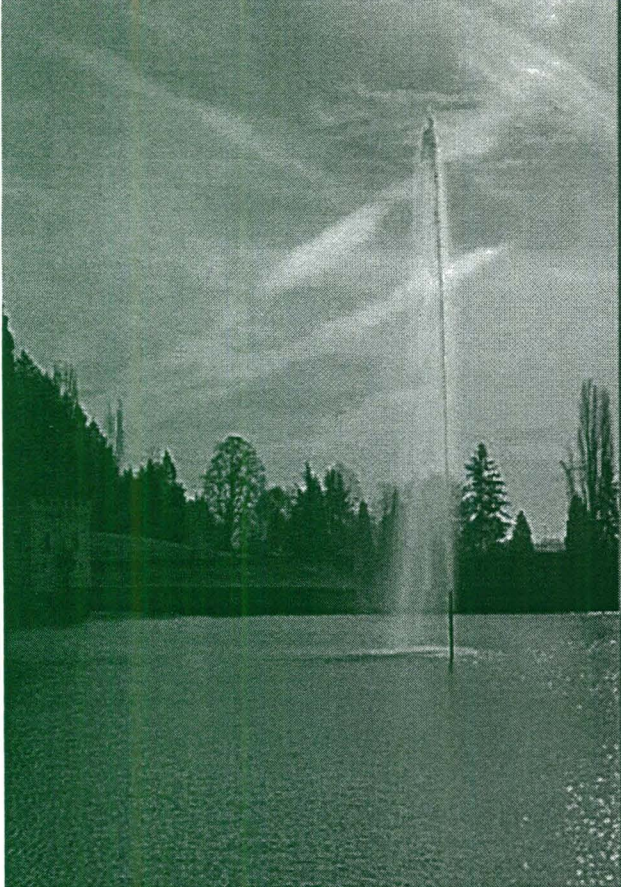
Please deny the application to demolish the Historic Open Reservoirs.

I close by submitting that information/attachment about why we need to Save Our Reservoirs.

RoseMarie Opp  
1339 SE 130<sup>th</sup> Avenue  
Portland, OR 97233

[hudechrome@gmail.com](mailto:hudechrome@gmail.com)

(Lawrence Hudetz name appears as we share emails, his being [hudechrome@usa.net](mailto:hudechrome@usa.net))



# SAVE

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## the Open Reservoirs

Our open reservoirs at Mount Tabor and Washington Park protect us from radioactive Radon and other toxic gases using aerated fountains and waterfalls.

### Covered reservoirs cannot protect us from Radon. Is it worth the risk to remove our open reservoirs?

Because of lower precipitation and climate changes in our mountains and at Bull Run\* ..... we will rely more than ever before on the Radon contaminated radioactive Columbia South Shore Wellfield (CSSW) as a secondary source of our drinking water.

If the open reservoirs are removed .... we will lose all protection from radioactive Radon gas and the radioactive Radon decay products shown here that will enter and contaminate air quality in schools, homes and workplaces.

Radon gas through your soil can be easily removed. Radon gas from your water generates many permanent radioactive decay products that will contaminate your air, clothes, floors and dust particles. Every time you drink a glass of water, take a shower or wash clothes. .... you, your family, children, pets, and garden vegetables ..... will bio accumulate more and more radioactive decay materials every day. **EPA is clear "there is no safe level of radioactive Radon" or Radon decay exposure. EPA recognizes "Radon is the highest risk cancer causing drinking water contaminant".** Thousands of people die from Radon every year in the US.

EPA is reviewing the open reservoirs regulation through 2016. New York and New Jersey are working with EPA to keep their open reservoirs. We can too.

Keep our open reservoirs used for drinking water at Mount Tabor and Washington Park, saving over \$100 million in unnecessary disconnection and destruction that will increase our water bills for no public health benefit.

### Open drinking water reservoirs..... for your safety and your health.

\*US - National Oceanic and Atmospheric Administration (NOAA)

Radioactive Decay Process of Radon Gas and the Added Airborne Decay Products

**DANGER**  
**Radioactive**  
**HAZARD**

- Rn** Radon 222
- Po** Polonium 218
- Pb** Lead 214
- Bi** Bismuth 214
- Po** Polonium 214
- Pb** Lead 210
- Bi** Bismuth 210
- Po** Polonium 210
- Pb** Lead 206

▶ **Washington Park Reservoirs Demolition Hearing**  
Please attend to **SAVE OPEN RESERVOIRS**  
Portland City Council Chambers, City Hall  
**Thursday April 23, 2015 @ 2 PM**

For more information see: [www.bullrunwaiver.org](http://www.bullrunwaiver.org)  
Contact us: [bullrunwaiver@gmail.com](mailto:bullrunwaiver@gmail.com)  
Citizens for Portland's Water 2015 ©

▶ **Please write Portland City Council**  
**Charlie Hales, mayor**  
1221 SW 4th Ave, Room 340, 97204  
(503)823-4120  
[mayorhales@portlandoregon.gov](mailto:mayorhales@portlandoregon.gov)  
[nick@portlandoregon.gov](mailto:nick@portlandoregon.gov)  
[amanda@portlandoregon.gov](mailto:amanda@portlandoregon.gov)  
[novick@portlandoregon.gov](mailto:novick@portlandoregon.gov)  
[dan@portlandoregon.gov](mailto:dan@portlandoregon.gov)



**Moore-Love, Karla**

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**From:** Schwab Mary Ann <e33maschwab@gmail.com>  
**Sent:** Thursday, April 30, 2015 1:39 PM  
**To:** Moore-Love, Karla  
**Cc:** Southeast Uplift Board of Directors; Board of Directors, 2014-2015 Sunnyside Neighborhood Association  
**Subject:** mas response to: LU 14-249689, Washington Park Reservoir Demolition  
**Attachments:** Microsoft Word - Document3.pdf

April 30, 2015

To Whom It May Concern:

### **LU 14-249689, Washington Park Reservoir Demolition**

The good news, I was able to keep the Washington Park Land use LU-14-249689 case left open to allow PUBLIC-AT-LARGE (a.k.a Water Rate Payer's) written comments, no later than 5:00 p.m. on Thursday, April 30th. The string of attachments below are now public records -- well written. One does not need a Phd to tell the City Council to retain our open reservoirs at Mount Tabor and Washington Park.\* The EPA LT2 drinking water regulations is being reviewed into 2016 so there is time to stop the destruction and disconnecting our open reservoirs. New York City and other utilities in New York, along with New Jersey are now in discussion with EPA. Furthermore, the City of Portland has received scientific evidence to support an EPA LT2 wavier.

Why would a Quorum remain a mystery? To be honest, most of the Sounding Board NA representatives were absent; therefore, hardly be described as adequate outreach and certainly not any of those “stakeholders” will be bringing up, while blindsiding the rest the Water Rate Payers living in Southeast Portland neighborhoods.

Here is the link to Goal 9: <http://www.oregon.gov/LCD/docs/goals/goal9.pdf> The Water Bureau's Southwest Portland community outreach, mailing postcards resulting with 22 neighborhood association representatives in attendance in my humble opinion -- did not meet Goal 9.

***Total attending all Sounding Board meetings from July 16, 2-13 o October 30, 2014 other than CSB and City Staff:***

***Architects - 2***

***NWNW Board and NA Association - 4***

***Public/Residents - 22***

***As for establishing Quorum prior Voting during the last Sounding Board October 30th -- I'm clueless.***

<https://www.portlandoregon.gov/water/62913> This link scroll down should show a list of all of their meetings where one could click on to see who attended other meetings and the summary.

### **City of Portland Public Involvement Principles Adopted by the City of Portland, Oregon on August 4, 2010**

Granted, Portland City government works best when community members and government work as partners. Effective public involvement is essential to achieve and sustain this partnership and the civic health of our city. So what are we missing here? \$78,000,000 Washington Park Reservoir Demotions, \$4,800,000 Mt. Tabor Adjustments, and \$135,000,000 for recent construction of Powell Butte Reservoirs Project and \$80,000,000 for Kelly Butte. Think about who really benefits when destroying the [BullRunWaiver.org](http://BullRunWaiver.org) ? PGE approval to construct four (4) turbines and numerous demolition and new construction contractors? Or the next seven (7) generations of Water Rate Payer's left with a huge debit? My dear friend have an opportunity submit written comments -- telling the City Council to stop work until the ERA LT2 reports are completed in late 2016.

The City of Portland has received scientific evidence to support an EPA LT2 waiver. The Board of Directors of SE Uplift requested that the City of Portland invite Senators Merkley and Wyden, along with the rest of the Oregon Congressional delegation to work with New York and New Jersey in

requesting an open reservoir EPA waiver -- stopping the costly and unnecessary removal of the open reservoirs, saving money and keeping our water safe.

The clock is ticking fast to 5:00 p.m. April 30th.

Mary Ann Schwab, Sunnyside Neighborhood 42 years,  
also serving on SE Uplift Board of Directors

(503) 236-3522

April 30, 2015

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Mary Ann Schwab, Sunnyside Neighborhood 42 years,

also serving on SE Uplift Board of Directors

(503) 236-3522

**Moore-Love, Karla**

---

**From:** Christine Yun <cpypdx@gmail.com>  
**Sent:** Thursday, April 30, 2015 1:12 PM  
**To:** Moore-Love, Karla; Hales, Mayor; Commissioner Fritz; Commissioner Fish; Commissioner Saltzman; Commissioner Novick  
**Subject:** DO NOT dismantle the Mt. Tabor Reservoirs

Dear Ms. Moore,

Please enter the following comments into the record.

Dear City Council:

While I do not know all the official language regarding regulations for making these reservoirs compliant with EPA regulations, I do know that the City has not done everything it could to file for extensions or to contest the regulations as the City of New York and other municipalities have done.

In the interest of preserving our good-tasting water and going with a low-tech water delivery system that will require fewer maintenance dollars down the road, the City would be acting in the best interest of its treasury, its citizens and its historic cultural resources. The current path is NOT acting in the best interest of finances nor residents nor preserving our historic resources.

It is not too late to change your minds and reverse all the damage that has been done. No amount of dollars already spent can serve as justification for moving forward with an ill-conceived project that will cause further problems and expense down the road and destroys an integral part of Portland historic culture.

Yours sincerely,

Christine Yun  
1915 SE Alder St.  
Portland, OR 97214

Moore-Love, Karla

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From: Carol <carolmcc@amerimailbox.com>  
Sent: Thursday, April 30, 2015 1:05 PM  
To: Moore-Love, Karla  
Subject: Do Not Disconnect the Reservoirs

Dear Karla,

I am writing as a private citizen to request that the the open reservoirs at Mt. Tabor and Washington Park remain connected to our water supply system. Both the Multnomah Neighborhood and SWNI have requested that the City keep the reservoirs connected.

In my opinion this Goal 9 has not been met. The general public would be city wide since this park belongs to the public and the water delivery system concerns mentioned are of city wide public interest. Meetings in Mt. Tabor and Arlington are not adequate for these major changes, our drinking water and parks. East Portland, North Portland, SW and all those who drink Bull Run Water are stakeholders and should have been notified and had meetings to discuss alternatives and that their drinking water and public health is at stake.

The Federal Safe Drinking Water Act indicates that residents need to know of any change in their water.

The EPA LT2 drinking water regulations is being reviewed into 2016 so there is time to stop the destruction and disconnecting our open reservoirs. New York City and other utilities in New York, along with New Jersey are now in discussion with EPA. Furthermore, the City of Portland has received scientific evidence to support an EPA LT2 wavier.

It is worth pointing out once again that the City does not need to rush to complete this project. In a letter to MTNA Chair Stephanie Stewart from Eric Winiecki, Drinking Water Enforcement Coordinator of the EPA, he reiterated that there is NO federal deadline to disconnect the reservoirs. The City can submit a new timeline to the OHA, containing a more responsible and community-approved mitigation plan.

And, like Mt Tabor Park, there are significant land ownership laws that are being brushed aside in the haste to get these corporate contracts underway. Both Mt Tabor and Washington Park consist of numerous different lots owned by either Portland Water Bureau (Ratepayers) or Portland Parks and Recreation (Taxpayers). Both projects have PWB doing work and building infrastructure on land owned by PPR. Yet, no transfers of deeds, consolidations, easements, or anything has been obtained or recorded. If PWB ratepayers intend to build projects on land owned by city taxpayers, it needs to compensate the public. This has been repeatedly brought to the attention of all parties by PWB's engineering surveyors, and the

city's own legal council, but these facts seem to be ignored. To proceed with either project would be, in a word, ILLEGAL. It would be like digging a well on your neighbor's property. Therefore, on this basis alone, this application should be outright denied until these land ownership and deed issues are resolved.

Please add this to the record.

Thank you,  
Carol McCarthy  
4311 SW Freeman St.  
Portland, OR 97219



This email has been checked for viruses by Avast antivirus software.

[www.avast.com](http://www.avast.com)



RE: ITEM 414

4/30/15 Thursday

No Demolition of Washington Park AND Mt. Tabor

Bull Run Water Reservoirs

City Commissioners:

AUDITOR 04/30/15 AM 10:08

I, Nancy Newell, Am A Resident owning my own house

AT 3917 N.E. Skidmore St., PORTLAND, OR 97211.

This is AN UNWARRANTED taking of public ASSETS +  
will result in much less healthy DRINKING WATER supply.

The LANDSLIDE AND EARTHQUAKE CONCERNS AS REASONS TO

Replace our system is NOT accurate.

I support all the excellent points on record by Rose Marie

Opp, Floy Jones AND the member of the Historical Preservation

Commission.

IF I had the funds, I would sue to ~~stop~~ demolition right

Now. This is A FAILED City Council on this issue AND I

support the active legal suit by Eileen Brady AND others

specific to Mt. Tabor.

Signed, Nancy Newell

## Moore-Love, Karla

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**From:** Michael Wallace <mbw4971@gmail.com>  
**Sent:** Thursday, April 30, 2015 6:48 AM  
**To:** Adam, Hillary; Moore-Love, Karla  
**Subject:** Comments on LU 14-249689 on April 23 at City Council

I presented the following testimony at the City Council meeting on April 23:

I am Michael Wallace. I live at 3213 SW Upper Cascade Drive, above the reservoirs. I am concerned about three issues related to the proposed demolition:

- The chance of a landslide has been overstated, and the quantifiable seismic evidence clearly shows that, even in the face of massive rain and snowfall, landslides are not a problem.
- The current reservoirs, with proper maintenance, could serve Portland residents for at least another 35 years.
- The increased traffic that will result from the proposed demolition has not been adequately addressed or mitigated. The closure of Sacajawea Circle will channel traffic to Tichner and West Burnside, where a narrow road and a hairpin turn will clog traffic beyond its already congested state, creating significant delays for both neighborhood residents and others who commute in and out through the west side of Portland. [This point was not completely stated, as it was ruled off limits for this meeting.]

Thank you.

**Moore-Love, Karla**

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**From:** Dr Dan <drdan42@gmail.com>  
**Sent:** Thursday, April 30, 2015 4:05 AM  
**To:** Council Clerk – Testimony  
**Cc:** Hales, Mayor; Shibley, Gail; Commissioner Fish; Schmanski, Sonia; Saltzman, Dan; Grumm, Matt; Finn, Brendan; Fritz, Amanda; Howard, Patti; Bizeau, Tom; stevenovick96@gmail.com; Warner, Chris  
**Subject:** Washington Park Reservoir Demolition LUR - Additional Comments  
**Attachments:** Washington Park Demolition LUR Additional Comments - Dr Berger.docx; ATT00001.htm

Please find attached additional comments for the record of City Council's Washington Park Reservoir Demolition Land Use Review.

I do hope you can each take time to read these words I have written.

Respectfully,  
Daniel Berger, MD

6027 SE Main St.  
Portland, OR 97215

April 29, 2015

Comments on Washington Park Reservoir Demolition LUR  
Case File: LU 14-249689

Dearest Mayor and City Commissioners,

Thank you once again for hearing public testimony regarding the Washington Park Reservoir Demolition. I do hope you can take time to read the words that follow, and to hopefully hear their sentiment as well.

### **Land Ownership and Use**

As I stated at the City Council hearing, like Mt Tabor Park, there are significant land ownership laws that are being brushed aside in the haste to get these corporate contracts underway. In doing so, both of these projects are seemingly illegal.

To recap, both Mt Tabor and Washington Parks consist of numerous different lots owned by either Portland Water Bureau (ie, Ratepayers) or Portland Parks and Recreation (ie, Taxpayers). Both projects have PWB doing work and building infrastructure on land owned by PPR. No transfers of deeds, consolidations, easements, or anything has been obtained or recorded.

PWB representatives brushed these points off as "it's all owned by the City," but this is simply not the case and there is plenty of precedence stating otherwise. One such example is a 2002 report from Dan Combs, Engineer Surveying Manager, PWB, regarding Mt Tabor which clearly explains the basis for these claims, as well as the suggested actions for rectification. This situation has played out previously in 2008 with a PPR facility that was on PWB property, and again recently with PPS's actions. The list goes on....

If PWB ratepayers intend to build projects on land owned by city taxpayers, it needs to compensate the public. The taking of land from PPR requires compensation as otherwise the arrangement would be like an easement in perpetuity where trees will never be planted, and which will be subject to whatever PWB decides it requires without additional permits or public process needed. Such arrangement would have, for example, large PWB customers not residing in Portland reaping benefit at the expense of Portland residents being deprived full use of the park properties they own.

Aside from ownership issues, these proceedings should also trigger more in depth Conditional Use reviews. Park land with new pipes buried will never be able to be used as park land again. These projects without question pose the

largest change in use to these historic reservoirs since their initial construction. That PWB is being allowed to suggest otherwise is absurd.

### **Landslides and LT2**

At the recent hearing regarding this demolition the public was prohibited from the start to discuss the federal LT2 ruling - the stated motive behind this proposed removal of these reservoirs, two of our city's greatest historic landmarks. It was interesting however, to watch PWB representatives shift to discussing another fear-based project motive – a landslide. As LT2 will likely be overturned in 2016 before this project starts, it is certainly in their interests to shift the perception of need surrounding this project, for if they don't, their current need could evaporate.

If this project is predicated on a need to comply with LT2, and especially in light of the fact that revision of this rule is expected in 2016, any approval should also be predicated on the condition that if LT2 changes, this project is denied. If this project is to be predicated on a potential landslide, more study and evaluation needs to be performed to show the true need in the public's eye, and that the current proposal is the best and most cost effective way to stabilize this land mass. There likely are better ways that won't come at the destruction of our historic resource, and may be even more effective as Historic Landmark Commissioner Harris Matarazzo astutely suggested. What if removing this 110+ year old structure, or the vibration of tens of thousands of heavy truck loads, further destabilizes the land mass and actually causes that which it purportedly seeks to prevent?

### **Stewards of Historic Resources**

PWB claims itself to be stewards of these Historic Resources. Yet, at the recent Washington Park HLC hearing, PWB admits they have been "stewards of the structure and utility, not the aesthetic elements," as they have let the current structure fall into decay. As their administrators have publically stated, "designing and building is glamorous, maintenance is boring." Look at Mt Tabor Reservoir 6 and the less than 12 inches of water that are currently in it, as it has been for the last several months since the Mt Tabor HLC proceedings started, and then ask yourselves if PWB really has the City's best public interests in mind as they propose to demolish this Washington Park landmark. Why is Mt Tabor, a travel destination post-card picture perfect historic gem of our fair city, sitting empty when the water bureau claims they are dedicated to keeping it filled? How does that reflect on the city when folks from afar come to visit the legendary Portland? What a disgrace! It's passive-aggressive against the community at best, a failure of proper management from any perspective. This only further serves to exemplify that PWB can not be blindly trusted to have our City's best

interests at heart, as they clearly have such contempt and disregard for it's history, communities and citizens, endlessly raising our rates for exorbitant projects we do not need, feeding it's corporate partners along the way. This project before you is a prime example of this pattern, and thus must be denied.

### **The OHA, Radon, Schools and Your Children Too!**

Thank you Commissioner Novick for writing the OHA seeking a deferral to LT2 in 2013. However, writing a letter is simply not enough – we as a City should be fighting this TOOTH AND NAIL!! Scott Fernandez, a respected microbiologist specializing in this field, and very familiar with Portland's water system, raises valid questions regarding increased radon escaping into our homes, schools, restaurants and hotels, as well as numerous other health concerns surrounding these projects. If there is a possibility he is right (and his degrees and resume say he *is* the expert amongst us), is it worth the risk without further investigation? It's your family and your children too... Is it worth *their* risk? And, for what rush? To fulfill some big corporate contracts with money we don't have? Is it worth risking your children – all our children – for this?? We are 70% water. It is quintessential to Life!!

At this time, two years later, we have a new head of the OHA, and a new Governor, and as we draw closer to the 2016 revision of the LT2 ruling, it behooves us to repeatedly ask again. And again. And again. We must insist, if not an actual deferral until 2024, that the OHA allow the Portland Water Bureau to perform a "temporary" disconnection technique to all of Mt Tabor's open reservoirs until December 2017, much as they have done with Reservoir 6 for the last 5 years as it has sat offline. In this manner, the Portland Water Bureau can still meet the EPA deadline without wasting millions of dollars while destroying historic resources and jeopardizing public health to satisfy a rule that is likely to be revised shortly thereafter.

Once again, I implore you, as fellow citizens, please be the heroes we elected you to be – uphold your pledge towards good governance and justice in representing the will of The People, not our corporate contractors and profiteers. Reign in this madness and deny this demolition.

Thank you for your time and consideration in this very important matter.

Daniel R Berger, MD  
6027 SE Main St

## Moore-Love, Karla

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**From:** floy jones <floy21@msn.com>  
**Sent:** Wednesday, April 29, 2015 8:27 PM  
**To:** Council Clerk – Testimony; Hales, Mayor; Shibley, Gail; Adam, Hillary  
**Subject:** Washington Park Reservoirs Demolition LU review  
**Attachments:** WTR contract 37524 deferred maintenance and interim security.pdf; City Auditor - City Recorder - Council Ordinance - 181555 Black & Veatch contract 36297 WP reservoirs amendment spreadsheet.pdf; Black & Veatch contract 36297 amendment.pdf; Washington Park Reservoirs 3 and 4 authorize contract ordinance.DOC; SlaydenreporttoCouncil2011.pdf

Washington Park Reservoirs Demolition Land Use Review Supplementary Comments  
Submitted by Floy Jones on behalf of Friends of the Reservoirs

The following information supplements Friends of the Reservoirs April 23, 2015 comments and previously submitted evidence supporting that Demolition criteria have not been met.

Attached and submitted for the Washington Park Reservoir Demolition LU Review further documenting that the upgraded Washington Park reservoirs are in good condition and best meet the goals of the Comprehensive plan by maintaining the reservoirs, not demolishing them. Good governance says that you don't invest tens of millions in upgrades and then seek to demolish that resource.

1) the Slayden Construction \$23 million 2007 (1 year after the EPA LT2 rule was finalized) Mt. Tabor and Washington Park security and deferred maintenance open reservoir upgrade contract, a contract that was closed out in 2011.

Note that the majority of projects recommended to keep the reservoirs safely operating for another 50 years as outlined in the 9 year MWH Reservoir Study contract (documentation submitted via earlier e-mail, MWH Global Reservoir Study contract 30491, Volume 4 Facilities Evaluation, Appendix C, Table C-1 and Tech Memo 5.7 Executive Summary facepage) were completed via this contract and several other contracts including a Washington Park 2005 Black and Veatch contract # 36297 (which references HDR subcontract), Natt McDougal, and MWH Global contracts.

2) Black and Veatch reservoir upgrade contract 36297 spreadsheet attached

3) Black and Veatch reservoir upgrade contract 36297 including 2 amendments that extended work until March 10, 2010, \$3,070,957 attached

4) Natt McDougal 2003-2005 contract- Council ordinance authorizing contract to install grill work for Washington Park reservoir floating covers. Contract amended with additional work added. LT2 compliant floating cover grill work remains in place, Water Bureau attempted to sell \$400,000 Hypalon covers on Ebay after 2004 *Independent* Reservoir Panel found no reason to "treat or cover". Attached

5) May 2011 Slayden \$23 million open reservoir upgrade contract report to Council- Attached

The upgrade work at Washington Park included new piping, isolation valves, concrete repair of reservoir floor, liner installed, new costly wrought iron security fencing, construction of a new "grand staircase", new pathways, improved security monitoring, sensors, motion-sensitive security cameras, etc.

Natt McDougal also had a contract which last more than 2 years related to the installation of the grillwork for the Hypalon-like covers and other work, Project 2003-3367.

**STORAGE CAPACITY NOT NEEDED; LOW-COST COMPLIANCE OPTION THAT MEETS TITLE 33 SECTION 445.010 AND APPROVAL CRITERION 2.4**

Water Bureau documents and communications including the Water Bureau testimony at the March 30 HLC meeting makes clear that all storage capacity at the Washington Park reservoirs will be eliminated if they proceed with Demolition plans, 4 years of demolition and construction. The Water Bureau's plan is to demolish both Reservoirs 3 and 4 simultaneously, permanently eliminates Reservoir 3's storage capacity and replaces Reservoir 4's storage capacity with 15 million gallons of underground storage at a cost of nearly \$80 million, creating new risks from destabilizing a landslide, and related to Radon and Nitrification. There will be zero storage at Washington Park for four years of demolition and construction. As indicated in the April 23, 2015 comments of John Czarnecki, past Chair of the Historic Landmark Commission, demolition runs counter to the intent of Title 33, Section 445.010 and Approval Criterion 2.4. Given all of the evidence that the Washington Park Reservoirs 3 and 4 are in generally good condition, the historic landslide risk is low if digging is avoided, earthquake risks are low, and in light of the the significant ratepayer investments in upgrades designed to keep the reservoirs safely operating for another 50 years, LT2 compliance and compliance with Historic Resource related codes can be met by disconnecting Reservoir 4 by 2020, keeping it filled with water at historic levels, and retaining Reservoir 3 as part of the drinking water system, installing a Hypalon-like cover by 2020, taking this action only if EPA fails to reinstate the "risk mitigation" option as part of their underway review of the LT2 regulation. In addition to the recommended actions described in an April 19 and April 23 communication, the City should seek to reverse OHA's backroom administrative rule making that disallowed a "treatment technique" variance for the open reservoirs as was provided for by unanimous Oregon State Legislature legislative action in 2007, and as is allowed by the Safe Drinking Water Act.

The e-mail below documents the availability of a reservoir variance,

----- Original Message -----

**From:** Amron, Susan

**To:** Campbell, Edward

**Sent:** Friday, September 11, 2009 2:25 PM

**Subject:** [User Approved] [Zip File Attached]New York City LT2 request

Ed:

As I mentioned, we decided to seek a deferral rather than a variance at this point, although we kept open the option of a variance in a footnote in our deferral request. We submitted it in August.

I'm not sure when we last spoke, and what we were up to at that time. As you know, EPA has repeatedly raised the issue of whether they had legal authority to grant a variance. We gave EPA a short legal memo about why we thought they had the authority; they responded with a short memo from their lawyers more or less about why they thought they did not. We think their memo was completely wrong, but decided that it would be better to push a deferral now, and leave open the option of a variance for later -- the deferral was, in any event, always going to be included in our request for a variance as a fall back position.



Here is a copy of our request. I would be happy to talk to you about it, or to put you in touch with DEP.

Susan E. Amron, Deputy Chief

Environmental Law Division

New York City Law Department

100 Church Street

New York, New York 10007

Tel: (212) 788-1578

Fax: (212) 788-1619

[samron@law.nyc.gov](mailto:samron@law.nyc.gov)

(Note: Highlights ours)

TRIPPLICATE

AUG 21 2007

RFP NUMBER 105058

CONTRACT NUMBER 37524

FOR

**Mt. Tabor and Washington Park Interim Security and Deferred Maintenance Project**

Department of Public Safety, Bureau of Water Works

Pursuant to Ordinance Number 179979

This Contract, made and entered into this 21<sup>st</sup> day of August, 2007, by and between Slayden Construction Group, Inc., hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City,

**WITNESSETH:**

The parties hereto mutually covenant and agree to and with each other as follows:

**ARTICLE I.** For and in consideration of a Guaranteed Maximum Price (GMP) of Twenty Three Million Two Hundred Thirty Eight Thousand Three Hundred Seventy Seven Dollars (\$23,238,377.00), to be paid by City, Contractor hereby agrees as follows:

- A. To provide all machinery, tools, apparatus, materials, equipment, labor and other means of construction necessary to perform and complete the work in the manner specified and in accordance with the requirements of the Engineer.
- B. That upon date indicated in the Notice to Proceed from the City, Contractor shall order all materials and equipment and commence work hereunder in accordance with the specifications and shall substantially complete the project within 24 months after the Notice to Proceed and shall complete the project in all respects within 4 months after the substantial completion date.
- C. That all construction, building, or installation shall be in accordance with:
  - 1. The applicable Conditions of the Contract Documents for developing a Guaranteed Maximum Price (GMP) for the project authorized by Ordinance No. 179979. These Conditions exist in five (5) volumes known as:
    - a. GMP Budget document dated June 7, 2007 (Volume 1)
    - b. PWB Design Specifications dated May 11, 2007 as revised July 30, 2007 (Volume 2)
    - c. PWB Drawings, Schedule A and B Plans, dated April, 2007 (Volume 3)
    - d. Mt Tabor Reservoir 1 Stairwell document dated September, 2006 (Volume 4)
    - e. BES Sewer Replacement document, plans dated May 2007 (Volume 5)

2. The Contractor's proposal and Guaranteed Maximum Price, dated June 7, 2007, acceptance of which was recommended and adopted by the Council on July 18, 2007.

Reimbursable Cost:	\$ 20,601,398.00
Contractor's Fee:	<u>\$ 2,636,979.00</u>
Total:	\$ 23,238,377.00

Said documents on file in the Office of the City Auditor in Council Calendar Number 884, and by reference made a part of the contract.

- D. That this contract or any interest herein shall not be transferred to any party/parties without the prior written consent of the City. In the event of transfer without prior written consent, the City may refuse to carry out this agreement with either the transferor or transferee and yet retain and reserve all rights of action for any breach of contract committed by Contractor.
- E. That no officer or employee of the City is or shall be entitled to any share, part or benefit(s) derived from this contract.
- F. To pay all royalties and license fees for all patented articles or processes and save City free from all loss or damage that may result from the wrongful or unauthorized use of said items.
- G. To make all necessary repairs and replacements to remedy all defects, breaks, or failures in work performed under the plans and specifications without cost to the City and in a manner satisfactory to the Water Bureau Chief Engineer.
- H. To provide Commercial General Liability Insurance in accordance with the specifications protecting the City and Contractor in sums not less than \$1,000,000 for bodily injury and \$1,000,000 for property damage per occurrence, OR a single limit policy in the minimum amount of \$1,000,000 covering all claims per occurrence.
- I. To furnish a fully executed Performance Bond and Payment Bond each in the sum of Twenty Three Million Two Hundred Thirty Eight Thousand Three Hundred Seventy Seven Dollars (\$23,238,377.00) by completion of the standard City form included with this contract.
- J. That the City may elect to cancel or terminate this contract if Contractor willfully fails or refuses to faithfully perform in accordance with the terms of this agreement.
- K. Since City Funds will be used for this project, Contractor shall abide by all regulations applicable hereto.
- L. To furnish a two-year Maintenance and Warranty Bond (see sample form provided) prior to receiving final payment.
- M. All rights of action for any breach of this contract by Contractor are reserved to the City.
- N. The Prevailing Wage Rates for this project shall be the rates published by Oregon Bureau of Labor and Industries (BOLI) on July 1, 2007, which are hereby incorporated into this contract by this reference.

ARTICLE II. In consideration of the premises, and in accordance with the provisions for acceptance and payment for work set forth in the Conditions of the Contract documents. City hereby agrees to pay contractor a sum computed by application of the unit prices and lump sums set forth herein.

ARTICLE III. It is understood and agreed by the parties hereto that:

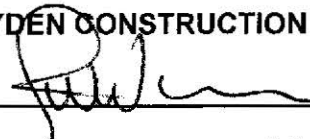
- A. Time is of the essence. Therefore, if Contractor fails to complete this project within the time specified or within any adjusted contract time, Contractor shall pay the City its actual damages for each and every day of delay as specified in the Contract.
- B. Any reference in this contract to the Conditions of the Contract Documents is intended as convenience to the parties in the administration of the contract. Therefore, in the absence of an express statement to the contrary herein, any restatement or partial restatement in this contract of any provision of the Conditions of the Contract Documents is not intended, nor shall such be construed to change, alter, modify, amend, or delete the requirements of the specifications.
- C. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to the contract as evidence by but not limited to the provisions of Appendix "A" attached hereto and by this reference made a part of this contract.

IN WITNESS WHEREOF, Contractor and City have caused this contract to be executed in triplicate by their duly authorized representative(s), all on the day and year first above written.

(Affix Corporate Seal)

SLAYDEN CONSTRUCTION GROUP, INC.

BY



TODD W. WOODLEY, PRESIDENT  
(Print Name and Title)

Approved as to Form:

APPROVED AS TO FORM

City Attorney

  
CITY ATTORNEY *Fun SVP*

Address:

PO Box 247  
Stayton, OR 97383

Telephone No:

503-769-1969

Fax No:

503-769-4525

STATE OF OREGON  
CONTRACTORS BOARD NUMBER

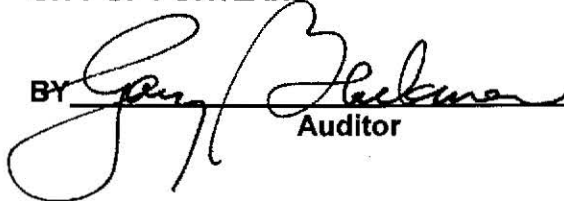
157045

CITY OF PORTLAND  
BUSINESS LICENSE NUMBER

675454

CITY OF PORTLAND

BY



Auditor

APPROVED BY COUNCIL

BY



Commissioner of Public Safety

CENTER CODE: 18089949 INITIALS: mp DATE TYPED: August 2, 2007 FUNDING: City

## APPENDIX A

Contractor shall observe all applicable state and local laws pertaining to public contracts including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules, ORS Chapters 279A, 279B and 279C require every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of this contract, as applicable.

Pursuant to ORS 279B.220, on every public contract, the contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

- Pursuant to ORS 279C.505, on public improvement contracts, the contractor shall make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. The contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. The contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall demonstrate that an employee drug-testing program is in place.
- Pursuant to ORS 279C.510 (1), in every public contract for demolition the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Pursuant to ORS 279B.225 and 279C.510 (3) in every public contract and every public improvement contract for lawn and landscape maintenance, the contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- Pursuant to ORS 279B.230(1), in every public contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- Pursuant to ORS 279B.230(2), in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- Pursuant to ORS 279B.235(1), in every public contract the contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et. seq.)
- Pursuant to ORS 279C.515(1), on public improvement contracts, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, 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 the contractor by reason of such contract. The payment of a claim in the manner authorized by ORS 279C.515 shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- Pursuant to ORS 279C.515(2), on public improvement contracts, if the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contract agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- Pursuant to ORS 279C.515(3), in every public improvement contract and every contract related to the public improvement contractor, if the contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- Pursuant to ORS 279C.520, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four

consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. The contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. In the case of contracts for personal services as defined in ORS 279C.100, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1)(b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The contractor shall give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- Pursuant to ORS 279C.530(1), in every public improvement contract, the contractor shall promptly, as due, make payment 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 employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. In every public contract, subject to ORS 279C, all employers working under the contract are subject employers that shall comply with ORS 656.017.
- Pursuant to ORS 279C.580 (a), the contractor shall include in each public improvement subcontract for property or services entered into by the contractor and a subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the public contracting agency under such contract, and an interest penalty clause that obligates the contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580(3), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS 279C.515 (2).
- Pursuant to ORS 279C.580 (3), the contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- Pursuant to ORS 279C.830 (2), in a public works contract subject to ORS 279C.800 to 279C.870 the Contractor shall pay fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825(1). The fee shall be paid to the Commissioner pursuant to the administrative rule of the Commissioner.

ORDINANCE NO. 179979

\*Combine two Water Bureau projects, provide an exemption to the competitive bidding process and provide payment for construction of the Mt. Tabor and Washinton Park Interim Security and Deferred Mainteance Projects (Ordinance)

**The City of Portland ordains:**

Section 1. The Council finds:

1. The Water Bureau plans to install interim security measures and make deferred maintenance improvements for both the Mt. Tabor and Washinton Park Interim Security and Deferred Maintenance Projects (the Project) in accordance with Council Resolution No. 36237.
2. In March 2005, the City Council adopted Ordinance Nos. 179096 and 179097 which exempted these projects from the requirements of competitive sealed low bidding in favor of a competitive sealed Request for Proposal (RFP) process based on the Findings of Fact contained as Exhibits A and B to this ordinance. At that time the Water Bureau intended to award each project separately. Combining the two (2) projects will be more attractive to the contracting community which will make for a more competitive procurement process and will save the City money by reducing administrative costs.
3. The Water Bureau plans to install interim security measures and deferred maintenance improvements for both Mt. Tabor and Washington Park in accordance with Council Resolution No. 36237. Work at Mt. Tabor included security upgrades, installation of a new pressure reducing vault assembly, piping, valves, actuators, vaults, conduits, telemetry, sidewalk repairs, and interior remodeling of Gatehouse No. 5 for on-site security personnel. Work at Washington Park includes security upgrades, piping valves, actuators, vaults, conduits, telemetry and sidewalk repairs.
4. The Water Bureau must maintain water quality, continue to deliver potable water to customers, maintain water storage and fire fighting capacity during construction, and provide ongoing protection of historic and environmental resources, all while minimizing impacts to the park and park users.
5. The security improvements require specialized skills and experience in construction of infrastructure security. Security and protection of the Water Bureau's critical facilities during bidding and construction are essential. The deferred maintenance improvements require highly specialized skills and extraordinary care in order to maintain continued operations of the water system during construction. Construction will require interaction with the project designers, Water Bureau, Parks Bureau, and the general public. An alternative contractive method utilizing a Construction Manager/General Contractor (CM/GC) will allow the Water Bureau to maintain a higher level of security, confidentiality and system operations.
6. The Water Bureau proposes an alternative contracting method in order to enable a CM/GC to provide input during the design process for value engineering, construct ability review and to assist in developing a construction-phasing plan. Use of an alternative contracting method is more likely to minimize costs and construction impacts while maintaining Project schedule and ensuring continuous delivery of potable water to customers.
7. The City Council is the Local Contract Review Board with the authority to exempt certain public contracts from the competitive bidding requirements of ORS Chapter 279.
8. Previously, the City Council adopted Draft Findings addressing competition, operational, budget and financial data, public benefits, value engineering, specialized expertise required, market conditions, technical complexity, public safety, and funding sources permitting the use of an alternative contracting process. Combining the projects will not result in any different findings and make the need to use the alternative contracting process all the greater. Therefore, the Council re-adopts the Findings made in Exhibits A and B which are hereby incorporated by reference. Those Findings were available 14 days in advance of the public hearing of this ordinance.



- 9. The CM/GC selection process will be competitively advertised by means of a Request for Proposal (RFP). The Selection Committee will select the CM/GC based on an evaluation of the proposals. The selection committee will contain staff from the Water Bureau, and others from the community. The selection process will be completed under the guidance and direction of the Bureau of Purchases.
- 10. The exemption of the Mt. Tabor Park and Washington Park Interim Security and Deferred Maintenance Project from the requirements of competitive bidding under ORS Chapter 279 is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts because the contract will be awarded using a competitive RFP process. In addition, the award will result in cost savings to the public because the CM/GC will be available during design for value engineering, construct ability review and assistance in developing a construction phasing plan as well as developing a well-coordinated project schedule, and ensuring continuous delivery of potable water, as shown in more detail in the Findings.
- 11. Construction costs are estimated at \$9,000,000.00. Appropriation for construction is included in the Water Bureau approved FY 05-06 and proposed FY 06-07 Capital Improvement Programs.

NOW, THEREFORE, The Council directs:

- a. The Findings attached as Exhibits A and B to the original of this Ordinance, are hereby adopted.
- b. The Mt. Tabor and Washington Park Interim Security and Deferred Maintenance Project is hereby exempt from the competitive low bidding requirements of ORS Chapter 279.
- c. The Purchasing Agent is authorized to use a competitive Request for Proposal process, to select a CM/GC contractor for the Project and the Commissioner of Public Affairs and the Auditor are authorized to execute a contract for CM/GC services during design of the Project.
- d. Upon Council's acceptance of the Purchasing Agent's report for recommending the acceptance of the Guaranteed Maximum Price from the CM/GC for the Project, the Commissioner of Public Affairs and the Auditor are authorized to execute a contract for construction of the Project.
- e. The Mayor and Auditor are authorized to draw and issue checks chargeable to the FY 2005-2006 and FY 06-07 Budgets; Water Fund, Project Nos. 3366 and 1028, Center Code 18089949, Account No. 567000, when demand is presented and approved by the proper authorities.

Section 2. The Council declares that an emergency exists because delays in proceeding with the alternative contracting method could result in additional expense to the project; therefore this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, MAR 08 2006

Mayor Potter  
Jeff Baer  
February 1, 2006

GARY BLACKMER  
Auditor of the City of Portland  
By *Colleen Phillips*  
Deputy

## PERFORMANCE BOND

Bond No. 104986478

Amount: \$ 23,238,377.00

KNOW ALL MEN BY THESE PRESENTS that we Slayden Construction Group, Inc.; as Principal (Contractor), and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of CONNECTICUT, and duly authorized to transact a SURETY business in the State of Oregon, as SURETY, are held and firmly bound unto the CITY OF PORTLAND, a municipal corporation of the State of Oregon, in the sum of Twenty Three Million Two Hundred Thirty Eight Thousand Three Hundred Seventy Seven Dollars, (\$23,238,377.00) lawful money of the United States of America, for the payment whereof well and truly to be made, we and each of us, jointly and severally, bind ourselves, our and each of our heirs, executors, administrators, successors and assigns firmly by these presents.

THE CONDITIONS of this obligation are such that, whereas the above Principal did on the 21<sup>st</sup> day of August, 20 07 enter into a Contract with the City of Portland for which Contract is made a part hereof as if fully copied herein;

NOW, THEREFORE, if the said principal faithfully, punctually and completely performs and abides by all covenants and conditions of said Contract, and with all laws, ordinances, regulations, and orders of the State of Oregon and the City of Portland, and the agencies and bureaus thereof, directly or indirectly governing or applicable to the Principal's performance under the said Contract, including but not limited to the requirements of Oregon Revised Statutes Chapter 279 relating to public contracts, which hereby is made a part hereof as if fully copied herein, then this obligation shall be null and void, otherwise to be in full force and effect.

SURETY agrees (1) that any extension of time allowed said Principal for completion of work or for delivery under the said contract shall not impair this obligation or reduce any period of maintenance or warranty provided in said Contract; (2) that any change made in the terms or provisions of said contract increasing the price to be paid to Principal, without notice to the SURETY shall not impair this obligation, PROVIDED that all such increases shall not in the aggregate exceed twenty-five percent (25%) of the original Contract Price without consent of the SURETY, however, any such change shall not increase the obligation of the SURETY hereunder; and (3) that this obligation shall continue to bind the said Principal and SURETY notwithstanding successive payment made hereunder for successive breaches, until the full amount of the said obligation is exhausted.

IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be executed on this 21<sup>st</sup> day of August, 20 07.

SLAYDEN CONSTRUCTION GROUP, INC.

**PRINCIPAL**

BY 

TITLE TREASURER

APPROVED AS TO FORM

Approved:

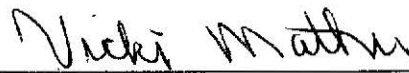
  
CITY ATTORNEY

CITY ATTORNEY

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

**SURETY**

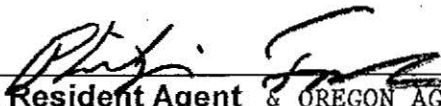
BY



Attorney-in-Fact

VICKI MATHER

COUNTERSIGNED:



**Oregon Resident Agent & OREGON AGENT FOR SERVICE**

PHILIP FORKER, AGENT

ANCHOR INSURANCE & SURETY, INC.

**Address**

1201 SW 12TH AVE., SUITE 500

PORTLAND, OR 97205

**NOTE**

If the Principal is operating under an assumed business name there must also be set forth in the first paragraph of the bond, the names of all the partners or the individuals owning the business, and the bond must be executed by one of them.

If the Principal is a corporation, the bond must be executed by one of the officers authorized to execute bonds, showing his official title and the seal of the corporation.

The bond must be executed by an attorney-in-fact for the surety company, showing on the face thereof the Oregon agent for service, and bear the seal of the surety company. Where the bond is executed by a person outside the state of Oregon, his authority to execute bonds should be shown.

**PAYMENT BOND**

Bond Number: 104986478

Amount: \$ 23,238,377.00

KNOW ALL MEN BY THESE PRESENTS that we, Slayden Construction Group, Inc.; as Principal (Contractor), and TRAVELERS CASUALTY AND SURETY \*, a corporation organized and existing under the laws of the State of CONNECTICUT, and duly authorized to transact a SURETY business in the State of Oregon, as SURETY, are held and firmly bound unto the CITY OF PORTLAND, a municipal corporation of the State of Oregon, in the sum of Twenty Three Million Two Hundred Thirty Eight Thousand Three Hundred Seventy Seven Dollars (\$23,238,377.00) lawful money of the United States of America, for the payment whereof well and truly to be made, we and each of us, jointly and severally, bind ourselves, our and each of our heirs, executors, administrators, successors and assigns firmly by these presents. \* COMPANY OF AMERICA

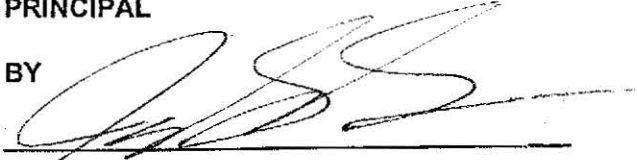
the 21<sup>st</sup> day of August, 20 07 enter into a Contract with the City of Portland for which Contract is made a part hereof as if fully copied herein;

NOW, THEREFORE, if the said principal faithfully, punctually and completely performs and abides by all covenants and conditions of said Contract, and with all laws, ordinances, regulations, and orders of the State of Oregon and the City of Portland, and the agencies and bureaus thereof, directly or indirectly governing or applicable to the Principal's performance under the said Contract, including but not limited to the requirements of Oregon Revised Statutes Chapter 279 relating to public contracts, which hereby is made a part hereof as if fully copied herein, and shall make payment promptly, as due, to the City of Portland and all other public entities as may be required, and to all subcontractors and to all persons supplying to the Principal or his(its) subcontractors, equipment, supplies, labor, or materials for the prosecution of the work or any part thereof, provided for in said Contract, then this obligation shall be null and void, otherwise to be in full force and effect.

SURETY agrees (1) that any extension of time allowed said Principal for completion of work or for delivery under the said contract shall not impair this obligation or reduce any period of maintenance or warranty provided in said Contract; (2) that any change made in the terms or provisions of said contract increasing the price to be paid to Principal, without notice to the SURETY shall not impair this obligation, PROVIDED that all such increases shall not in the aggregate exceed twenty-five percent (25%) of the original Contract Price without consent of the SURETY, however, any such change shall not increase the obligation of the SURETY hereunder; and (3) that this obligation shall continue to bind the said Principal and SURETY notwithstanding successive payment made hereunder for successive breaches, until the full amount of the said obligation is exhausted.


IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be executed on this 21<sup>st</sup> day of August, 2007.

SLAYDEN CONSTRUCTION GROUP, INC.  
**PRINCIPAL**

BY 

TITLE TREASURER

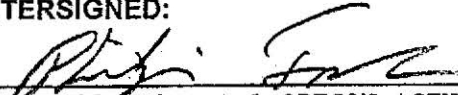
Approved: **APPROVED AS TO FORM**

  
CITY ATTORNEY  
CITY ATTORNEY

TRAVELERS CASUALTY AND SURETY COMPANY  
**SURETY OF AMERICA**

BY   
Attorney-in-Fact VICKI MATHER

**COUNTERSIGNED:**

  
**Oregon Resident Agent & OREGON AGENT FOR SERVICE**  
PHILIP FORKER, AGENT  
ANCHOR INSURANCE & SURETY, INC.

**Address**  
1201 SW 12TH AVE., SUITE 500  
PORTLAND, OR 97205

**NOTE**

If the Principal is operating under an assumed business name there must also be set forth in the first paragraph of the bond, the names of all the partners or the individuals owning the business; and the bond must be executed by one of them.

If the Principal is a corporation, the bond must be executed by one of the officers authorized to execute bonds, showing his official title and the seal of the corporation.

The bond must be executed by an attorney-in-fact for the surety company, showing on the face thereof the Oregon agent for service, and bear the seal of the surety company. Where the bond is executed by a person outside the state of Oregon, his authority to execute bonds should be shown.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 214459

Certificate No. 001366210

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gene M. Dietzman, Gloria Bruning, James P. Dooney, John D. Klump, Philip O. Forker, Ray M. Paiement, Vicki Mather, J. Patrick Dooney II, Richard W. Kowalski, Tamara A. Ringeisen, and Brent Olson

of the City of Portland, State of Oregon, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of December, 2006

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 28th day of December, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

**Exhibit A**

Mt. Tabor and Washington  
Park Amendment #2, Contract 36297

PORTLAND WATER BUREAU																				
Mt. Tabor and Washington Park Interim Security and Deferred Maintenance Improvements - Amendment #2																				
WORK TASKS	B&V								Alcantar & DDC	B&V Hours incl. Alcantar & DDC	Total BV Labor Cost	Allowable Expenses	HDR	HDR Hours	Alcantar & DDC	Other Subconslt.	Other Subconslt. Name	Other Subconslt. Hours	Subconslt Markup	
	Principal & QA	Project Manager	Team Leader Sr Engineer	Project Engineer	Engineer	CADD Manager	CM/GC & Estimator	Clerical												
	Ward Krueger	Peck	Gresh Spezio	Nale	Idehara		Electrical & I&C	Scott Jones	Civil Eng. & CADD ESB											
	Proposed Rates 2005	\$165	\$155	\$155	\$110	\$100	\$95	\$125	\$60	\$90										
Estimated Rates 2007	\$175	\$165	\$165	\$110	\$100	\$95	\$125	\$60	\$90											
Estimated Rates 2008-09	\$193	\$182	\$182	\$121	\$110	\$105	\$138	\$66	\$99											
5%																			<b>Costs</b>	
<b>0200 Preliminary Design Phase Tasks</b>																				
Additional Document Prep for LUR																				
Hours	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$15,000						\$750	
Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$0	\$0				\$750	
<b>0300 Design Phase Tasks</b>																				
Redesign Water Transmission Mains 59th-60th																				
Hours		60		180	80	200			70	590	\$56,700	\$1,685		\$6,300					\$315	
Specifications for metal-seated valves		8		8	26					42	\$4,800	\$200		\$0					\$0	
Redesign at Gatehouse 5										0	\$0	\$0	\$20,000	\$0					\$1,000	
LUR Requirements - Washington Park		16				20				36	\$4,994	\$218	\$87,000	\$0	\$10,000	Walsh			\$4,850	
Electrical Design Change - Generator system	8	24	16	20		80	60			208	\$27,830	\$3,320	\$25,000	\$0	\$12,000	Epsilon			\$1,850	
Hours	8	108	16	208	106	300	60	0	70	876										
Cost	\$1,540	\$19,602	\$2,904	\$25,168	\$11,660	\$31,350	\$8,250	\$0	\$6,930		\$94,324	\$5,423	\$132,000	\$6,300	\$22,000				\$8,015	
<b>0400 CM/GC Assistance</b>																				
Additional Partnering Workshop																				
Hours	0	8	0	8	8	0	0	20	0	44	\$4,620	\$1,280	\$2,500	\$0	\$4,800	RSR			\$13,200	
Cost	\$0	\$1,452	\$0	\$968	\$880	\$0	\$0	\$1,320	\$0		\$4,620	\$1,280	\$2,500	\$0	\$4,800				\$0	
<b>0500 Construction Phase Tasks</b>																				
Vibration Monitoring																				
Hours										0	\$0	\$550			\$70,000	Earth Dynamics			\$3,500	
Video Documentation										0	\$0	\$550			\$28,000	Curtis & Jeidy			\$1,400	
Labor Escalation on Original Scope - Mt Tabor	15	156		358			10	100	180	819	\$9,210	\$170	\$5,000	\$1,620					\$16,000	
Labor Escalation on Original Scope - WA. Park	18	48		48				24	0	138	\$2,439	\$61	\$9,000	\$0					\$11,500	
Project Record Drawings- Wa Park and Mt Tabor		8		40				40		318	\$11,792	\$5,438	\$10,000	\$22,770					\$50,000	
Wa Park Startup and Commissioning Security										0	\$0	\$0	\$16,667						\$833	
Wa Park Reservoir Operational Guidelines		4		28			4		24	60	\$4,664	\$91		\$2,376	\$5,000	Hawley			\$369	
Hours	33	216	0	474	0	0	54	124	434	1335										
Cost	\$6,353	\$39,204	\$0	\$57,354	\$0	\$0	\$7,425	\$8,184	\$42,966		\$28,105	\$6,860	\$40,667	\$26,766	\$103,000				\$6,102	
<b>0600 BES Sewer</b>																				
BES Sewer Plan & Profile Sheets																				
Hours	2	36	0	40	80	40	0	24	180	402	\$23,930	\$2,560		\$16,200	\$6,000	Thurston, Cornforth			\$1,110	
Cost	\$385	\$6,534	\$0	\$4,840	\$8,800	\$4,180	\$0	\$1,584	\$16,200		\$23,930	\$2,560	\$0	\$16,200	\$6,000				\$1,110	
<b>F. Construction Value Engineering</b>																				
Allowance																				
																			\$91,688	
<b>Total amount for Amendment #2</b>																			<b>\$650,000</b>	

Approved amount for Amendment #1 \$876,000  
Original Contract amount \$1,544,957

**Revised Contract amount w/ Amendment #2 \$3,070,957**  
Percent increase over Original Contract amount 99%

AMENDMENT NO 2  
CONTRACT NO. 36297

FOR

**Design of Mt. Tabor Interim Security and Deferred Maintenance Improvements**

Pursuant to Ordinance No. 179633 and 179979

This Contract was made and entered into on the 14th day of October 2006, by and between Black & Veatch Corporation, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

1. This contract is hereby extended through March 1, 2010.
2. Additional compensation is necessary and shall not exceed \$650,000. Additional compensation is required for additional geotechnical monitoring and video documentation of private property adjacent to the construction zone to mitigate risk; design for the relocation and replacement of aging sewer and realignment of 48-inch water main to minimize neighborhood and tree impacts during construction; security equipment commissioning, and final record drawings for the Mt. Tabor and Washington Park Interim Security and Deferred Maintenance Project.

All other terms and conditions shall remain unchanged and in full force and effect.

Black & Veatch Corporation

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

\_\_\_\_\_  
(Name and Title)

Address: 4800 Meadows Road  
Suite 200  
Lake Oswego, OR 97035  
Telephone: (503) 699-7556

Approved as to Form:

CITY OF PORTLAND

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

By: \_\_\_\_\_  
Auditor Date

By: \_\_\_\_\_  
Mayor/Elected Official Date



**Mt. Tabor and Washington Park  
Interim Security and Deferred Maintenance**

**Amendment #2 – Contract 36297**

**Additions to Preliminary Design Services Scope, Mt Tabor & Washington Park: Add the following Tasks:**

**Additional Documentation for the Land Use Review (LUR) Packages:** B&V/HDR were requested to provide additional exhibits, drawings and text for the LUR process for Mt. Tabor and Washington Park applications, beyond that anticipated in the original scope. These were required in order to provide better detail on the proposed improvements for Landmarks Commission review.

**Additions to Design Services Scope, Mt Tabor & Washington Park:  
Add the following Tasks:**

**Redesign of Water Transmission Mains 60th Ave. – Hawthorne – 59<sup>th</sup> – Lincoln to accommodate the BES sewer replacement project:** The original design was developed on the assumption that existing sewers would remain in place. BES has determined that the sewers in these streets will be replaced as part of the Mt. Tabor project. The proposed sewers are larger than existing, in some cases deeper, and generally realigned in the roadway. This change necessitates significant changes in the alignment of the water transmission mains of the existing design, which was already at 95% completion when these changes were made. This Task provides for the effort to redesign and change locations of these water pipelines to avoid conflicts with the sewers.

**Specifications for Metal-Seated Valves:** The original scope of services was developed on the assumption that all main valves would be AWWA C504 valves. Because of unexpected high velocities in several valves PWB has directed B&V to change these to metal-seated triple-offset valves. This Task provides for the effort to prepare specifications for these valves.

**Redesign at Gatehouse 5:** BDS initial reviews indicated that changes would be needed to meet City code. This Task is to redesign the entrance and handrails at Gatehouse 5 and to re-issue the affected drawings.

**Land Use Review (LUR) - Washington Park:** Landmarks Commission as part of the LUR permitting process has required additional research and documentation of alternative concrete repair procedures and alternative handrails and fencing material effecting features in the historic district. This review has resulted in the direction to redesign and to re-issue the affected drawings for the repair to the Grand Staircase, East Staircase and some other issues. The exact scope is undefined at this time, but a budgetary allowance is provided.

**Electrical Design Change – Generator System:** As a value engineering measure, to reduce project cost, the PWB has decided to delete the generator building at Reservoir 6 and instead to provide a manual transfer switch and connection for a portable generator. This scope is to provide design services for this change in electrical wiring and physical facilities.

**Additions to CM/GC Services Scope: Add the following Tasks:**

**Additional Partnering Workshop:** This provides for one partnering workshop beyond the original Scope, to be held early in the construction phase. The Scope provides for a qualified facilitator, plus attendance by key B&V/HDR team members.

**Additions to Construction Services Scope - Task 0500**

**Vibration Monitoring – Mt. Tabor:** This Task is to allow for continuous vibration monitoring during construction of the sewer and pipeline improvements in 59<sup>th</sup> Ave, Hawthorne and Lincoln St, on a time and materials basis, with a budget of \$70,000 for Earth Dynamics, plus B&V oversight and handling fees.

**Video Documentation – Mt. Tabor:** This Task is to allow for video documentation of the condition of selected residences in the vicinity of the sewer and pipeline improvements in 59<sup>th</sup> Ave, Hawthorne and Lincoln St, on a time and materials basis, with a budget of \$28,000 for Curtis & Jeidy, plus B&V oversight and handling fees.

**Labor Escalation:** The Original Construction Services budget is adjusted to allow for labor cost escalation, based on project completion approximately 2 years later than the original timeframe anticipated in the Request for Proposals.

**Project Record Drawings:** This Task is to provide drafting services and production of Project Record Drawings, for Mt. Tabor and Washington Park improvements, based on the CM/GC's as-built drawing markups submitted to the PWB. This Task will be on a time and materials basis with a budget allowance of \$50,000.

**Washington Park – Security Systems Commissioning:** Consultant shall provide 80 hours field services to assist the BWW and CM/GC in commissioning the security facilities. (Commissioning for Tabor is in the existing Scope).

**Washington Park - Reservoir Isolation Operational Guidelines:** The Consultant will work with BWW staff to develop Reservoir Isolation Operational Guidelines for Washington Park (Guidelines for Tabor are in the existing Scope). These guidelines will incorporate O&M manuals for the valve actuators, supplied by the CM/GC. The Operational Guidelines will cover the following general topics:

- Confirming decision to isolate one or more reservoirs;

- Items to check before remotely actuating valves;

- Valve opening and closing sequence for each of several operating scenarios (isolate one reservoir, two particular reservoirs, etc.);

- Instruments to monitor while valves are opening and closing – warning signs to be aware of;

- Corrective actions if pressure transients or other unexpected problems emerge;

- Follow-up monitoring and observations after new valve-line up is complete

#### **Additional Task 0600 – BES Sewer**

This Task is to provide design drafting and production of plan and profile sheets for the 59<sup>th</sup> Ave, Hawthorne, Lincoln St, and 60<sup>th</sup> Ave. sewer replacements. This work does not include sealing drawings or specifications; the responsibility for the technical design and calculations is with City of Portland BES.

#### **Construction Value Engineering**

This budget is for additional Tasks that may be authorized at PWB discretion. If requested, Consultant shall submit a scope and fee proposal for each Task requested and shall not proceed until receipt of PWB's written approval.

## ORDINANCE NO. 177300

\* Authorize a contract and provide payment for construction of the Washington Park Open Reservoirs 3 and 4 Improvements (Ordinance)

### **The City of Portland ordains:**

Section 1. The Council finds:

1. The Bureau of Water Works requires the construction of the Washington Park, Open Reservoirs 3 & 4 Improvements. The Washington Park, Open Reservoirs 3 & 4 Improvements project consist of installing floating covers on Reservoirs 3 and 4; replacing the flexible liner in Reservoir 3; and replacing yard piping between Reservoirs 3 and 4.
2. The Engineer's estimate for the construction of the improvements is \$3,800,000 allocated for FY02-03. and FY03-04
3. Appropriations for the construction of the project are included in the Bureau's FY02-03 and FY03-04 Capital Improvement Program.

NOW, THEREFORE, The Council directs:

- a. That the Commissioner of Public Affairs and Auditor are authorized to execute on behalf of the City a contract with the lowest responsive and responsible bidder for the project described in Section 1 hereof, in accordance with the plans and specifications on file with the Purchasing Agent.
- b. The Mayor and the Auditor hereby are authorized to draw and deliver checks chargeable to the FY02-03 and FY03-04 Budget, Water Fund, Account 567000, Projects 3367 and 3436, Center Code 18089949, when demand is presented and approved by the proper authorities.

Section 2. The Council declares that an emergency exists because the liner and covers installation is weather dependent and a delay in proceeding with this project will result in additional expense. Therefore this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, MAR 06, 2003

Commissioner Saltzman

Jerald R. Moore  
February 24, 2003

**GARY BLACKMER**  
Auditor of the City of Portland  
By /s/Susan Parsons

Deputy

BACKING SHEET INFORMATION

AGENDA NO. 193

ORDINANCE/RESOLUTION/COUNCIL DOCUMENT NO. 177300

COMMISSIONERS VOTED AS FOLLOWS:		
	YEAS	NAYS
FRANCESCONI	----	-----
LEONARD	X	
SALTZMAN	X	
STEN	X	
KATZ	X	

## REPORT TO COUNCIL

May 26, 2011

Accept report on contract with Slayden Construction Group, Inc. for construction of the Mt. Tabor and Washington Park Interim Security and Deferred Maintenance Project as complete, authorize final payment and release retainage (Report; Contract No. 37524)

On March 08, 2006, City Council approved the findings and authorized Portland Water Bureau (PWB) and Procurement Services an exemption to the competitive bidding process to allow for the selection of the construction contractor using an alternative procurement method, specifically the CM/GC method (Council Ordinance No. 179979).

On November 13, 2006 the City entered into a PTE Services (Contract No. 37077) with Slayden Construction Group, Inc. for the Pre-Construction Services for the interim security improvements and deferred maintenance work at Mt. Tabor and Washington Park Water Facilities. The PTE Contract was completed on July 30, 2008 and closed out. As part of the PTE services the City entered into negotiations for a Guaranteed Maximum Price (GMP) for Construction Services. A GMP was successfully negotiated and the City entered into a second contract for construction services.

On August 21, 2007 the City authorized a contract with Slayden Construction Group, Inc. for construction services (Contract No. 37524). The purpose of the project was to construct security, and deferred maintenance improvements, which enabled the PWB to better secure the open reservoirs with cameras and electronic security devices and permit the isolation of the reservoirs with remotely controllable valves and bypass piping and other maintenance items. As part of this work, PWB installed fence and gate improvements, vehicle access controls, remote controlled actuators on existing isolation valves, new isolation valves with remote controlled actuators, a pressure reducing valve (PRV), and Gatehouse No. 5 interior remodeling for on-site security staff. Security improvements included security alarm upgrades, additional cameras and communications equipment, improvements for remote monitoring, on-site recording, vegetation control around reservoir perimeters, signs encouraging visitors to use paths away from reservoirs, and improvements to secure buildings.

ORS 279C.355 requires an evaluation report upon completion of a project exempted from competitive bidding. The report must include information on the GMP if used; actual estimated project costs; numbers of change orders; an analysis of the success and failures of the design, engineering and construction; and an objective assessment of the use of the alternative contracting process as compared to the findings required by ORS 279C.355. The following is the report required by ORS 279C.355, which explains how the use of an alternative contracting method was in the City's best interest.

## GMP, Costs and Change Orders:

The original amount for the Preconstruction Services contract was \$315,173 and the final total paid amount under this contract to Slayden Construction Group, Inc. was \$367,693.07 (16.7 % over the original contract amount). There were two (2) amendments to the Preconstruction Services contract. Amendment No. 1 was a no cost increase, but extended the contract to April 30, 2008. Amendment 2 provided additional compensation with a not to exceed amount of \$56,314 for added work scope, which included advertising for sub-contract work, printing of construction documents, outreach efforts to the minority, women, and emerging small business (M/W/ESB) community, and preparing for upcoming construction activities.

The original GMP contract amount for Construction Services was \$23,238,377, which was established with a Report to Council to authorize the Construction Services contract. The final construction cost in 2011 is the same as the original GMP contract cost approved by Council in 2006. There have been five (5) no cost change orders issued for the construction contract. Change Order No. 1 provided a mechanism to allow for payment of the contractor's fee to be distributed in increments with no cost increases. Change Order No. 2 extended the contract completion date for delays encountered for the sole source security portion of the project and issues with the mechanical valve actuators delivered, and other maintenance items with no cost increases. Change Order No. 3 added the installation of a PRV vault/piping system on SE 60th Avenue from the Owner's allowance budget with no cost increases. And Change Orders No. 4 and 5 were also no cost changes to the contract extending the contract completion date for completion of the PRV vault/piping system on SE 60th Avenue. The final contract amount is \$23,238,377 (0% over/under the original GMP contract amount). The balance due on the contract is \$99.95 and the retainage to be released is \$5,973.68. The project is now complete and all work necessary to complete the project has been executed in accordance with the contract documents and to the satisfaction of the PWB.

### Objective assessment of the use of the alternative process:

The paragraphs below in italics are the Findings dated March 2006 (Ordinance No. 179979, Exhibits A and B) justifying project exemption, and PWB's assessment of the use of the alternative contracting process as compared to the findings:

#### *1. Objective: Competition -*

*The alternative contracting method will not limit competition or encourage favoritism in the selection process when compared to the standard "low bid" process. PWB will formally advertise and issue a Request for Qualifications (RFQ) followed by a Request for Proposals (RFP) for a contractor for this project in accordance with established RFP procedures that will attract competition for this contract from numerous contractors in the construction community. Potential contractors will submit Statements or Qualifications to perform the work. A Selection Committee consisting of staff from PWB, Bureau of Purchases and others from the community will evaluate the Statements of Qualifications and develop a short list of the most qualified contractors. Those selected will be asked to submit proposals. The Selection Committee will then select a contractor based on evaluation of the proposals and subsequent interviews, if necessary. The evaluation process will be based on predefined criteria of demonstrable technical qualifications and the proposed fixed fee. Subcontracted portions of the work will be*

*contracted by the contractor through a competitive bidding process. The selection process will be completed under the guidance and direction of the Bureau of Purchases staff.*

PWB Assessment:

Originally the Washington Park and Mt. Tabor Improvement Projects were individual projects with separate solicitations for construction. The outcome of this solicitation was that no contractors submitted proposals for the Washington Park Project; the PWB removed the Mt. Tabor RFP from the advertising process and received approval by Council ordinance to repackage and combine the two individual projects together to make the project more attractive to the contracting community. The combined projects were then advertised as a single project. The combined project was competitively advertised for RFP and three (3) proposals were received. The Contractor Slayden Construction Group, Inc. was selected through the RFP process. Proposals were evaluated using the following evaluation criteria: Organization, Structure, and Key Personnel; Construction Project Plan and Management Experience; Financial Viability; Risk, Safety Performance, and Approach to Safety; Project Approach; Approach to Partnership; Pre-Construction Cost & CM/GC Fee; Diversity in Employment and Subcontracting Requirements; and Community Relations Experience. A seven (7) person selection committee selected Slayden Construction Group, Inc. on August 25, 2006. The selection committee was comprised of seven (7) members (three (3) PWB representatives, one (1) City of Portland (non-PWB) representative, and three (3) non-City representatives). The selection committee was developed to ensure that there were diverse and qualified evaluators to serve on the panel. The committee included three (3) women and two (2) minority evaluators.

2. Objective: Operational, Budget And Financial Data -

*The Project will enhance existing security facilities, install new security and new isolation valves, and install and allow remote control of isolation valves improving the Bureau's response time in the event of an emergency. It is imperative the existing water facilities remain operational during construction.*

*In addition, confidentiality, security and protection of the bureau's critical facilities during the bidding and construction process are essential. A CM/GC contract will allow PWB to have more participation and control. This contracting approach carries both the lowest risk and lowest construction and operating cost compared to any other contracting method. This process also offers the greatest flexibility, reliability, and assurance of continued water facility operations.*

*PWB has particular concerns about releasing documents that include the detailed plans for electronic security elements such as alarms and cameras. This alternative contracting method will allow the use of more general plans that would not reveal these details in the RFP process. The selected CM/GC can access those documents subject to the confidentiality agreement following the Bureau's assurance of integrity of the project team.*

*Employing the contractor during the design phase will allow the contractor to assist in selecting appropriate construction methods and sequencing and in developing a realistic comprehensive construction schedule before the construction phase begins. This will*

*also allow PWB to maintain a higher level of security and restrict access to security documents including the plans and specifications of critical facilities. The alternative contracting method will also provide value engineering and constructability reviews well before the final construction documents are completed. This should ultimately result in fewer change orders and significant savings for the City over conventional contracting.*

PWB Assessment:

Participating on the project during the design period allowed Slayden Construction Group, Inc. to develop a good understanding of the PWB operating constraints for the two sites. This allowed the Contractor to work with PWB engineering, operations and security staff in developing plans to reduce risk to on-going operations while constructing new facilities. In the CM/GC process, the Contractor was able to outreach to a select group of subcontractors that were qualified for the work and required the subcontractors to adhere to the PWB security requirements. The contractor also provided the PWB assistance in working with the permitting agency to explain or adjust construction methods to meet the permit requirements. The cost savings for this project enabled the PWB to add related work at SE 60th Avenue without increase to the overall contract budget.

3. Objective: Public Benefits -

*PWB must continue to meet its commitment to the City of Portland to provide quality potable water to its 800,000 customers and maintain water storage and fire fighting capacity during construction. Mt. Tabor and Washington Park is a terminal storage site for the majority of potable water provided to the City. Therefore, it is necessary that construction of the project proceed with minimum interruptions, delays and claims.*

*The Mt. Tabor and Washington Park sites are listed on the National Historic Register and include environmentally sensitive areas. It is important that the construction contractor have a thorough understanding of the requirements to protect these resources, and that design, historic, and environmental permitting is coordinated. Alternative contracting will allow the contractor proactive involvement in design to develop construction approaches and methods to minimize impacts on the park, Parks Bureau operations and park users. Such involvement in the design phase would not be possible using the traditional "low bid" contracting method.*

*It is likely that there will be a lower chance of disruption to the public's water supply by using the alternative contracting approach. Electing to adopt reasonable measures such as alternative contracting to meet its commitments falls well within the Bureau's fundamental mission of maintaining the highest quality and reliable water service.*

*Finally, alternative contracting will allow construction of the proposed improvements at the lowest life-cycle cost. Alternative contracting will thus allow the public to receive the benefits of both timeliness and lowest cost.*

PWB Assessment:

This alternative contracting process allowed the Contractor more flexibility for the sequencing of construction, constructability reviews, construction staging and removal of potential operational constraints, since much of this was planned during the design phase. Their input and advice on design decisions, scheduling, and cost implications was invaluable. The complexities of the reservoir piping and facilities made this team



approach during design and construction essential. It was anticipated that work on the existing facilities would require shutdown of PWB facilities that could adversely impact water quality or quantity to be provided to PWB customers. However, this contracting opportunity allowed the Contractor to gain knowledge and understanding of the operations of the PWB facilities early on in the design process which enabled the Contractor to work closely with PWB's operations staff and designers to sequence or modify their construction methods that minimized the number or duration of the shutdowns with no impact to water quality or delivery. The flexibility of this contracting approach was extremely successful in ensuring continued water delivery from these key sites.

4. Objective: Value Engineering -

*The alternative contracting method will give the contractor an opportunity to partner with PWB design and construction staff in performing value engineering and constructability reviews. In contrast, contractor input into the project while it is being designed is not possible using the conventional "low bid" design-bid-build construction process. Early involvement will reduce overall project costs and more efficiently attain the project objectives. The contractor can review conditions while design is ongoing and thus has the opportunity for input. The contractor's construction experience and knowledge will also help identify and resolve issues prior to construction and will aid in early identification of effective measures to minimize disruption. This partnering will likely reduce the need for change orders, claims, and delays, resulting in significant cost savings and delivery of quality facilities on time. In contrast, the "low bid" process, which does not permit significant contractor input during the design phase, would not allow the contractor to see actual conditions while design is ongoing.*

PWB Assessment:

The Contractors' contribution to value engineering during the design and construction phase was an effective tool for this project. The periodic cost estimates were much more accurate than those normally received from consultants due to their familiarity of the project conditions and ability to perform preliminary investigative work. The Contractor worked with the PWB operations staff and designers to identify value engineering items (e.g. modifying routing of pipelines thereby reducing the pipe lengths, changing construction methods, utilizing alternative materials, negotiated costs with subcontractors to achieve the best cost for the work, etc.) that resulted in cost savings to the project. With input from the Contractor, cost effective and alternative construction methods, and utilization of knowledgeable subcontractors resulted in work being completed ahead of schedule resulting in cost savings to the project. At the end of the project, the contract resulted in \$1,423,736.36 in shared savings. The PWB was able to utilize the savings from this contract to add a second planned bypass connection at SE 60th Avenue that is needed to provide operational flexibility to the piping system at the Mt. Tabor. The added work was completed within the savings from the contract thereby resulted in no-cost changes to the overall contract amount, and was less overall cost than doing the work under a separate contract.

5. Objective: Specialized Expertise -

*Maintaining the water supply to the public while retrofitting security improvements and installing isolation valves on existing pipes is highly specialized work that requires a*

*great deal of extraordinary care. In addition, construction will occur within a constricted work zone and must take into account Park activities. Some of the methods to protect the water supply, the public, existing historic and environmental resources, and the Park, will not be fully addressed until the project is underway. For example, close coordination with Bureaus of Development Services and Parks, with COMNET, the City's camera and communications provider, and the City's card key provider will be required to ensure security improvements work properly.*

*It is imperative that the contractor has a high degree of construction and coordination experience in similar situations that is available during the design phase of this project. Expertise in construction methodology, sequencing, scheduling, and cost estimating is essential to make sure the City realizes an optimum design that remains practical and within budget. The alternative contracting method will provide the best opportunity to select not simply a qualified contractor, but the most knowledgeable contractor available with the necessary expertise for this project. In addition, the alternative contracting method provides the only realistic way to make sure that expertise is available during the project design phase. In contrast, the conventional "low bid" method does not permit the City to use the contractor's expertise to help design the project nor does it permit the City to exercise judgment about who may be the most qualified contractor to perform this work. Therefore, specialized expertise on this project requires use of the alternative contracting method to maximize the project's success.*

PWB Assessment:

The Slayden Construction Group, Inc. and their subcontractors had the expertise in pipeline, mechanical, electrical, and facilities work improvements requiring sequencing, scheduling and cost estimating, which ensured the City an optimum construction sequencing that remained practical and within budget and schedule.

6. Objective: Market Conditions -

*The alternative contracting method reaches the same or greater market of construction contractors as the conventional bidding process would. The specialized skills and major components of work necessary for the Mt. Tabor and Washington Interim Security and Deferred Maintenance Project reaches the state and national market place. Competitive contracting to this market will be obtained during the solicitation for qualifications and proposals.*

*Other key elements of work for the project that are not completed by the selected contractor will be subcontracted out. A large portion of this work will be subcontracted out to the local market by the CM/GC, using traditional competitive bidding methods. This will ensure both competition and highly qualified subcontractors. The alternative contracting method has the added benefit of allowing the selected contractor to solicit bids for portions of work while other portions are under construction or still in design. This allows the contractor extra time to coordinate construction activities between its various resources to minimize construction risks and delays. The contractor will be able to prepare material and equipment submittals early and thus issue purchase orders to suppliers and vendors for timely delivery. This method will also provide a lengthened opportunity to identify and reach out to qualified minority, women, and emerging small businesses that may otherwise not have an opportunity to participate in the project.*

*Overall, the alternative contracting method provides the best assurance that the most qualified and cost effective subcontractors, suppliers, and vendors will be available to meet the demanding schedule at minimum cost.*

PWB Assessment:

The Slayden Construction Group, Inc. was able to be selective in the work to be subcontracted and determine the list of qualified contractors to perform the work. This effort allowed the utilization of M/W/ESB firms to help meet the City workforce training and hiring requirements while utilizing most qualified contractors for the work. The Slayden Construction Group, Inc. was also able to determine early on as to work to be self performed and work to be subcontracted to local M/W/ESB firms The Contractor hired an M/W/ESB outreach coordinator to maximize M/W/ESB participation on the project. With input from the M/W/ESB outreach coordinator, the Contractor developed smaller bid packages providing additional contracting opportunities, mentored subcontractors, and held bid opportunity meetings with potential contractors. Because of those efforts, M/W/ESB participation was 35.7%.

7. Objective: Technical Complexity -

*Several elements of this project require specialized expertise, as described above. Therefore many of the same reasons that support use of an alternative contracting process that were described in that section are equally applicable because of the technical complexity of this project. In addition, the complexity of the elements of work requires the contractor to understand and be able to manage all aspects of work. The alternative contracting method permits selection of the most qualified contractor to perform this work, rather than requiring the City to accept a contractor based on the lowest bid, which may not have been submitted by the most qualified contractor. Nonetheless, selection of the most qualified contractor is likely to yield substantial cost savings because the contractor's additional expertise will likely identify problems or solutions during the design phase that a less qualified contractor would not. The project is technically complex because the contractor must provide coordination for essential issues such as maintaining the existing water supply, the system security and the ongoing protection of historic and environmental resources, all while minimizing impacts to the park and park users.*

*It is also technically complex because security devices must be installed appropriately and in a manner consistent with the listing of the site as a historic landmark. In addition to protecting the water, the environment and historic features during construction, the project requires establishment of a construction phasing plan; a park circulation plan, dewatering plan; erosion control plan; traffic control plan; health and safety plan; and a sheeting and shoring plan, all prior to starting on-site work. Some of these plans will require close coordination with the public and other City Bureaus. The conventional "low bid" process, based strictly on the initial price, will not necessarily produce the contractor best able to handle the technical complexity of this process and thus may well cause the City additional costs by the time the project is complete. This is less likely to happen if the most qualified contractor is selected through an alternative contracting method and participates in the design process.*

PWB Assessment:

A majority of the work is within the historic landmark and required additional conditions and necessary expertise and equipment imposed on contractor in accordance with the permit requirements. The Slayden Construction Group, Inc. utilized bids from subcontractors during the design to develop costs for construction. The project benefited from early and on-going constructability reviews, scheduling, and sequencing for purchase of long lead production items. This resulted in significant time and cost savings to the project versus the conventional Design-Bid-Build method. In addition, the Contractor established a document distribution process to ensure documents for the security elements are distributed only to selected subcontractors working on their specialty items.

8. Public Safety

*PWB must deliver water to its customers and have water available for emergencies twenty-four hours a day three hundred and sixty five days a year notwithstanding whatever construction activities are incurring on site. The construction activities cannot interfere with PWB's mission of providing high quality water that meets all regulatory standards. The CM/GC process enables the selected contractor to provide input during the design process, enables it to establish a safety plan and a more coordinated construction phasing plan. Therefore, this process is more likely than the low bid process to assist the Bureau in meeting the demands for water quality, reliability and system security. This will result in early implementation of health and safety measures to protect the public, City employees, construction workers and the water system throughout the project. In order for the proposed security improvements to be effective, they must be installed in a manner that ensures protection of the design information about the nature of alarms and related features and location of critical water facilities. In a low-bid process, detailed plans must be widely distributed and are available to anyone requesting copies of the bid documents without screening. Under the CM/GC process it is possible to distribute more general plans and then require confidentiality before detailed plans are shared. This makes it easier for the Bureau to protect security information, which is especially important in work in the area of electronic security, including alarms and passwords. Since the CM/GC process is designed to select a highly qualified contractor, it is likely that this process will maximize public safety and protection of critical information.*

PWB Assessment:

The limited document distribution helped the PWB to meet its goal to protect security information. The pipe installation on SE 59<sup>th</sup> had significant impacts to the accessibility of the residents to their homes. Due to the anticipated high level of neighborhood issues and concerns regarding this project, the contractor provided an on-site neighborhood liaison who was an active interface between the contractor and the neighbors. The communication between the Contractor's on-site neighborhood liaison and the local residents helped to limit neighborhood conflicts with the construction activities and kept residents safer by keeping them out of the construction work limits. The neighborhood benefited from having a specific go to person to communicate their concerns whether it was for their specific residence or issues concerning the neighborhood. With daily involvement from the on-site neighborhood liaison and the local neighborhood, the

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contractor was able to keep focused on their work, and also take quick action to modify the access, site security or traffic control measures when applicable. This input from the Contractor and PWB's neighborhood involvement staff to accommodate the neighborhood helped keep the project on schedule while meeting the needs of the neighborhood. At the conclusion of the work on SE 59<sup>th</sup> Avenue, residents were very satisfied with the outcome of the project and expressed their appreciation for the amount of time spent to coordinate the construction to minimize impacts to their daily activities. This project was completed with no recorded accidents or incidences.

Conclusion:

The use of the CM/GC contracting process on this project was successful at every level. This methodology was fully appropriate for this project and should continue to be viewed as a viable contracting option and selected projects. The CM/GC contractor worked closely with PWB staff (public involvement, operations staff, designers, electricians, etc.) and was flexible in modifying or adjusting the construction schedule or methods to accommodate the needs of the PWB, other City of Portland agencies, or the general public. The CM/GC contractor worked with the PWB to resolve changes encountered on this project that were due to permitting requirements, design modifications to accommodate actual construction conditions with no overall cost increases where these type of changes in a typical design-bid-build project would have likely resulted in cost increase change orders or claims.

It is recommended that Council accept the evaluation report, and accept the contract with Slayden Construction Group, Inc. as complete, authorize final payment and release retainage.



David G. Shaff  
Administrator

**TO THE COUNCIL:**

The Commissioner of Public Safety concurs with the above Report to Council, and;

**RECOMMENDS:**

that the Council accept the evaluation report, and accept the contract with Slayden Construction Group, Inc. as complete, authorize final payment and release retainage.

Respectfully submitted,

Randy Leonard  
Commissioner of Public Safety

## Moore-Love, Karla

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**From:** Mark Bartlett <bartlett.m@comcast.net>  
**Sent:** Wednesday, April 29, 2015 3:44 PM  
**To:** Hales, Mayor; Commissioner Fritz; Commissioner Fish; Commissioner Saltzman; Novick, Steve; Scarlett, Paul; Hull Caballero, Mary; Miller, Fred; jim.rue@state.or.us; Rep.AlissaKenyGuyer@state.or.us; Mark Bartlett; Council Clerk – Testimony  
**Subject:** Comments on Washington Park demolition of Res 3 and 4 LUR  
**Attachments:** Washington Park deeds and map.pdf; Mt Tabor property from Dan Coombs.pdf; PWB defines reservoirs to SHPO.pdf; Washinto Park comments 4-26-15.doc

Mayor Hales,

I write to provide Council member with information about the Washington Park LUR currently under Council review.

1) I have for some time questioned the title and ownership issues and what is allowed as far as what PWB is proposing

a) above are records of deeds and a County property control list from 1974. That lists 44 individual parcels totaling 201.72 acres with ownership divided between PPR and PWB respectively. I've sent Karla other deed docs for the record.

b) also attached is a deed sample restricting use to park use only, with the restriction that no building be erected. Deeds and individual underlying parcels do not disappear if a tax consolidation is made by the assessor.

(ORS 92.017...When lawfully created lot or parcel remains discrete lot or parcel. A lot or parcel lawfully created shall remain a discrete lot or parcel, unless the lot or parcel lines are vacated or the lot or parcel is further divided, as provided by law. [1985 c.717 §3; 1993 c.702 §2])

c) PWB has made application to demolish reservoirs 3 and 4 on approximately 3.5 of those acres, but on multiple parcels.

d) BDS has instructed PWB to consolidate parcels in the May 8 2014 EA summary to meet title 21 requirements (not crossing property lines, etc...) and title 33 land use requirements.

In 33.675.030, assessor tax lots are not the legal maps required in a type 3 or 4 LUR. Any consolidation cannot be completed between a revenue bureau and non revenue bureau. That would be commingling funds and a taking of public assets or general funds assets.

See FIN 6.11 on Capital assets and Charter section 11-104 on water funds.  
<http://www.portlandonline.com/auditor/index.cfm?c=28941>

Of course PWB can condemn property to meet their mission, but compensation must be paid. These points are supported by City attorney opinions (81-44, 82-150,88-165, and memo from Attorney Rogers to Bud Clark dated 3-9-90).

e) If there was a replat the county as legal keeper of such recorded documents, would have a record that is dated and numbered in sequence with the actual plat, who requested the replat, and the surveyor's info as to who did the work. This then would be the legal

plat map for any application, however consolidation of dissimilar bureaus capital assets is not allowed.

ORS 205.130(1) (1981) (providing that county clerk shall have custody of and safely keep and preserve "all maps, plats, contracts and powers of attorney affecting the title to real property");

ORS 209.070(2) (1981) (providing that county surveyor shall "[n]umber progressively all surveys received and state by whom and for whom made.

Portland title 33.675.030 addresses consolidation of lots:

The regulations ensure that lot consolidation does not circumvent other requirements of this Title, and that lots and sites continue to meet conditions of land use approvals. The lot consolidation process described in this chapter is different from (and does not replace) the process used by the county to consolidate lots under one tax account. A tax consolidation does not affect the underlying platted lots. A lot consolidation results in a new plat for the consolidation site.

33.675.050 When These Regulations Apply

A lot consolidation may be used to remove lot lines within a site. The applicant may also choose to remove such lot lines through a land division. A lot consolidation may be required by other provisions of this Title.

Permitting Strategy Document

<[http://friendsofreservoirs.org/resources/Final\\_Permitting\\_Strategy.pdf](http://friendsofreservoirs.org/resources/Final_Permitting_Strategy.pdf)>

from MWH dated July 2002 when PWB was researching a strategy to overcome the code sections and rules on the demolition of listed assets. Many of these obstacle remain and problems today. Any illegitimate replat to meet title 33 LUR approvals on consolidation or commingling of assets as described would render the approval of this LUR invalid.

Multnomah County rules on land use and consolidation for your reference....

11.45.040 (/2). /No development permit shall be issued for the improvement or use of any land divided in violation of the provisions of this Chapter, regardless of whether the permit applicant created the violation. A division of land which is contrary to an approved subdivision plat or partition map is a violation of this Chapter /

Legal consolidation is described under 11.45.113 and 11.45.114, replating..

Additional points beyond land use and title.

2) In County chapter 11.45.460 Land Suitability.... it brings forward other questions about this application...

A land division shall not be approved on land found by the approval authority to be both unsuitable and incapable of being made suitable for the intended uses because of any of the following characteristics:

- A. /Slopes exceeding 20%;/\_
- B. /Severe soil erosion potential;/\_
- C. Within the 100-year flood plain;
- D. A high seasonal water table within 0-24 inches of the surface for three or more weeks of the year;
- E. A fragipan or other impervious layer less than 30 inches from the surface; or
- F. /Subject to slumping, earth slides or movement./\_

The proposed work seems to violate a number of these provisions. As recently as 2010 a permit was issued to correct an active land slide problem on the parcel with the 240 Wright st address. Slopes do exceed 20% in

places and are unstable. Please see the construction photos from the Historic Resources report by Dortignacq commissioned by PWB in 2008-9.

I believe the issue of a proper and legal plat map was again addressed in 11.45.710

\*Information Required on Subdivision Plat or Partition Plat\* / [Amended 1994, Ord. 781 § II]/

In addition to the information required to be shown on the tentative plan, the following shall be shown on the subdivision plat or partition

plat: / [Amended 1994, Ord. 781 § II]/

A. Corners of adjoining subdivisions or partitions. / // [Renumbered and Amended 1995, Ord. 843 § II]/

2. The location, width and centerline of streets and easements abutting the boundaries of the land division. / [Renumbered 1995, Ord. 843 § II]/

3. Normal flood plain or high water line for any creek or other minor body of water or natural drainage way and the 100-year flood line of any major water body. / [Renumbered 1995, Ord. 843 § II]/

4. The ownership of each private street shall be shown. / [Renumbered and Amended 1995, Ord. 843 § II]/

3) The question of PUBLIC vs PRIVATE streets arise within the Park.

PWB has discussed with citizens that a number of roads within the park boundary are private streets as opposed to public. They by code are built to different standards. And also would have different code application given the proposed work. Definitions do matter in code interpretations. If as PWB asserts, the entire Park is owned by the "City" then would not all of the streets be public, standards or not?

4) Roads listed in any transportation plan for removal of excavated spoils and import of materials, would necessarily be quite old and not built to modern public street standards, or more importantly to meet the load capacity and vibrations the many thousands of truck trips required to carry out the work. Who will pay for road damages and how is it that PBOT considered these streets safe for this proposal? See the pre app summary on PBOT comments.

5) Sewer

Much was made about the condition of the Tanner Creek line when the PGE stadium renovation took place. I recall the decision was made not to touch that due to its unstable condition, yet PWBs application utilizes this pipe to carry overflow in the event of any failure or seismic activity. Would not that same activity render this pipe vulnerable to failure much as the reservoirs or any tank?

6) Condemnation

PWB can take land with proper compensation, but in this case proposes to circumvent that necessity by an illegitimate consolidation of public non revenue assets. Taxpayer lose twice, no appropriate compensation, then a loss of public park lands or taking of general fund property. Whatever PWB does in the park would require unlimited access in perpetuity, so a clear taking of whatever parcels they do not own. The PPR non park use permit does not cover a taking nor does it validate pilfering of the public treasury by creating a permanent easement if taking all of the park is not required.

7) Need for more storage?

Reservoir 6 has been out of use since 2010 with its 75,000,000 gal capacity not required to meet City needs. PWB proposes to take res 3 and 4 off line for 4 years eliminating that capacity as well while serving it customers.



Why do they need to build additional capacity or storage in its place if they do not require it during those 4 years. Where is the margin of safety during the 4 years and if it can be met without, then why saddle ratepayers with the costs. Why not build them elsewhere?

PWB has limited any discussion of alternatives as required. BDS and SHPO required a detailed written analysis of alternatives, yet PWB has not presented them to the public in a timely fashion to be considered and scrutinized by the public prior to the BDS issuing a staff report.

PWB proposes that Council approving a budget of millions for work constitutes public involvement and discussion of alternate options.

Citizens do not accept this as a valid public process required under OAR goals and City rules on acceptable public process or impacts as required for any City ordinance.

#### 8) Slide problem

The slide area under Res 4 has long been known and over time been stabilized to some degree. Part of that stabilization is the reduction / elimination of water into the soils most subject to movement.

A disturbance to construct and alter the soils and conditions would increase the potential for additional vulnerability to slides and endanger those homes below this area.

The proposed 20-30,000 truck trips adds to this likely destabilization in that the vibrations would certainly add a factor to the destabilization of the underlying soils.

Thank you for your attention to these important issues.

Mark Bartlett

NE Portland

*Parks*

January 20, 1964

Bureau of Parks

Department of Finance

Commissioner Ormond R. Bean

Water Bureau and Park Bureau property ownerships in Washington Park

Dear Commissioner Bean:

Transmitted herewith is a plan indicating Water Bureau and Park Bureau property ownerships in Washington Park.

Water Bureau Reservoir No. 3 and a portion of Reservoir No. 4 are on Park Bureau property.

The Rose Garden, Japanese Garden, Railroad Depot, parking area, picnic area, tennis courts, and some other heavily used facilities maintained by the Park Bureau are on Water Bureau property.

It is suggested that it might be to the mutual advantage of both bureaus if an exchange could be effected which would transfer the land to the jurisdictions actually operating the respective facilities.

The area shown in crosshatched red is suggested Water Bureau to be transferred to the Park Bureau, and area in crosshatched green is Park Bureau to be transferred to the Water Bureau.

If such a transfer could be made, the Park Bureau would agree, if necessary, to submit for approval of the Water Bureau any plans for work which would alter the contour or drainage in the area.

Very truly yours,

Superintendent of Parks

HBB:mg

Washington Park Properties  
(Park Bureau Assigned)

Deed No	Acquired From	Date	Cost
1 360	Amos N. King	2-20-1891	33,624.00
2 535	Multnomah County	10-14-1948	4,235.58
3 2683	Jeanette N. Swasey & Harold B. Swasey	10-8-1929	1,830.00
4 3533	Anne M. Riddell, et vir	6-23-1937	4,000.00
5 3534	Sigae Elder & Iver Elder	6-19-1937	5,080.76
6 3456	Frank McCauley & Lena McCauley	2-21-1940	1.00
7 3820	First National Bank of Portland	6-9-1941	39.00
8 465	Multnomah County	7-22-1949	200.00
9 5223	"	1-4-1951	3,925.22
10 5324	P.C. Rinehart & V. Craig Rinehart	7- -1951	6,301.51
11 5819	Isabella Seaman	9-22-1952	2,028.73
12 6763	Assessment Collection Fund	2-24-1937	18,397.64
13 9001	"	11-19-1927	13,090.70
14 9001	"	5-21-1921	2,329.07
15 9008	"	9-22-1928	717.54
16 9011	"	5-29-1920	2,329.07
	TOTAL		\$ 93,129.86

BUNROUGHS CORPORATION  
 TODD COMPANY DIV. - L  
 Farm R-559  
 Seattle

Washington Park Properties  
(Water Bureau Assigned)

23 135	Leander Lewis & wife	6-14-1901	1,000.00
24 274	James A. Munday	9-25-1893	450.00
25 280	L. F. Grover, et al	2-16-1892	21,000.00
26 284	The King Real Estate Association	10-12-1894	10,000.00
27 294	O. A. Lodd, et al	9-13-1894	7,184.31
28 301	L. F. Grover & wife & Rachel L. Hawthorne	3-30-1900	27,708.44
29 302	The King Real Estate Association	3-9-1900	32,955.75
30 303	W. J. Houbas, Trustee, et al	3-13-1901	4,000.00
31 307	S. W. Aldrich & wife	1-12-1900	517.50
	TOTAL		\$ 104,816.00

XERO COPY

XERO COPY

XERO COPY

XERO COPY

Jan 11-1964

March 25, 1964

MEMORANDUM

Washington Park

March 23, 1964

Number of acres in Washington Park (Park Bureau Property) which the Water Bureau is using.

Reservoir #3 site covers approximately	2 acres
Reservoir #4 site covers approximately	<u>1 1/2 acres</u>
Total	3 1/2 acres

Number of acres in Washington Park (Water Bureau Property) which the Park Bureau is using.

Park facilities (Tennis Court, Rose Test Garden, Japanese Garden, etc.)	64.22 acres
Less space used for reservoir #4.	<u>3.00 acres</u>
Total	61.22 acres

Approximately 61.22 acres of Water Bureau property used by the Park Bureau.

M E M O R A N D U M

ORDINANCE #917:

January 4, 1871

Purchase for Public Park purposes from Amos N. King 40 acres of land bounded on the N by Barnes Road, S by Canyon Road and A. N. Kings S boundary claim line, and E by lands owned by Mefsr Green.

ORDINANCE #977:

March 22, 1871

Payment for a piece of ground for a Public Park in the sum of \$32,624.00 bought of Amos N. King.

ORDINANCE #11177:

April 11, 1899

Authorizing the Committee on Health and Police to purchase and acquire lands and buildings to be used for a hospital for persons affected by contagious diseases and authorizing the said committee to furnish the same.

ORDINANCE #11535:

March 21, 1900

An Ordinance to institute proceedings to condemn for the use of the City certain land.

ORDINANCE #55856:

January 23, 1929

Authorizing the transfer of Lots 1 and 2, Block 11, Arlington Heights from the custody of the Delinquent Tax Committee of the City to the Bureau of Parks, authorizing payment therefor.

ORDINANCE #57285:

September 25, 1929

Authorizing the purchase of certain property needed for extending Washington Park, providing for payment therefor.

ORDINANCE #61842:

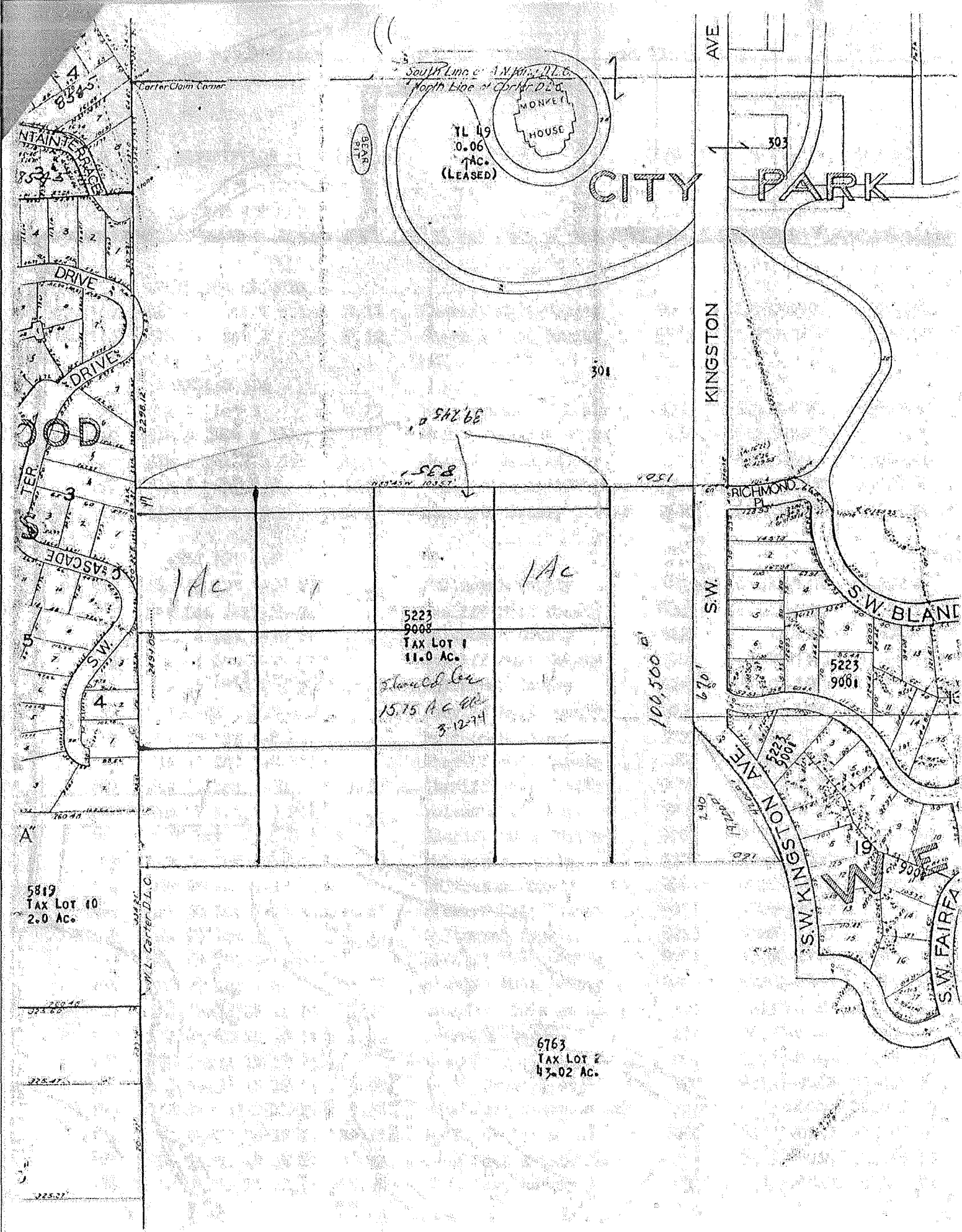
December 9, 1931

Repealing Ordinance No. 36671, entitled, "An Ordinance authorizing the purchase or condemnation of certain lands in Parkside for park and playground purposes, and declaring an emergency", passed by the Council January 22, 1920.

ORDINANCE #69692:

June 16, 1937

Providing for settling a case for damages by Anna M. Biddell against the City of Portland, No. 120704, and Signe Elde against the City of Portland, et al, No. 120705, acquiring certain property for park purposes.



South Line of A.W.M. D.L.C.  
North Edge of Cdr. Dr. D.L.C.

TL 49  
0.06  
AC.  
(LEASED)

MONKEY  
HOUSE

# CITY PARK

KINGSTON  
AVE

S.W.

S.W. KINGSTON AVE

S.W. BLANK

S.W. FAIRFA

Carlor/Clom Corner

BEAR  
HILL

301

303

542.66

1.568

100.500

(A 1271)  
0.256  
0.256

RICHMOND  
PL

5223  
9008

5223  
9008  
TAX LOT 1  
11.0 AC.

Should be  
15.75 AC. @  
3-12-74

6763  
TAX LOT 2  
43.02 AC.

5819  
TAX LOT 10  
2.0 AC.

M.L. Center-D.L.C.

8585

DRIVE

DRIVE

OOD

CASCADE

S.W.

A

S.W. EVERGREEN TERRACE  
S.W. CASPER

980"

TAX LOT 1  
11.00 AC.  
D# 5223  
9005

D# 5223  
9001

D# 5223  
9001

D# 5223

D# 5223  
9001

D# 9001

D# 9001

TAX LOT 10  
2.00 AC.  
D# 5819

1"=200'

TAX LOT 2  
43.02 AC.  
D# 6763

SHERWOOD RESERVATION

S.W. BLINDFORD TERRACE

S.W. KENNETH

FAIRFAX

N.S.

JV #	DESCRIPTION	AREA (Acres)	VENDOR	DEED #	A/C #	AMOUNT
	ARDMORE ADD					
144	Blk 2 Lot 8-10	0.32	1st Nat Bank of Ptl'd	3820	03520-0310	39.00
	ARLINGTON HEIGHTS					
145	Blk 11 Lot 1	0.11	Sheriff Mult County	9004	03750-2670	2,329.07
146	Blk 11 Lot 2	0.12	Sheriff Mult County	9011	03750-2670	2,329.07
	PARKSIDE ADD					
147	Blk 2 Lot 3	0.29	P.C. Rinehart et vir	5324	64840-0380	1,301.51
148	Blk 5 Lot 6 TLL	0.02	Frank McCauley et ux	3456	64840-0930	1.00
149	Blk 5 Lot 7 E 35'	0.11	Anna Riddell et vir	3333	64840-0980	4,000.00
150	Blk 5 Lot 8-9	0.39	Signe Elde et vir	3334	64840-0980	5,080.76
151	Blk 5 Lot 10	0.20	Jeanette Swasey et vir	2683	64840-0980	1,830.00
	WEST END ADD					
152	Blk 13 Lot 1-30 Pt)	5.28	Multnomah County	5223	89280-1070	1,252.02
153	"13 Lot 1-21;25-32)		Sheriff Mult County	9001	89280-1070	2,084.44
154	Blk 14 Lot 1-16 Pt)	2.27	Multnomah County	5223	89280-1390	607.04
155	Blk 14 Lot 1-17 Pt)		Sheriff Mult County	9001	89280-1390	1,169.66
156	Blk 15 Lot 1-2;5-8 Pt)	1.03	Multnomah County	5223	89280-1560	379.40
157	" 15 Lot 1-2;5-8 Pt)		Sheriff Mult County	9001	89280-1560	381.69
158	Blk 16 Lot 1-8 Pt)	1.40	Multnomah County	5223	89280-1640	303.52
159	Blk 16 Lot 1-8 Pt)		Sheriff Mult County	9001	89280-1640	567.35
160	Blk 17 Lot 1-10	1.37	Sheriff Mult County	9001	89280-1720	1,389.15
161	Blk 18 Lot 1-3 Pt)	1.36	Multnomah County	5223	89280-1820	113.82
162	" 18 Lot 1-3;4-8 Pt)		Sheriff Mult County	9001	89280-1820	1,022.89
163	Blk 19 Lot 1-7;9-10)	2.51	Multnomah County	5223	89280-1900	341.41
164	Blk 19 Lot 1-17 Pt)		Multnomah County	9001	89280-1900	1,797.83
165	Blk 20 Lot 1-12 All	1.57	Sheriff Mult County	9001	89280-2070	1,654.02
166	Blk 21 Lot 3	1.85	Multnomah County	5223	89280-2190	75.87
167	Blk 21 Lot 1-2;4-14		Sheriff Mult County	9001	89280-2190	1,826.79
168	Blk 22 Lot 1-8	1.32	Sheriff Mult County	9001	89280-2330	1,196.88
169	TL4 Sec33 1N 1E Pt	0.40	Leander Lewis et ux	135	94133-0040	1,000.00
170	TL4 Sec33 1N 1E Pt)	1.22	James A. Munday	274	94133-0040	450.00
171	TL4 Sec33 1N 1E Pt)		C.A. Ladd et al	294	94133-0040	7,184.31
172	TL4 Sec33 1N 1E Pt	3.99	L. F. Grover, et al	280	94133-0040	21,000.00
173	TL4 Sec 33 1N 1E Pt	2.38	King Real Estate Assn	284	94133-0040	10,000.00
174	TL4 Sec33 1N 1E Pt	34.18	L. F. Grover et al	301	94133-0040	27,708.47
175	TL4 Sec33 1N 1E Pt	20.87	King Real Estate Assn	302	94133-0040	32,955.75
176	TL4 Sec33 1N 1E Pt	0.90	W.J. Hawkins et al	303	94133-0040	4,000.00



JV #	DESCRIPTION	AREA (Acres)	VENDOR	DEED #	A/C #	AMOUNT
177	TL4 Sec33 1N1E Pt	0.23	S.W. Aldrich et ux	307	94133-0040	517.50
178	TL4 Sec33 1N1E Pt	40.78	Amos King et ux	360	94133-0040	32,624.00
179	TL17 Sec4 1S1E	12.34	Multnomah County	4451	99104-0170	4,235.58
180	TL78 Sec4 1S1E	0.05	Multnomah County	4165	99104-0780	200.00
181	TL1 Sec5 1S1E )	15.75	Multnomah County	5223	99105-0010	852.14
182	TL1 Sec5 1S1E )		Sheriff Mult County	9008	99105-0010	717.58
183	TL2 Sec5 1S1E	43.02	City of Portland	6763	99105-0020	18,397.64
184	TL10 Sec5 1S1E	2.00	Isabella Seaman	5819	99105-0100	2,028.73
ARLINGTON HEIGHTS						
AND REPLAT						
2625	Blk 2 Lot 7-10	0.51	J. O. Stendal et ux	8545	03750-0390	1.00
2626	Blk 3 Lot 1-2	0.28	J.O. Stendal et ux	8545	03750-0470	1.00
2627	Blk 4 Lot 1-8	1.30	J.O. Stendal et ux	8545	03750-0510	1.00
TOTAL AREA -		201.72 Acres	TOTAL COST		\$ 196,948.89	
1973 ASSESSED VALUE - \$ 1,813,320.00						

Know All Men by These Presents, That ANNA M. RIDDELL and  
 ALEXANDER G. RIDDELL, her husband,  
 of Multnomah County, State of Oregon,  
 in consideration of Ten (\$10.00) Dollars,  
 and other valuable considerations,  
 to them paid by THE CITY OF PORTLAND, a Municipal Corporation

of the  
 State of Oregon have bargained and sold and by these presents do grant, bargain, sell and  
 convey unto said THE CITY OF PORTLAND, a Municipal Corporation,  
 its successors heirs and assigns, all the following bounded and  
 described real property, situated in the County of Multnomah, and State of Oregon:

The East Thirty-five (35) feet of Lot Seven (7)  
 in Block Five (5) PARKSIDE, in the City of Portland,  
 said County and State, according to the duly recorded  
 map and plat thereof, for park purposes and upon the  
 condition and understanding that said property shall not  
 be used for the construction of any building thereon,

together with all and singular the  
 tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also  
 all their estate, right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD, the above described and granted premises unto the said

THE CITY OF PORTLAND,

its successors heirs and assigns forever. And Anna M. Riddell and  
 Alexander G. Riddell, her husband,

grantors above named do covenant to and with

THE CITY OF PORTLAND,

the above named grantee its successors heirs and assigns that they are  
 lawfully seized in fee simple of the above granted premises, that the above granted premises are free  
 from all incumbrances,

and that they will and their heirs, executors and administrators,  
 shall warrant and forever defend the above granted premises, and every part and parcel thereof,  
 against the lawful claims and demands of all persons whomsoever.

## Combs, Dan

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**From:** Combs, Dan  
**Sent:** Thursday, 03 October, 2002 16:57  
**To:** Kessler, Dennis  
**Cc:** Nelson, Brenda; Warren, Thom; Doane, Jim; Spetter, Ruth;  
'Kathryn.L.Mallon@us.mwhglobal.com'  
**Subject:** Water Bureau Ownership at Mt. Tabor

Dennis;

This is a bit long, but I've tried to categorize with immediate functional project items at the beginning, and more complex (esoteric) issues at the bottom.

### 1. WATER/PARKS LAND EXCHANGE SITES

Yesterday (Oct. 2) I talked with Kathryn Mallon about the potential for land exchange arrangements between Water and Parks, in reaction to Water's future project activities displacing Parks' operations at their Mt. Tabor facility. I will be providing her with more data on individual Water-owned parcels by separate email. There are a few potential sites for at least short-term occupation by Parks, such as the former Hazelwood Water District property at 1017 NE 117th Ave. (please be clear this could NOT include the building, which is already fully utilized by Water, but only the open grassy area to the North), or possibly a portion of the presently vacant area of the Ground Water Pump Station site (16400 NE Airport Way). Other alternatives mentioned include part of the Interstate site, Lusted Hill (not the Plant site, but the potential future treatment/filtration site off Dodge Park Blvd., which Parks gave up their lease on and vacated a couple of years ago), Powell Butte (assuming compliance with the latest Council-approved Conditional Use Master Plan), and some even less likely candidates. Kelly Butte also comes to mind; both Water's large vacant parcels, and the old "911" facility owned by BGS. (This probably belongs in the "less likely" category, but worth investigating). If you have a list of candidate sites please let me know.

### 2. MAPPING WATER'S LEGAL PARCEL BOUNDARIES

I also talked with Kathryn about the legal boundaries between Parks and Water properties on Mt. Tabor. There apparently is still not certainty over what parts of the total area are owned by Parks, and what is owned by Water. To help define the legal parcel boundaries owned independently by the two Bureaus, I am forwarding to you 2 copies of maps and other documents which clearly outline Water's ownership on Mt. Tabor. These are in your slot of the 5th-floor mail cart. You can forward these on to Brenda and/or Kathryn. These maps are:

(a) Large (24" x 34") general overview of Mt. Tabor, with heavy lines indicating the Water Bureau's outer property boundaries. This is based on the same digital data used to create the other map products provided recently by Thom Warren. For clarity, the data has been filtered to leave only what helps the viewer orient the property boundaries to the overall site.

(b) Copy of Water Bureau "General Plans" map "3-B-6" dated 03-24-1959. This map is an older rendition of the Water Bureau's outer property boundaries. In addition, this 1959 map shows the individual parcels originally purchased by Water (in lighter lines), and the "City Auditor's Deed Number" for each acquisition deed. These deeds, and relevant County Surveys of Record for the vicinity, are the basis of Water's boundary lines shown in the most recent mapping products Thom has provided for the project. Note this map also shows the parcels and Deed Numbers for the Park Bureau parcels, existing and vacated public street rights-of-way, and roadway improvements in the overall Mt. Tabor park area, all as of 1959 or earlier.

(c) Partition Plat No. 1997-85, which was created by Water as part of the sale of Water's property along SE Division. "Parcel 2" of the Plat is owned by Water but has been occupied by Parks for many years (more on that further below).

(d) "Proposed Minor Land Division - Tentative Site Plan" dated 01/24/1997 is a detailed survey of the area ultimately referred to as Partition Plat No. 1997-85. The value of this map is that it shows the future street reserve required by conditions of approval of the Partition Plat. These conditions are within City of Portland Case File LUR 96-00 748 MP as referenced in the Plat. The future street reserve provides for the extension of SE 64th Avenue between SE Sherman and Division Streets. This reserve is a 40-ft. wide strip which is the most western 40-feet of Parcel 2. Any future development of Parcel 2 by either Parks, Water or some other future owner would trigger the street right-of-way dedication requirement of LUR 96-00 748 MP.

(e) Water's "Design file" printed on 03/07/1997. This map overlays site improvements as of 1996-97 on the Partition Plat No. 1997-85 "Parcel 1" and "Parcel 2" boundaries. From this map it can be seen the extent of Parks' use of Water's parcel. The east line of Parcel 2 (east boundary of Water's property) runs through Parks' more eastern building closest to SE Division.

(f) Two copies of the County Assessor's data on Parcel 2 of Partition Plat No. 1997-85, as of today (10/03/2002). This is County Taxlot Account No. 1s2e05cc 8702. The County data shows the property as owned by the Bureau of Water Works, in accord with Partition Plat No. 1997-85. The inset maps show current zoning designations, building footprints, and some underground water & sewer line info (some more accurate utility details are also available in Water's mapping data).

I hope all the above helps define what Water does (and does not) own at Mt. Tabor. See Thom or myself for more info if needed.

### 3. MORE ON PARKS' USE OF "PARCEL 2" AND OTHER WATER BUREAU LAND AT MT. TABOR.

The parcel owned by Water on the North side of SE Division at SE 64th Ave. is what remains from the larger parcel originally purchased by Water for the "Reservoir 2" site at SE 60th & Division eastward. Most of that original parcel was sold to the developers of the "Courtyard Plaza" complex. As noted above, the remaining portion ("Parcel 2" of Partition Plat No. 1997-85) is owned by Water but used by Parks as part of their facility. I am not aware of any written agreement between Water and Parks for Parks' use of the Water Bureau property on Mt. Tabor, either for this particular parcel or for the overall Mt. Tabor area. Neither has Parks ever provided me with a copy of such a document. It's possible there was and is an agreement somewhere in the City's files, and I have just never been able to find it. If you know of such an agreement, please let me know. The absence of an agreement raises some interesting questions, issues, concerns and opportunities.

### 4. PROJECT APPROACH TO MT. TABOR PARCEL OWNERSHIP.

Besides the simple question of each Bureau's boundaries being properly mapped, I came away from my discussion with Kathryn with an impression the general approach towards parcel ownership on Mt. Tabor, so far as related to Water's project needs, is not fully inclusive of the unique nature of the property rights involved in Water Fund vs. City General Fund land title authorities and obligations. On Mt. Tabor (and other sites as well, including Washington Park) there are two distinct classes of parcels, with two distinct parties of ownership. The "General Fund owners" (Portland's citizens, taxpayers) are a separate entity from the "Water Fund owners" (Water Bureau ratepayers - including wholesale customers, and Water Fund bond/debt holders). Recognition of these two different ownership categories should underlie any discussion regarding the use and disposition of any Water Fund and/or General Fund assets on Mt. Tabor, in order for decisions made to be legally appropriate and allowable under City Charter and related limitations.

### 5. SOURCE AND BASIS OF WATER'S PARCELS ON MT. TABOR.

The Water Bureau's parcel ownership's originate from individual purchases (mostly from private parties), for the sole purpose of future water reservoir construction. All these parcels were obtained (as far as can be inferred from the records at hand) without consideration towards the use of any Water property on Mt. Tabor for public park purposes. Likewise, all the parcels currently owned by Parks are separate legal acquisitions made by Parks specifically and solely for public park purposes, having nothing to do with use of any Park property for Water purposes. As a result, there is no "co-mingling" of parcel ownership's on Mt. Tabor. Any impression of one indivisible City ownership is a misconception, due in part to previous County Assessor's accounting practices, reflected also in the "graphical index" to the accounting data (the Assessor's maps), the practice of such "accounting shortcuts" (taxlot consolidation at the whim of the Assessor) for individual legal land parcels now prohibited by Oregon Statutes. Due to the County Assessor's historic practice of "consolidating" legally separate and unique tax lots and parcels under one "taxlot account" for assessment and taxation purposes, the County Assessor's data currently available does not reflect the original unique legal parcels within the larger "consolidated taxlot" of City ownership on Mt. Tabor. This is only due to the historic results of the Assessor's now prohibited accounting process being still reflected in the Assessor's mapping products. The Assessor's maps are NOT necessarily a complete, correct or reliable legal source for property ownership data at the individual parcel level (as states the County's disclaimer on their maps, in different words). The County's Deed Records are the preferred source of exact parcel ownership data. The Water Bureau's property ownership maps are based on Deed Records data. An examination and analysis of each deed for the acquisition of Water Bureau property on Mt. Tabor was conducted as part of creating Water's property ownership maps.

### 6. CITY CHARTER PROVISIONS SEGREGATING WATER FUND ASSETS INCLUDES LAND PARCELS.

Water's current project needs to address this "parcel ownership" issue because use of real property owned by the

Water Bureau is controlled by applicable language of the City Charter, specifically Section 11-104 of Chapter 11, which reads:

"Section 11-104. Funds.

After payment of expenses for issuance of water bonds, the proceeds shall be placed in the Water Construction Fund.

Money from the sale of water and charges related to water works or service shall be placed in the Water Fund. After deducting sinking fund requirements, operating expenses of the water works and plant and the Water Bureau, which may include depreciation on plant and property, and maintenance expense found necessary or appropriate, the Council may transfer any excess in the Water Fund to the Water Construction Fund.

The Council may make transfers between funds in the Water Bureau, but the funds and accounts of the Water Bureau relating to water plant and works shall be separate from other accounts and funds of the City and treated as a separate municipal operation. The Council may impose charges it finds equitable upon the operation of the water system for municipal services of other departments, Bureaus and officers, and may impose fees of the same character as for public utilities. Otherwise, money in the Water Fund or the Water Construction Fund shall not be transferred to the General Fund of the City, nor to special funds unrelated to the water works, water system and the sinking funds for water bond debt service. [New sec. Nov. 8, 1966.]"

In examining whether an expenditure of Water Bureau Funds in support of a General Fund bureau, or the use of a Water Bureau asset by a General Fund bureau, would be appropriate, under chapter 11 of the City Charter, the City Attorney's Office has determined that the proper test is a determination of whether the proposed expenditure can be said to be "related to the water works, water system and the sinking funds for water bond debt service."

The City Attorney's Office has found several times over the years that it is not legally proper to transfer a Water Bureau capital asset to a General Fund bureau when payment by the General Fund to the Water Fund is less than the market value of the asset. (City Attorney Opinion 81-44, 82-150, 88-165, other City documents.) The City Attorney has determined: "The phrase "accounts relating to water plant and works" is reasonably read to include the capital "accounts" of the Water Bureau. Otherwise, through the transfer of capital assets, the Charter's purpose to protect the ratepayer investment in Water Bureau plant and works could be evaded." (Memorandum of March 9, 1990 from Jeffrey L. Rogers, City Attorney to Mayor Bud Clark and Commissioners Lindberg and Bogle.)

What the above means in short is that Parks cannot use a Water Fund property for any purpose, and neither can Water Funds be used in support of a Park purpose, without "market value" compensation to the Water Fund in some form. The City Attorney has stated: "Fair market value is best determined by a current appraisal or by an arms length negotiation... Since City Council ultimately manages both the General Fund and the Water Funds, Council must take care that the amount transferred between funds is legally defensible as reasonably reflecting fair market value." (Memorandum of March 9, 1990 as above.)

In relation to an expenditure of Water Bureau Funds or use of Water Fund Assets for Park Bureau purposes, it might be maintained by Parks or others that there exist past arrangements between Water and private parties, that create a precedent for certain arrangements between Parks and Water. Namely, in the acquisition of private property for Water Bureau purposes, the Water Bureau might properly pay to remove encumbrances from the property when necessary to make the property available for Water's purposes. This would apply in the case of encumbrances such as a restrictive easement within property the Bureau desired to purchase, or possibly a site condition which needed to be dealt with as part of the transaction (payment for demolition of a building, or for the value of timber which would be removed during construction, are examples). The assumption is that Water would be willing to provide payment or compensation of some sort to remove an existing problem, so that the site could then be more fully used for Water Bureau purposes. The City Attorney's Office has confirmed such an expenditure appears to fit the "related to" test that Office has set out for appropriate Water Bureau Fund expenditures. The answer is qualified however: The expenditure must be "reasonable". Using Water Bureau assets or funds to provide a new or replacement site or building for Park purposes, would likely not be a reasonable expenditure under the "related to test" - unless the Water Fund received "market value" compensation in exchange. Since at Mt. Tabor this would probably involve property already owned by Water, that Parks has been using without providing "market value" compensation to Water in exchange (and that "market value" determined under the City Attorney's restrictive interpretation), proposing that Water would compensate Parks for the right to use property already owned by Water may be contrary to the City Charter.

## 7. RECOMMENDED ACTIONS.

Based on all the above, any discussion about Water's proposed use of Park property on Mt. Tabor, and Water's potential assistance to Parks in relocating Parks' operations from Mt. Tabor, should (1) recognize and legally account for Water's existing valid and enforceable property rights on Mt. Tabor which are distinct from Parks and City General Fund property rights; and (2) recognize and legally account for "market value" exchanges required between Parks and Water for use of the land parcel(s) by those Bureaus. It's suggested the ownership's be examined in similar detail at Washington Park. There are opportunities to resolve some long-standing discrepancies in ownership as compared to use at both these major Water/Parks areas, and a consolidated approach to dealing with both at the same time is possibly best for all concerned.

I suggest no decisions or commitments regarding the disposition of Water Fund properties in relation to the project be made without a full review by the City Attorney. Ruth Spetter has worked previously in this area and she is copied. Thanks for the opportunity to comment.



CITY OF  
**PORTLAND, OREGON**  
BUREAU OF WATER WORKS

Dan Saltzman, Commissioner  
Morteza Anoushiravani, P.E., Administrator  
1120 S.W. 5th Avenue  
Portland, Oregon 97204  
Information (503) 823-7404  
Fax (503) 823-6133  
TDD (503) 823-6868

May 28, 2003

State Advisory Committee on Historic Preservation  
Attn: James M. Hamrick, Jr.  
Assistant Director of Heritage Conservation  
Deputy State Historic Preservation Officer  
State Historic Preservation Office  
1115 Commercial St. NE  
Salem, OR 97301-1012

Re: Nominations to the National Register of Historic Places for Mt. Tabor Reservoirs  
1, 5 & 6, and Washington Park Reservoirs 3 & 4

Dear Mr. Hamrick:

On behalf of the City of Portland Bureau of Water Works, and Portland Parks and Recreation, I would like to comment on the nomination of the Mt. Tabor and Washington Park reservoirs to the National Register of Historic Places. The City of Portland Water Bureau is the owner of the facilities under review. The facilities are sited within City of Portland parks.

I'd like to provide some brief background context for your interest.

The Portland Water Bureau began bringing Bull Run water to the City in 1895. The City built the first terminal reservoirs, Reservoirs 1 and 2, at Mt. Tabor in 1894, and Reservoirs 3 and 4 at Washington Park. As water demands grew, so did the system. Early in this century the City built Reservoirs 5 and 6 at Mt. Tabor. These reservoirs have been in continuous use since, except for Reservoir 2, which was abandoned in the early 1980's.

Portland reconfigured the reservoir system in the 1980's, transferring "terminal storage" from Mt. Tabor to the new underground reservoir at Powell Butte. The Powell Butte reservoir can hold 50 million gallons of water.

*Use Defined* → Currently, the Mt. Tabor and Washington Park Reservoirs are used as "distribution storage." That is, they serve as the entrance and control point for the City water distribution system—the pipes that take the water throughout the City and to individual customers.

These reservoirs are both essential to our water system operations and inadequate to meet contemporary needs. While well designed and constructed for their time, and beautiful in their serenity and majesty, Mt. Tabor and Washington Park reservoirs would never be built today. *bypassed* ←

No major water utility would construct open finished water reservoirs. Prudent utility practice and federal and state drinking water regulations require that finished water be stored in fully enclosed structures, such as above or below ground tanks.

*An Equal Opportunity Employer*

4-26-15

Comments on Washington Park demolition LUR CASE FILE: LU 14-249689 DM (PC# 14-139549)

**Demolition Review for Washington Park Reservoirs #3, #4 and the Weir building**

**Assignments of error**

**Multiple violations of Title 33. 760 "burden of proof falls to the applicant"**

**and 215.428 and .427 "approval or denial shall be based on the standards or criteria that were applicable at the time the application was first submitted."**

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So the following apply:

11.45.040 (2). No development permit shall be issued for the improvement or use of any land divided in violation of the provisions of this Chapter, regardless of whether the permit applicant created the violation. A division of land which is contrary to an approved subdivision plat or partition map is a violation of this Chapter.

PWB and BDS are both acting in violation of ORS statutes, MMC rules, and local title 33 rules to approve a political LUR and choose not to apply the rules.

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parcels created by "metes and bounds" deed descriptions and subsection (B) for parcels and lots that were created by a Partition or Subdivision Plat.

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1. The subject parcels are in the same ownership and there are no ownership or financing obstacles to completing the consolidation; (there are financing obstacles... PWB funds are to be segregated from City and non revenue bureaus Charter chapter 11-104 water funds)

2. The parcels to be consolidated are either existing Lots of Record or the act of consolidation will correct a past unlawful land division; (lots of record per ORS 92 were ignored)

3. The applicant shall submit to the Planning Director a copy of an unrecorded deed that conforms to the requirements of the Director's report; (applicant used a tax assessor map which is not legitimate or a legal plat for application purposes. Copies of deeds to the 44 individual records are at archives and accessible to PWB. PWB knows this and choose to attempt to circumvent these requirements.)

4. The applicant shall record the approved deed that accurately reflects the approved parcel consolidation. ( PWB refused to comply)

2. If the subject parcels proposed for consolidation includes a parcel created by deed instrument as described in (A)

THE PARK, COUNTY, and PWB MAPS AND DEED RECORDS PREDATE 1978. These were sent to the auditors office for the record on 4-21-15.

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The applicant cannot commingle funds or assets or consolidate parcels of dissimilar bureaus and "TAKE" from the public that which is theirs. Condemnation if legally possible at this point, would be a formal process which citizens have not been made aware of nor were there any notice for public comment on that proposal.

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Original deeds, some with restriction on use are at archives and kept with both the County and auditor per state and local requirements. A copy of such a deed was submitted by citizens to the record restricting any use for any type of building and exclusions for all but Park use.

PWB ignored this requirement as provided in both County and City rules, as it did not suit there desired outcome. BDS accepted the representations knowing these violations were made in the application process and further did not correct them during the staff report.

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- A. Slopes exceeding 20%;
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- C. Within the 100-year flood plain;
- D. A high seasonal water table within 024 inches of the surface for three or more weeks of the year;
- E. A fragipan or other impervious layer less than 30 inches from the surface; or
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The proposed work seems to violate a number of these provisions. As recently as 2001 a permit was issued to correct an active land slide problem on the parcel with the 240 Wright st address. Slopes do exceed 20% in places.

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- A. Two prints of the subdivision or partition plat shall accompany the final drawing, conforming to all applicable requirements as established by the Oregon Revised Statutes (ORS), Chapters 92 and 209. *[Amended 1994, Ord. 781 § II; Renumbered and Amended 1995, Ord. 843 § II]*
- B. Notwithstanding optional provisions in ORS Chapter 92, all parcels created shall be surveyed, monumented and platted, regardless of parcel area. *[Amended 1994, Ord. 781 § II; Amended 1995, Ord. 843 § II]*

**No recorded replat or proper new plat map was provided to BDS or the public process for comment and review.**

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- A. Corners of adjoining subdivisions or partitions. *[Renumbered and Amended 1995, Ord. 843 § II]*
- B. The location, width and centerline of streets and easements abutting the boundaries of the land division. *[Renumbered 1995, Ord. 843 § II]*
- C. Normal flood plain or high water line for any creek or other minor body of water or natural drainageway and the 100-year flood line of any major water body. *[Renumbered 1995, Ord. 843 § II]*
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2) The question of PUBLIC vs PRIVATE streets arise within the Park.

If PWB owns the entire park was claimed, then the ownership and standards to which these streets are constructed as well as determining responsibility for costs to install any new lines or mains (title 21 Water) are not clarified in the application nor presented for public comment.

OR, if as PWB now proposes the “City” owns all of the park in undifferentiated parcels that they proposed to consolidate, then they would be Public roads, and not private. If they were private, then who would that owner be? You can’t have it both ways as the applicant has so tried to cover all bases to present its case and BDS has ignored the many and material errors in and on this application process and decision.

PBOT opines that these existing streets which predate modern construction standards for load bearing capacities for heavy truck traffic will not be harmed or damaged by the proposed 30,000 estimated trips on very small residential streets.

There was also a question of both the capacity of and condition of the waste lines to handle any event which would be directed into the Tanner Creek line running under the stadium. Recent work at the stadium brought to the public the City engineers concerns for the condition and capacity of that line on which PWBs application relies.

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3) PWB proposes to “TAKE” from PPR land for a perpetual easement on which no trees or park like cover can be plated since they require permanent access without any future review for any reason they deem necessary.

As a segregated fund, they must compensate for what they have taken. The public at large lose value while they rate payers gain. This is covered in the 11-104 water funds and other sections for appropriate compensation, yet PWB has not put forward any easement language which must be recorded nor have they proposed and compensation to the public for the taking.

Submitted on 4-27-15

Mark Bartlett

**Moore-Love, Karla**

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**From:** laurel crissman <lcrissman@hotmail.com>  
**Sent:** Wednesday, April 29, 2015 3:12 PM  
**To:** Shibley, Gail; Schmanski, Sonia; Howard, Patti; Warner, Chris; Grumm, Matt; Council Clerk –  
Testimony  
**Subject:** Saving the reservoirs

To: Mayor Charlie Hales and Commissioners Nick Fish, Amanda Fritz, Steve Novick, and Dan Saltzman  
c/o Chiefs of Staff

Re: Washington Park and Mt. Tabor Reservoirs

Dear Mayor Hales and Commissioners:

I am deeply concerned that, after all the scientific evidence has been presented, (which includes the prospect of a landslide and unhealthy water) there is still forward movement toward demolition of Washington Park's Reservoirs 3 & 4 as well as disconnection of the Mt. Tabor Reservoirs.

I adamantly oppose both decisions. I would say much more about the deleterious effects of such actions, but at this point, it has all been said...presented at many meetings about the reservoirs in both parks by those who have done worthy research, e.g. Scott Fernandez and Floy Jones. The only reasons that I can conclude that the mayor of our city would uphold such dangerous actions is a lack of integrity. I realize that it may take a lot of courage not to be swayed by corporate interests. But courageous leaders are what this now exemplary city must have. A mayor who does not stand behind the truth and the well-being of the public, will not be supported by the majority for long.

In addition, there is no reason to point to the EPA LT2 rule as an excuse for these (unsafe) choices since that EPA ruling is currently under review and revision.

Please reverse your position regarding the reservoirs in both Mt. Tabor and Washington Park. If you and the various commissioners supporting demolition of the Washington Park reservoirs and the disconnection of the Mt. Tabor reservoirs have no conscience about the dangers involved, at least be aware that the many citizens who would be adversely affected by your erroneous choices will have much disrespect for such misuse of power. That does not need to happen....

I implore you: Please reverse your position on these issues.

Sincerely,

Laurel Crissman, Teacher  
SE Portland Resident

cc: Nick Fish  
Amanda Fritz  
Steve Novick  
Dan Saltzman

**Moore-Love, Karla**

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**From:** Robert Stabbert <Robert@stabbert.org>  
**Sent:** Monday, April 27, 2015 4:51 PM  
**To:** Council Clerk – Testimony  
**Subject:** I do NOT support underground storage of Portland's water.

Best Regards,

*Robert Stabbert*

425-985-3333

Skype: RPStabbert

Robert@Stabbert.Org

**Moore-Love, Karla**

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**From:** Carolyn Stuart <touchmonk@yahoo.com>  
**Sent:** Monday, April 27, 2015 1:09 PM  
**To:** Council Clerk – Testimony  
**Subject:** KEEP THE RESERVOIRS OPEN !!!!!!!!!!!!!!!

RE: Case number: LU 14-249689, Washington Park Reservoir Demolition.

I beg you to leave the reservoirs as they are- OPEN and operating!!

<http://www.friendsofreservoirs.org/resources/IRP/Benefits%20of%20Deep%20Open%20Water%20Reservoirs.pdf>

## Moore-Love, Karla

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**From:** Mark Bartlett <bartlett.m@comcast.net>  
**Sent:** Monday, April 27, 2015 12:44 PM  
**To:** Moore-Love, Karla; Council Clerk – Testimony; Mark Bartlett  
**Subject:** new comments for Washington Park LUR  
**Attachments:** Washinto Park comments 4-26-15.doc

Hi Karla,

Here are some new comments for the record. Most is on property ownership, title, and state and local laws on consolidation. Questions about the integrity of the material representation made by PWB to BDS in the application and BDS accepting information they know as incorrect.

I sent the deed copies along with that property control list of parcels from 1974 earlier on 4-21.

Also questions about segregated funds, condemnation, costs of the taking, appropriateness of taking, land slides, roads, and waste lines for any "event".

Thanks,

Mark



4-26-15

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Submitted on 4-27-15

Mark Bartlett

**Moore-Love, Karla**

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**From:** maryann amann <marianders@yahoo.com>  
**Sent:** Monday, April 27, 2015 11:10 AM  
**To:** Council Clerk – Testimony  
**Subject:** Case number: LU 14-249689, Washington Park Reservoir Demolition.

Dear City Council Members,

I am appalled that you are still attempting to demolish some of Portland's beneficial and historic reservoirs.

They are not only beautiful and pleasing to our eye but provide such a low cost benefit to providing clean and safe drinking water for our city.

The studies are in! Sunlight is a natural disinfectant. Open air allows radon to de-gas - something which will build up in underground storage.

Not only that, the underground storage needs to have higher disinfection chemicals added since you are taking away the natural disinfection provided by the sunlight. You are making a huge mistake in eliminating these reservoirs from our water system.

How dare you take this away from us only to give millions of dollars to your high paid consultants. Haven't you learned yet? The new underground tanks are already cracking! The shoddy workmanship that is standard today can never replace the efforts and beauty that went into historic projects.

Our forefathers left a beautiful legacy for this city. You are trying to take it all away and give us a more expensive option that only benefits your highly paid consultants. I wonder how much of a kickback you're getting?

There is no reason for you to continue to proceed with this demolition.

**PLEASE STOP YOUR FOOLISHNESS NOW!  
NO RESERVOIR DEMOLITION!**

Sincerely,

MaryAnn Amann  
2533 NW Savier St.  
Portland, OR 97210

## Moore-Love, Karla

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**From:** Mark Wheeler <mark@rootsrealty.com>  
**Sent:** Monday, April 27, 2015 7:54 AM  
**To:** Council Clerk – Testimony  
**Subject:** LU 14-249689, Washington Park Reservoir Demolition

Orwellian Portland City Council absurdly continues to help the Water Bureau rush to foul Portland's functional water system with radon and unneeded and expensive underground storage. Hello? "Leaders," wake up!

Mark Wheeler  
Voter, Citizen

## Moore-Love, Karla

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**From:** andrea kamic <bunkamp@yahoo.com>  
**Sent:** Sunday, April 26, 2015 8:30 PM  
**To:** Council Clerk – Testimony  
**Subject:** Case number: LU 14-249689, Washington Park Reservoir Demolition

Stop trying to destroy a well functioning water system that we have already paid for and that does not require your intervention. All this does is cost us taxpayers more and more for your corporate-cozy pet projects. Since we moved to portland 8 years ago, our water rates have skyrocketed, mostly to pay to clean up the river that was polluted by previous incarnations of this same ilk. Now it's new reservoirs. This is BS and you all know it. When are you going to smarten up and make good use of your office by doing something we actually need, like getting out of the way of actual progress.



**Moore-Love, Karla**

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**From:** Ben Asher <bensediting@gmail.com>  
**Sent:** Friday, April 24, 2015 9:02 PM  
**To:** Council Clerk – Testimony  
**Subject:** Washington Park Reservoirs

To whom it may concern:

Please wait until the EPA revisits the rules about covering reservoirs before taking action (same goes for Mt. Tabor). Demolition might end up making the water supply \*less\* healthy, and lead to lawsuits about the legality of the process. At a time when Portland can't afford to fix its roads, throwing millions of tax dollars at contractors for a possibly unnecessary project makes no sense.

Thank you,  
Ben Asher  
Portland