

**HEADWATERS PROJECT
GOOD NEIGHBOR AGREEMENT
CONSTRUCTION PHASE**

Date: August 2005

1 INTRODUCTION AND BACKGROUND

- 1.1 This Good Neighbor Agreement represents the good faith wishes and intentions of the parties involved, but is not intended to be a legally binding document.
- 1.2 The following agreement was developed by and between Multnomah Neighborhood Association (“Neighbors”), Portland Development Commission (PDC), Southwest Neighborhood Association, Inc. (“SWNI”), the Office of Neighborhood Involvement Neighborhood Crime Prevention Program (“ONI Crime Prevention”), Northwest Housing Alternatives, (“NHA”), Dolph Creek, LLC and R&H Construction Company (“R&H”).
- 1.3 PDC is developing 100 rental housing units at SW 30th between SW Dolph and SW Marigold (the "Development"), NHA is developing 56 senior housing rental units (“Senior Housing”) and Dolph Creek, LLC is developing 14 for-sale townhouses, (the “Townhouses”). The entire project is referred to as “Headwaters.”
- 1.4 R&H is the General Contractor for all three phases of Headwaters.
- 1.5 Neighbors have expressed concerns about the impact of Headwaters construction on the neighborhood. This agreement was drafted to increase understanding between the Neighbors, Crime Prevention and SWNI, R&H, PDC, NHA and Dolph Creek, LLC.
- 1.6 The community partners have expressed a desire to work cooperatively to maintain the safety and livability of the community.
- 1.7 Inherent in this agreement is the assumption of certain basic rights. These include:
 - All Neighbors have a right to personal safety.
 - All Neighbors have a right to safe and quiet enjoyment of their properties.
 - PDC, Dolph Creek, LLC and NHA have the right to develop the property.
 - The right of R&H to conduct business without interruption.

2 GOALS OF THE AGREEMENT

As pertains to the development of Headwaters, the goal of this agreement is:

- 2.1 To initiate and maintain open communications and understanding between the parties and to be responsible partners to each other.

- 2.2 To maintain neighborhood safety and livability.
- 2.3 To address crime in the neighborhood directly related to the Headwaters site.
- 2.4 To develop a procedure for resolving problems.
- 2.5 To maintain an open dialogue among the Neighbors, SWNI, ONI Crime Prevention Program PDC, NHA, Dolph Creek, LLC and R&H to assist in problem solving.

Therefore, the parties have reached the following agreement.

AGREEMENT

3 ALL PARTIES AGREE TO:

- 3.1 Report crime and suspicious activity in the neighborhood to police.
- 3.2 Use direct communication to express their needs and problems, and provide early intervention on issues.
- 3.3 Provide parties of this agreement with updated contact information if there are any changes in staff or neighborhood leadership.
- 3.4 Attempt to work towards resolution of any problems in a way that is acceptable to all parties involved.

4 RH CONSTRUCTION AGREES TO:

- 4.1 Begin construction no earlier than 7:00 am.
- 4.2 Make every effort possible to instruct sub-contractors and delivery drivers to use Barbur, not SW Dolph from Capital Highway or SW 30th from Multnomah Boulevard to access construction site.
- 4.3 Develop a traffic plan and notify Neighbors in advance of extended road closures.
- 4.4 Instruct sub-contractors to communicate with workers the importance of obeying parking laws.

- 4.5 R&H will make every effort possible to keep the construction site and surrounding area free of nails and construction-related debris. R&H will monitor the immediate neighborhood for worker-generated trash, using job-site labor to pick up as necessary.
- 4.6 Discuss neighborhood concerns with workers at weekly safety meetings.
- 4.7 Report monthly to Neighbors on the resolution of concerns and provide project updates.
- 4.8 Maintain communication with the Fire Station.
- 4.9 Provide current contact information to the Neighbors.
- 4.10 Identify workers by providing them with hardhat decals and/or identifying vest
- 4.11 Provide workers with a project identification card to be placed on the dashboard of parked car.
- 4.12 Maintain and monitor security lighting in the yard, at R&H's discretion.
- 4.13 Maintain current contact information. This information will be conspicuously posted on the construction site.

5 INDIVIDUAL NEIGHBORS OF THE DEVELOPMENT WILL BE ENCOURAGED TO:

- 5.1 Not trespass on the construction site.
- 5.2 Act in a manner consistent with the goals of this agreement.
- 5.3 Operate motor vehicles safely, maintaining reasonable speed near the construction site.
- 5.4 Communicate matters of concern through the proper channels.

6 THE NEIGHBORS AGREE TO:

- 6.1 Work with R&H Construction to address any concerns.
- 6.2 Be a resource to provide insight to the issues affecting neighborhood livability.
- 6.3 Provide and distribute updated contact information to interested parties

7 COMMUNICATION PROCEDURE:

7.1 **Illegal Activity:** Any illegal activity should result in a call to the police.

7.2 **Health and Safety Issues:**

R&H, John Moody, on-site superintendent: (503) 808-9445

7.3 **Construction Nuisances and Livability Issues:** Any questions or concerns resulting from on-site construction activities should be directed to:

SWNI office: (503) 823-4592

PDC website: pdc.us/headwaters

7.4 **PDC Website:** PDC will host a website beginning on November 4, to address project scheduling, Frequently Asked Questions (FAQ's) and to take public comments, questions and concerns. PDC agrees to respond to requests for information within 24 hours.

7.5 SWNI will publicize in the SWNI Newsletter issues relating to the construction of Headwaters including reminders to parents to keep children off the site, provide numbers to call of parking issues, an updated contact list, etc.

7.6 A representative from RH Construction will be available to attend meetings organized by the MNA as needed or as invited.

Multnomah Neighborhood Association:
By: Hannah Davidson

GNA Chair
3214 SW Freeman St.
Portland, Or 97219
Phone: (503) 241-0151

Date: _____

Portland Development Commission:
By: John Warner

Sr. Development Manager
222 NW Fifth Ave.
Portland, OR 97209-3859
Phone: (503) 823-3240

Date: _____

Northwest Housing Alternatives, Inc:
By: Martha McLennan

Executive Director
2316 SE Willard Street
Milwaukie, Oregon 97222-7740
Phone: (503) 654-1007 x107

Date: _____

Dolph Creek, LLC:
By: James H. Winkler

Centennial Block
210 SW Morrison St., Ste. 600
Portland, OR 97204
Phone: (503) 225-0701

Date: _____

R&H Construction:
By: Mike Kremers

Senior Project Manager
1530 SW Taylor St.
Portland, OR 97205
Telephone: (503) 248-5518

Date: _____

Southwest Neighborhoods, Inc.:
By: Leonard Gard

Land Use Chair
7688 SW Capitol Hwy.
Portland, OR 97219
Phone: (503) 823-4592
Date: _____

Office of Neighborhood Involvement Crime Prevention Program:
By: Stephanie Reynolds

Crime Prevention Program Coordinator
City of Portland, Office of Neighborhood Involvement
7688 SW Capitol Hwy.
Portland, OR 97219
Phone: (503) 823-3131

Date: _____