



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, November 01, 2023 at 7:00 PM

EXECUTIVE SESSION OF THE CITY COMMISSION:

The Executive Session will begin after the adjournment of the City Commission Regular Meeting.

- Pursuant to ORS 192.660(2)(e): to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

REGULAR MEETING OF THE CITY COMMISSION

Ways to participate in this public meeting:

- Attend in person, location listed above*
- Register to provide electronic testimony (email recorderteam@orccity.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)*
- Email recorderteam@orccity.org (deadline to submit written testimony via email is 3:00 PM on the day of the meeting)*
- Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045*

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

[3a.](#) Proclamation for Fallen Police Officer Robert Libke and Officer George J. Hanlon

[3b.](#) Extra Mile Day Proclamation

4. CITIZEN COMMENTS

Citizens are allowed up to 3 minutes to present information relevant to the City but not listed as an item on the agenda. Prior to speaking, citizens shall complete a comment form and deliver it to the City Recorder. The City Commission does not generally engage in dialog with those making comments but may refer the issue to the City Manager. Complaints shall first be addressed at the department level prior to addressing the City Commission.

5. PRESENTATIONS

[5a.](#) Metro District 2 Update

[5b.](#) Oregon City NPDES MS4 Permit & Stormwater Management Plan

6. ADOPTION OF THE AGENDA**7. CONSENT AGENDA**

This section allows the City Commission to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may only be discussed if it is pulled from the consent agenda.

[7a.](#) Extension of Contract for Water Assistance Provisions between Clackamas County and City of Oregon City

[7b.](#) Parks and Cemetery Division Mower Replacements

[7c.](#) Municipal Court Judge Merit Pay for Performance

[7d.](#) Minutes of the July 5, 2023 City Commission Regular Meeting

[7e.](#) Minutes of the July 19, 2023 City Commission Regular Meeting

[7f.](#) Minutes of the August 2, 2023 Regular Meeting

[7g.](#) Minutes of the October 10, 2023 Work Session

8. PUBLIC HEARINGS**9. GENERAL BUSINESS**

[9a.](#) Resolution No. 23-24, Permanent Obstruction in a Public Right-of-Way at 920 7th Street

[9b.](#) Direct the Planning Division to Proceed with Zoning Amendments for the Clackamette Park RV Park

[9c.](#) Second Reading of Ordinance No. 23-1005, Revising the Oregon City Municipal Code Title 5.04 – Business Licenses

[9d.](#) Resolution No. 23-25, Revising Business License Fees

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

ORDINANCE NOTICE

If an ordinance is noticed above in this agenda, the text of the ordinance is available online with the posted agenda packet. In addition, three copies are provided for public review in the Office of the City Recorder upon request.

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the City Recorder. When the Mayor/Chair calls your name, proceed to the speaker table, and state your name and city of residence into the microphone. Each speaker is given three (3) minutes to speak. To assist in tracking your speaking time, refer to the timer on the table.

As a general practice, the City Commission does not engage in discussion with those making comments.

Electronic presentations are permitted but shall be delivered to the City Recorder 48 hours in advance of the meeting.

ADA NOTICE

The location is ADA accessible. Hearing devices may be requested from the City Recorder prior to the meeting. Individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder's Office at 503-657-0891.

Agenda Posted at City Hall, Pioneer Community Center, Library, City Website.

Video Streaming & Broadcasts: The meeting is streamed live on the Oregon City's website at www.orcity.org and available on demand following the meeting. The meeting can be viewed on Willamette Falls Television channel 28 for Oregon City area residents as a rebroadcast. Please contact WFMC at 503-650-0275 for a programming schedule.

PROCLAMATION

TO RECOGNIZE AND HONOR THE SERVICE AND SACRIFICE OF THOSE LAW ENFORCEMENT OFFICERS KILLED IN THE LINE OF DUTY WHILE PROTECTING THE OREGON CITY COMMUNITY

Whereas, Law Enforcement is an honorable, hard-working profession that diligently seeks to make our community more livable and safe; and

Whereas, there is no greater sacrifice an Officer can make for their community than to give their life; and

Whereas, the death of a Police Officer shocks the very soul of a community, our Government, and the very freedoms the Officers have sworn to protect; and

Whereas, the impact of this tragedy upon the Officer's family, friends, department and community is immeasurable; and

Whereas, our hearts and thoughts go out to the many killed in action while serving to protect our community.

Now, Therefore, I, Denyse McGriff, Mayor of the City of Oregon City, along with the City Commission, and the Citizens of Oregon City, Oregon extend heartfelt condolences to the families of the following Officers:

Reserve Police Officer, Robert Libke, lost on November 3, 2013
Police Officer, George J. Hanlon, lost on April 23, 1906

These officers have been lost but will never be forgotten. This community will be forever grateful. We ask for a moment of silence as we remember Oregon City's valuable public servants and pray for healing and hope into the future.

In Witness Whereof, I have hereunto set my hand this 1st day of November 2023.

DENYSE C. McGRIFF, Mayor

PROCLAMATION

Whereas, Oregon City, Oregon is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

Whereas, Oregon City, Oregon is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

Whereas, Oregon City, Oregon is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

Whereas, Oregon City, Oregon acknowledges the mission of the Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2023.

Now, Therefore, I, Denyse C. McGriff, Mayor of Oregon City, do hereby proclaim

November 1, 2023

as

Extra Mile Day

And encourage Oregon City citizens to take time on this day to not only “go the extra mile” in their own lives, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

In Witness Whereof, I have hereunto set my hand this 18th day of October 2023.

DENYSE C. MCGRIFF, Mayor



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 11/01/2023

SUBJECT:

Metro District 2 Update

BACKGROUND:

Councilor Christine Lewis will provide an update from Metro.



Item 5a.

Metro

District 2 Metro update

Oregon City •

Councilor Christine Lewis • 11/01/23

Garbage and recycling

- RID Patrol success
- 880 tons of garbage in the last year
- Response time down to 1 day
- ridpatrol.oregonmetro.gov



Growth management decision

Item 5a.

Ensuring enough
land for 20 years
of growth, and
supporting
economic
development

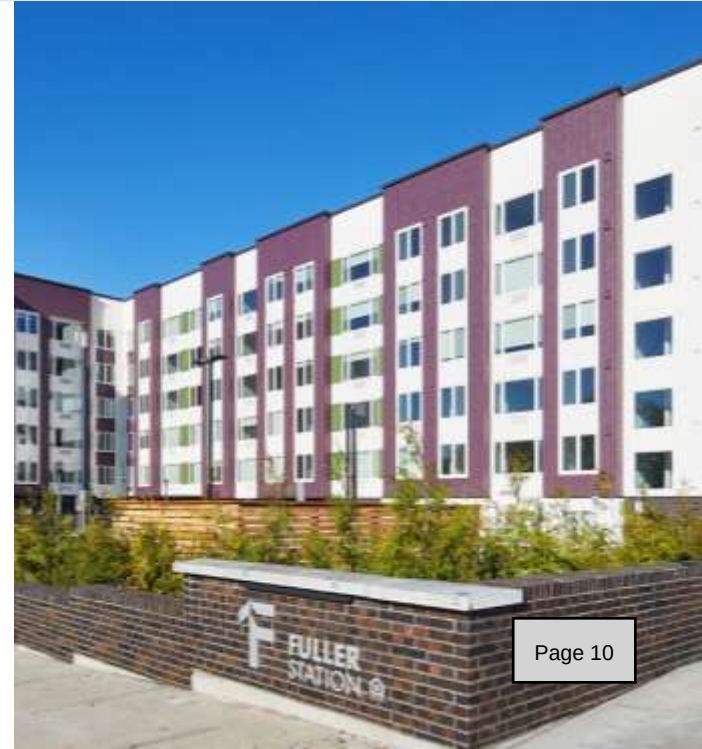


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Affordable housing



- On pace to exceed our construction goals



Project Map



Item 5a.

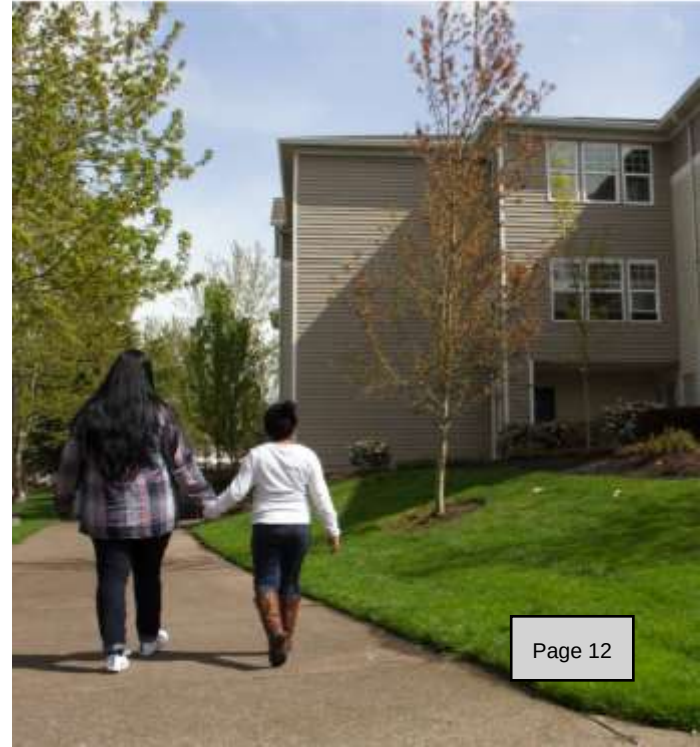


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Supportive Housing Services

Hundreds placed in housing
140 new Clackamas County
shelter beds

643 eviction preventions



Regional transportation plan

A transportation system that cuts congestion, supports clean air and improves safety across our region.



Oregon Zoo

Item 5a.

Thinking about what's next for
animal welfare, visitor accessibility
and sustainability



Expo Center

Item 5a.

Examining the
feasibility of
Expo as a facility
to host sports
competitions



Questions?

Christine Lewis

Metro Councilor, District 2

503-797-1887

christine.lewis@oregonmetro.gov



Stay in touch

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CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 11/1/2023

SUBJECT:

Oregon City NPDES MS4 Permit & Stormwater Management Plan

STAFF RECOMMENDATION:

City Commission listen to Staff's presentation regarding the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4), Phase 1 Permit education and outreach requirements.

EXECUTIVE SUMMARY:

A 15-minute presentation of Oregon City's (City) NPDES MS4 Permit & Stormwater Management Plan. This presentation defines MS4 and the state's expectation of the City regarding pollution prevention. This material is intended to demonstrate how Public Works have interpreted the permit and inform the Commission on plans to implement the permit. The goal is for Oregon City to continue maintaining regulatory compliance and improve water quality of Oregon City's surface waters.

BACKGROUND:

Staff continue to support the NPDES MS4 Permit and Total Maximum Daily Load (TMDL) implementation programs. Under the Federal Clean Water Act (CWA) and Oregon Revised Statute 468B.050, Oregon Department of Environmental Quality (DEQ) issued the City of Oregon City a renewed NPDES MS4 Phase I Discharge Permit No. 101348.

Oregon City's first NPDES MS4 Permit was issued in 1997. Subsequent permits were issued in 2004 and 2010. The 2010 permit expired in 2015 and went into administrative extension until a renewed permit was issued September 15, 2021, with an effective date of October 1, 2021. This permit is implemented through the Stormwater Management Plan (SWMP).

The SWMP program implementation requires numerous codes, ordinances policies, procedures, guidance manuals, checklists, forms, mapping, and other related

documents. Throughout the City's current SWMP, the relevant documents are noted within each program category or Best Management Practice (BMP).

Additionally, DEQ has set TMDLs for bodies of water located in the Willamette River Basin. Currently there are three parameters of concern - temperature, bacteria, and mercury. A TMDL Implementation Plan is required to address these parameters. Oregon City's SWMP serves as the implementation plan for bacteria and mercury, and our TMDL Implementation Plan addresses temperature.

Each co-permittee is required to submit an annual report to DEQ summarizing accomplishments and implementation of the individual SWMPs. TMDL Implementation Plan activities are reported in an annual TMDL Progress Report, Due Dec 31st, 2023.



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Finance Director Matt Zook

Agenda Date: 11/01/2023

SUBJECT:

Extension of contract for Water Assistance Provisions between Clackamas County and City of Oregon City.

STAFF RECOMMENDATION:

Approve the contract extension through March 31, 2024, between Clackamas County and City of Oregon City to allow assistance to be received by Oregon City for the benefit of our water and wastewater customers.

EXECUTIVE SUMMARY:

In late 2022, Clackamas County reached out to the City to participate in the Low-Income Household Water Assistance (LIHWA) Program. On December 7, 2022, the City Commission approved the City Manager to execute the agreement to participate, and the agreement was fully executed on January 1, 2023. The original program has come to its end and has an opportunity to be extended. Approximately \$51,000 of assistance has been offered to Oregon City customers under the original agreement. City staff would like to provide this extension opportunity to our water customers. Funding for this assistance comes entirely through the County to pay eligible customer outstanding water fees due to the City.

BACKGROUND:

The Low-Income Household Water Assistance (LIHWA) Program is designed to provide low-income households with assistance for their drinking water and wastewater services costs. Households who are at or below 60% state median income (SMI) are income eligible for the program. Required income documentation is like that of the Low-Income Home Energy Assistance Program (LIHEAP).

Eligible water and wastewater utilities include those that provide service to permanent residential communities. LIHWA assistance payments will be paid directly to these utilities on behalf of eligible households to reconnect services, avert disconnection of services, and pay past-due amounts and current charges. Households who pay their landlord or

management agent for water and wastewater charges are encouraged to apply, as they may still be eligible for LIHWA assistance.

Included with this Staff Report is the original agreement and the extension agreement,

OPTIONS:

1. Approve the IGA and authorize the City Manager to execute the contract.

BUDGET IMPACT:

Amount: \$0

FY(s): FY24

Funding Source(s): Entirely pass-through money from Clackamas County

AGREEMENT TO EXTEND
LOW-INCOME HOUSEHOLD WATER ASSISTANCE (LIHWA) PROGRAM

This Agreement to Extend the Low-Income Household Water Assistance (LIHWA) Program Agreement is entered into by and between the Clackamas County ("Agency"), the City of Oregon City ("Vendor"), and the Oregon Housing and Community Services Department, together with its successors and assigns ("Department") (each a "Party" and collectively the "Parties").

WHEREAS, the Parties entered into the Low-Income Household Water Assistance (LIHWA) Program Agreement ("Agreement") on 01/05/23, and

WHEREAS, the Parties desire to extend the Agreement for six months in alignment with the approval of the Department's No-Cost Extension.

THEREFORE, in exchange for the mutual promises contained herein, the Parties agree to the terms and conditions set forth below:

In accordance with Section 5(a)(vi) of the Agreement, the Parties agree to extend the terms of the originally executed Agreement through March 31, 2024.

Except as expressly modified herein, the terms and conditions of the Agreement shall remain in full force and effect and are incorporated herein.

Vendor

City of Oregon City
Name of Vendor

Signature

Print Name

Title

Date

Agency

Clackamas County
Name of Agency

Signature

Gary Schmidt
Print Name

County Administrator
Title

Date

Approved as to form

Counsel Date

CONTRACT FOR WATER ASSISTANCE PROVISIONS
BETWEEN
CLACKAMAS COUNTY
AND
CITY OF OREGON CITY

This Low-Income Housing Water Assistance (LIHWA) Program Agreement ("Agreement") is entered into by and between the Clackamas County ("Agency"), City of Oregon City ("Vendor"), and the Oregon Housing and Community Services Department, together with its successors and assigns ("Department"), (each a "Party" and collectively the "Parties") under the following terms:

1. Entire Contract

- a) This Agreement is the mechanism by which all Parties can carry out the provisions of the Low-Income Household Water Assistance (LIHWA) Program.
- b) It is understood and agreed that the entire contract between the Parties is contained in this Agreement.
- c) This Agreement supersedes all previous commitments, promises, representations either oral or written, between the Parties relating to the subject matter hereof.
- d) The person signing this Agreement on behalf of the Vendor certifies and attests that the Vendor has the power and authority to enter into and perform this Agreement, and that the signor has full and complete authority to bind the Vendor.
- e) All the words and phrases used in this Agreement shall have the meanings given herein or as used in the LIHWA Program Requirements and other related requirements unless the context clearly requires otherwise.

2. Definitions

- a) Authorization means a form that contains the Eligible Household's account number, name of person applying for LIHWA assistance, name on the account, address of Eligible Household, and amount of the LIHWA Payment to be applied to the Eligible Household's account.
- b) Commitment means the initial communication that an Eligible Household has qualified for LIHWA Payments and serves as notice of the forthcoming Authorization.
- c) Eligible Household means a household receiving services from the Vendor that has been determined, by the Agency in accordance with LIHWA eligibility guidelines, to be eligible for a LIHWA Payment.
- d) LIHWA Payment(s) includes regular and crisis payments made by the Agency to the Vendor on behalf of Eligible Households for eligible drinking water and/or wastewater service charges (including reconnection charges, fees, penalties, or reduction of current charges and fees).

3. The Agency agrees to do the following:

- a) To assign a vendor number/business code to each Vendor after the Agreement is fully executed.
- b) To obtain an Eligible Household's consent through a Release of Information in order for the Agency to initiate two-way communication with the Vendor regarding Account information (such as current amount owed, status of service, and crisis situation indicators).
- c) To effectuate LIHWA Payments to the Vendor on behalf of Eligible Households, including:
 - i. Notifying the Vendor of Commitments through an agreed-upon format (i.e., direct portal input, written, oral, etc.),
 - ii. Notifying the Eligible Household of Commitments made to Vendor,
 - iii. Pursuant to Commitment, submitting payment to the Vendor promptly and no later than 45 days after Commitment issued, and
 - iv. Prior to receipt of payment, notifying Vendor of any changes to Commitments caused by federal or state law.
- d) To issue to Vendor a single check or Automated Clearing House (ACH) payment that includes benefits for all Eligible Households. A payment register precedes the check or ACH deposit. The register includes the names of the Eligible Households, the account names and numbers, the amounts to be applied to each account, and the addresses and counties of residence of the Eligible Households.

- e) To inform the Vendor in the case an Eligible Household is in crisis or life-threatening situation and speaking to the Vendor on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to such a discussion.

4. The Vendor agrees to do the following:

- a) To refer its customers to the Agency for assistance.
- b) To charge all Eligible Households using the Vendor's normal billing process.
- c) To charge all Eligible Households the price normally charged for drinking water and/or wastewater services supplied to non-eligible households, except for other billing assistance and/or discount programs.
- d) Not to exclude or discriminate against any Eligible Households with respect to cost of services, terms, deferred payment plans, credit, conditions of sale, or discounts and programs offered to non-eligible households.
- e) Not to treat any Eligible Households adversely because of receipt of LIHWA assistance.
- f) To continue to apply the regular drinking water and/or wastewater service charges and credits of payments in regular fashion, even in consideration of a Commitment or LIHWA Payment.
- g) To process all LIHWA Payments, on behalf of Eligible Households from the Agency, including:
 - i. Applying a credit notation to the Eligible Household's account as soon as the Vendor receives a LIHWA Authorization from the Agency.
 - 1. This credit can only be applied to water and wastewater related charges and fees.
 - 2. This credit cannot be applied to charges and fees including but not limited to police, streetlights, and garbage service.
 - ii. Applying and itemizing LIHWA Payments for all Eligible Households identified in the LIHWA Payment Register as directed by the Agency.
 - iii. Posting all payments to Eligible Household accounts promptly after being received, no later than the next billing cycle.
 - iv. If a LIHWA Payment cannot be credited to the Eligible Household's account, processing a refund, according to the Oregon LIHWA Vendor Refund Policies, directly to the Eligible Household within thirty (30) days.
- h) To discuss the Eligible Household's crisis or life-threatening situation with the Agency, speaking on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to the discussion.
- i) To cooperate with the Agency, once informed of the crisis or life-threatening situation and in receipt of a Commitment, to resolve the Eligible Household's situation related to drinking water and/or wastewater services with urgency.
- j) To comply with Oregon LIHWA Vendor Refund Policies, as described below in this Agreement.
- k) To maintain an accounting system and supporting fiscal records that represent the amounts and billing of drinking water and/or wastewater services provided to Eligible Households.
- l) To fully cooperate with the Department's and Agency's monitoring practices, including but not limited to providing requested documentation for Federal representatives or Oregon Secretary of State representatives within set time frames, as well as communicating with Department or Agency staff.
- m) To provide at no cost to the Department, Eligible Household, or Agency, written information on an Eligible Household's drinking water and/or wastewater services costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods, even when it may be from a prior occupant household.
- n) To provide at no cost to the Department or Agency, or an authorized agent to the Department or Agency, for the purposes of research, evaluation, and analysis, information on household drinking water and/or wastewater services costs and usage for Eligible Households.
- o) **Program Requirements:** Vendor agrees to timely satisfy all requirements of this Agreement, including all LIHWA Regulations or other forms of LIHWA federal guidance, as applicable, and all other applicable federal, state, and local statutes, rules, regulations, ordinances, and orders (all of the foregoing, as amended from time to time, collectively, the "Program Requirements") to the satisfaction of Department or Agency.

5. Termination

- a) This Agreement shall terminate upon the earliest to occur of the following events:

- i. A change in the requirements of applicable Federal or State regulations for LIHWA administration,
 - ii. A change in the state plan for administering LIHWA that affects the terms and conditions of this Agreement,
 - iii. Thirty (30) days' written notice of termination by any Party,
 - iv. Mutual consent of all Parties,
 - v. Any license or certificate required by law or regulation to be held by the Vendor to provide services outlined in this Agreement is denied, revoked, or not renewed, or
 - vi. The end of the LIHWA program year, which begins on January 1, 2022 and ends on September 30, 2023.
- b) This Agreement will terminate effective immediately upon determination by the Department that the Vendor is not in compliance with the terms of this Agreement, including the Program Requirements. The Vendor will be notified within ten (10) days of termination.
 - c) Termination by any Party shall not discharge any obligations owed by any Party to another or to an Eligible Household or any liability, which has accrued prior to termination.
 - d) The rights and remedies of any Party provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

6. Miscellaneous

- a) **Subcontracts:** The Vendor shall not enter into any subcontracts, beyond those already in place for normal and current billing operations, for any of the services provided under this Agreement without obtaining prior consent from the Department or Agency. The Vendor shall also provide the subcontract agreement(s) with this Vendor Agreement (see Attachment A).
- b) **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument between the Parties.
- c) **Execution and Counterparts:** This Agreement may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- d) **Severability:** If any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.
- e) **Assignment:** The Vendor shall not assign or transfer its interest in this Assignment without the express written consent of the Department and Agency.
- f) **Waiver:** The failure by any Party to enforce any provision of this Agreement shall not constitute a waiver by another Party of that or any other provision.
- g) **Independent Contractors/Workers' Compensation Coverage:** Vendor and Agency are independent contractors under this Agreement and both covenant, warrant, and affirm that neither they nor any of their agents, representatives or employees are an officer, employee, or agent of the other party. Vendor and Agency further covenant, warrant and affirm that they shall provide Workers' Compensation insurance for their prospective employees and require such by their subcontractors.
- h) **Indemnity:** Subject to any applicable limitations in the Oregon Constitution and the Oregon Tort Claims Act, each Party (the "Indemnifying Party") shall save, defend (consistent with ORS chapter 180), indemnify and hold harmless the other Party, the Department and each of their officers, agents, employees and members (the "Indemnified Parties") from all claims, suits or actions of whatsoever nature (collectively, "Claims") to the extent resulting from or arising out of the negligent or wrongful acts or omissions of the Indemnifying Party or its subcontractors, agents, or employees in its performance or non-performance of its obligations under this Agreement unless such Claims primarily result from the Indemnified Party or Parties' negligence, gross negligence or willful misconduct. In no event shall either Party be liable to the other for Claims in an amount more than \$50,000 per event.
- i) **Successors in Interest:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assigns, if any.
- j) **Force Majeure:** A Party shall not be held responsible for delay or default as a result of an event or action beyond its reasonable control, including without limitation, fire, riots, acts of God or war.
- k) **Governing Law:** This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
- l) **Merger:** This Agreement constitutes the entire Agreement between the Parties. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties.

- m) **Mediation:** In the case the Parties become involved in a dispute regarding any part of this Agreement, the Parties shall submit to mediation prior to the commencement of litigation to enforce this Agreement. The mediator shall be an individual mutually acceptable to all Parties. Each Party shall pay its own cost for the time and effort involved in mediation and agrees to split equally the cost of the mediator. All Parties agree to exercise best efforts and act in good faith to resolve all disputes.
- n) **Eligible Household Information Confidentiality:** Due to the obligations outlined in this Agreement, all Parties will have access to Confidential Information of Eligible Households, including but not limited to household member names, social security numbers, addresses, account numbers, account payments and balances, and income information. All Parties shall use appropriate safeguards to prevent the disclosure of Confidential Information to unauthorized third parties (which excludes, for example, compliance with applicable Public Records Laws or as required by an official court order), and shall prevent employees, agents or subcontractors from accessing, copying, disclosing or using any such Confidential Information.
- o) **Red Flag Rules:** All Parties agree to establish, maintain, and abide by reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft related to Eligible Households through the administration of LIHWA.
- p) **Funds Available and Authorized:** The Vendor understands and agrees that payment of amounts under this Agreement is contingent on the Department receiving appropriations or other expenditure authority sufficient to allow the Department and Agency to continue to make payments under this Agreement.
- q) **Effective Date and Duration:** This Agreement shall be effective upon execution by all Parties and shall remain in effect until terminated as described in the "Termination" section herein.
- r) **Further Acts:** Vendor will do, make, execute, and deliver all such further acts or writings as Department or Agency may require to protect the Department or Agency's rights under this Agreement.
- s) **False Claims Act:** The Parties acknowledge the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) a Party that pertains to this Agreement or LIHWA Payments for Eligible Households. The Parties certify that no claim is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Each Party further acknowledge, in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the date(s) written below.

VENDOR:

By: Anthony J Konkol III Date: 12.7.22
 Print: Matt Zook Anthony J Konkol III
 Title: Finance Director City Manager
 Vendor Name: City of Oregon City

AGENCY:

By: Tootie Smith Date: 01/05/2023
 Print: Tootie Smith
 Title: Chair, Clackamas County Board of Commissioners
 Agency Name: Clackamas County

Oregon's Low-Income Household Water Assistance (LIHWA) Program Vendor Refund Policy

1. Credit Balances – Unless there is an event otherwise noted in this Refund Policy, all LIHWA Payments that create a credit balance remain on the Eligible Household's account until exhausted.
2. Ineligible Credit Balances - In the event that a LIHWA Payment cannot be applied to the Eligible Household's account, the remaining balance shall be returned to the Eligible Household within thirty (30) days after the Vendor receives the LIHWA Payment.
3. Deposits – All deposits and accrued interest become the property of the Eligible Household and shall be returned to the Eligible Household at the time specified in the deposit agreement in a manner consistent with applicable administrative rules, approved tariffs and other law.
4. Voluntary Closure and Moves - If the Eligible Household voluntarily closes the account that received a LIHWA Payment or moves to another service address that the Vendor does not represent, any credit balances resulting from a LIHWA Payment shall be refunded to the Eligible Household. If the Eligible Household moves to another service address by which the Vendor does represent, any credit balances resulting from a LIHWA Payment shall be transferred to the new address.
5. Inability to Locate Eligible Household – In the event that the Vendor is unable to locate the Eligible Household within one (1) year after service has been discontinued for any reason, any unused portion of a LIHWA Payment shall be returned to the Oregon Department of State Lands as unclaimed property.
6. Deceased Eligible Household – In the event a LIHWA Payment remains on the Eligible Household's account and the account is closed, the Vendor shall return the LIHWA Payment credit balance to the Department no later than the end of the program year. The Vendor shall submit a check to the Department with the notation of number six of this Refund Policy.
7. Return Address for Refunds to the State of Oregon – Mail refunds to:

OREGON HOUSING AND COMMUNITY SERVICES, ENERGY SERVICES SECTION
 ATTN: LIHWA PROGRAM REFUND
 725 SUMMER ST NE, SUITE B
 SALEM, OR 97301

Refunds must include the following information: Eligible Household name, Eligible Household address, Name of Agency that provided LIHWA Payment to Eligible Household, Date of LIHWA Payment to Vendor, Reason for the return.

8. Incorrect Payments – All Agencies and Vendors are required to review the LIHWA Payments register for accuracy. In the event an Agency makes a payment in error, the Agency must correct the error within thirty (30) days of the error's discovery and the Agency is responsible for any applicable late charges, interest, or other penalties that cannot be waived in good faith. LIHWA Payments made in error must be corrected by the Agency and will be refunded from subsequent LIHWA Payments made to the Vendor. In the event the Vendor credits an account in error due to causes other than Agency error or otherwise misappropriates LIHWA Payments, the Vendor must correct the error within thirty (30) days of the error's discovery and is responsible for any applicable late charges, interest, or other penalties that cannot be waived in good faith.

Drinking Water and/or Wastewater Utility Vendor Information

Vendor Name		
City of Oregon City		
Primary Contact Name	Primary Contact Phone	Customer Service Phone
Matt Zook	503-496-1525	
Primary Contact Mailing Address	Primary Contact Fax	Primary Contact Email
625 Center Street Oregon City, OR 97045		
Payment Contact Name	Payment Contact Phone	
Marce Berreth	503-496-1521	
Payment Contact Mailing Address	Payment Contact Fax	Payment Contact Email

Legal Name (For tax purposes)			
Oregon City, City of			
Taxpayer Identification Number (TIN)			
Type of TIN			
☒	Employer ID Number (FEIN)		Social Security Number (SSN)
	Individual Taxpayer ID Number (ITIN)		
Type of Entity			
	Individual/Sole Proprietor		Limited Liability Company
	Corporation	☒	Government Entity

Counties served (Please check all that apply)							
☐	Baker	☐	Douglas	☐	Lake	☐	Tillamook
☐	Benton	☐	Gilliam	☐	Lane	☐	Umatilla
☐	Clackamas	☐	Grant	☐	Lincoln	☐	Union
☐	Clatsop	☐	Harney	☐	Malheur	☐	Wallowa
☐	Columbia	☐	Hood River	☐	Marion	☐	Wasco
☐	Coos	☐	Jackson	☐	Morrow	☐	Washington
☐	Crook	☐	Jefferson	☐	Multnomah	☐	Wheeler
☐	Curry	☐	Josephine	☐	Polk	☐	Yamhill
☐	Deschutes	☐	Klamath	☐	Sherman		

Tribes served (Please check all that apply)			
☐	Burns Paiute	☐	Confederated Tribes of Warm Springs
☐	Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians	☐	Cow Creek Band of Umpqua Indians
☐	Confederated Tribes of Grand Ronde	☐	Coquille Indian Tribe
☐	Confederated Tribes of Siletz	☐	Klamath Tribes
☐	Confederated Tribes of Umatilla Reservation		



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission **Agenda Date:** November 1, 2023
From: Assistant Parks and Recreation Director Denise Toyooka

SUBJECT:

Parks and Cemetery Division Mower Replacements

STAFF RECOMMENDATION:

Staff recommends that the City Commission authorize the purchase of two 2023 Toro Groundmaster 3200 24HP AWD (60" deck) and a 2023 Toro Groundmaster 3200 24HP AWD (72" deck)

EXECUTIVE SUMMARY:

The Parks and Cemetery Division is utilizing its Fleet Replacement Fund for the purchase of two 2023 Toro Groundmaster 3200 24HP AWD (60" deck) and a 2023 Toro Groundmaster 3200 24HP AWD (72" deck). These new mowers will be replacing #785 Cemetery Mower 2011 Toro 328 Diesel with 62" mower deck at 12 years old, #786 Cemetery Mower 2012 Toro 328 Diesel with 62" mower deck at 11 years old, and #878 Parks Mower 2012 Toro 328 Diesel with 72" mower deck at 11 years old, each of which has reached the end of its service life and is up for replacement.

BACKGROUND:

Oregon City Fleet purchases are managed through our Fleet Replacement Fund. Every year, each Parks and Cemetery Division budgets a predetermined amount for deposit into the Fleet Replacement Account to ensure adequate funding is available when new or replacement equipment/vehicles are scheduled for purchase.

The purchase price of the two (2) Toro Groundmaster 3200 60" decks and the Groundmaster 3200 72" deck is \$83,974.72 and was a previously authorized expenditure within the FY 2022-23 biennial budget. Orders were back ordered until this last month. The three mowers were made available to the City of Oregon City for purchase. The Parks and Cemetery Divisions will utilize these mowers. Funding for these mowers is being provided by the planned and budgeted replacement funding for Fleet Replacement for two 2023 Toro Groundmaster 3200 24HP AWD (60" deck) and a 2023 Toro Groundmaster 3200 24HP AWD (72" deck). These new mowers will be

replacing the #785 Cemetery Mower 2011 Toro 328 Diesel with 62' mower deck at 12 years old, #786 Cemetery Mower 2012 Toro 328 Diesel with 62' mower deck at 11 years old, and #878 Parks Mower 2012 Toro 328 Diesel with 72' mower deck at 11 years old, each of which has reached the end of its service life and is up for replacement. The trade-in value of all three mowers is included in the pricing.

The Parks Division, in conjunction with the Public Works Fleet Division, will be contracting with Turf Star Western, under the Sourcewell Purchasing Agreement #031121-TCC, for the purchase of the two 2023 Toro Groundmaster 3200 24HP AWD (60" deck) and a 2023 Toro Groundmaster 3200 24HP AWD (72" deck). Attached is the sales quote, a brochure of the mowers, and the Sourcewell Documentation.

There is adequate funding within the Fleet Replacement Fund to allow the Parks and Cemetery Division to support and fund these new assets.

OPTIONS:

1. Authorize the City Manager to proceed with the purchase of the replacement mowers.
2. Authorize the City Manager to proceed with the purchase with specific modifications.
3. Deny the purchase request. If the Commission chooses to deny the request, please provide staff direction on how to proceed.

BUDGET IMPACT:

Amount: \$83,974.72

FY(s): 2023-2024

Funding Source(s): Parks and Cemetery Division Fleet Replacement Fund

Certified Participating Agency

As a certified user, you can purchase from Sourcewell's competitively solicited contracts. You will save time and money by using these corporate-level contracts to purchase the products and services you want—often through your local dealer.

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Sourcewell.

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to help you every step of the way.
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sourcewell-mn.gov

service@sourcewell-mn.gov

877-585-9706

City of Oregon City

Account # 2371

A handwritten signature in black ink, appearing to read "Chad Coauette", is written over a horizontal line.

Dr. Chad Coauette, PhD, Executive Director/CEO



Date: October 10, 2023

Quotation for City of Oregon City

Quote No:8082074-00

Prepared For: Dan Hepler

Quote No: 8082074-00

City of Oregon City

iQuote No: 143498

PO Box 3040

Sales Person: Aaron Semm

122 South Center

aaron.semm@turfstar.com

Oregon City, OR 97045

(971) 291-9959

*This quote is priced on Sourcwell using Toro contract number 031121-TTC***Summary**

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
#881 010-Groundsmaster 3200 24HP AWD	1	\$28,451.24	\$28,451.24	\$0.00	\$28,451.24
#787 020-Groundsmaster 3200 24HP AWD	1	\$28,451.24	\$28,451.24	\$0.00	\$28,451.24
#788 030-Groundsmaster 3200 24HP AWD	1	\$27,072.24	\$27,072.24	\$0.00	\$27,072.24
Totals:			\$83,974.72	\$0.00	\$83,974.72



Date: October 10, 2023

Quotation for City of Oregon City

Quote No:8082074-00

Configuration Product Details
010-Groundsmaster 3200 24HP AWD

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
31901	Groundsmaster 3200 24HP AWD	1	\$22,232.34	\$22,232.34	\$0.00	\$22,232.34
31971	60in Rear Discharge Deck GM3200/33xx	1	\$4,308.72	\$4,308.72	\$0.00	\$4,308.72
110-4703-03	BLADE-ROTARY, ATOMIC (20 .5)	3	\$30.90	\$92.70	\$0.00	\$92.70
31982	Seat Asm Air Ride Susp	1	\$1,230.84	\$1,230.84	\$0.00	\$1,230.84
30671	Universal Sunshade Red	1	\$805.74	\$805.74	\$0.00	\$805.74
117-0095	SEAT COVER W/ARM REST - Z MASTERS	1	\$47.57	\$47.57	\$0.00	\$47.57
114-4096	WEIGHT	1	\$125.33	\$125.33	\$0.00	\$125.33
FSD1	Setup	1	\$554.00	\$554.00	\$0.00	\$554.00
FSD2	Delivery	1	\$554.00	\$554.00	\$0.00	\$554.00
TRADE-IN	Trade-In Allowance	-1	\$1,500.00	(\$1,500.00)	\$0.00	(\$1,500.00)
Totals:						\$28,451.24



Date: October 10, 2023

Quotation for City of Oregon City

Quote No:8082074-00

Configuration Product Details
020-Groundsmaster 3200 24HP AWD

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
31901	Groundsmaster 3200 24HP AWD	1	\$22,232.34	\$22,232.34	\$0.00	\$22,232.34
31971	60in Rear Discharge Deck GM3200/33xx	1	\$4,308.72	\$4,308.72	\$0.00	\$4,308.72
110-4703-03	BLADE-ROTARY, ATOMIC (20 .5)	3	\$30.90	\$92.70	\$0.00	\$92.70
31982	Seat Asm Air Ride Susp	1	\$1,230.84	\$1,230.84	\$0.00	\$1,230.84
30671	Universal Sunshade Red	1	\$805.74	\$805.74	\$0.00	\$805.74
117-0095	SEAT COVER W/ARM REST - Z MASTERS	1	\$47.57	\$47.57	\$0.00	\$47.57
114-4096	WEIGHT	1	\$125.33	\$125.33	\$0.00	\$125.33
FSD1	Setup	1	\$554.00	\$554.00	\$0.00	\$554.00
FSD2	Delivery	1	\$554.00	\$554.00	\$0.00	\$554.00
TRADE-IN	Trade-In Allowance	-1	\$1,500.00	(\$1,500.00)	\$0.00	(\$1,500.00)
Totals:						\$28,451.24



Date: October 10, 2023

Quotation for City of Oregon City

Quote No:8082074-00

Configuration Product Details
030-Groundsmaster 3200 24HP AWD

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
31901	Groundsmaster 3200 24HP AWD	1	\$22,232.34	\$22,232.34	\$0.00	\$22,232.34
31973	72in Rear Discharge Deck GM32/33xx	1	\$4,425.72	\$4,425.72	\$0.00	\$4,425.72
110-0624-03	BLADE-ROTARY, ATOMIC .5)	3	\$30.90	\$92.70	\$0.00	\$92.70
31982	Seat Asm Air Ride Susp	1	\$1,230.84	\$1,230.84	\$0.00	\$1,230.84
30671	Universal Sunshade Red	1	\$805.74	\$805.74	\$0.00	\$805.74
117-0095	SEAT COVER W/ARM REST - Z MASTERS	1	\$47.57	\$47.57	\$0.00	\$47.57
114-4096	WEIGHT	1	\$125.33	\$125.33	\$0.00	\$125.33
FSD1	Setup	1	\$556.00	\$556.00	\$0.00	\$556.00
FSD2	Delivery	1	\$556.00	\$556.00	\$0.00	\$556.00
TRADE-IN	Trade-In Allowance	-1	\$2,500.00	(\$2,500.00)	\$0.00	(\$2,500.00)
TRADE-IN	Trade-In Allowance	-1	\$500.00	(\$500.00)	\$0.00	(\$500.00)
Totals:						\$27,072.24



Date: October 10, 2023

Quotation for City of Oregon City

Quote No:8082074-00

Standard Terms and Conditions

Prices including all finance options are subject to change based on Turf Star Western's receipt of product and estimated shipments. Currently, product availability is a minimum of 6-18 months. Your Final Price will be determined at time of shipment. Delivery is FOB point of origin unless otherwise stated.

Office Locations**Northern California:**

3928 N.Blattela Lane
Fresno, CA 93727
Fax: (559) 277-7123

2438 Radley Court
Hayward, CA 94545
Fax: (510) 785-3576

11373 Sunrise Gold Circle
Rancho Cordova, CA 95742
Fax: (800) 241-1997

Southern California:

79-253 Country Club Drive
Bermuda Dunes, CA 92203
Fax: (760) 345-4297

955 Beacon Street
Brea, CA 92821
Fax: (800) 775-8873

2110 La Mirada Ste 100
Vista, CA 92083
Fax: (760) 734-4285

Pacific Northwest:

1750 Industrial Dr.NE
Salem, OR 97301
Ph: (503) 691-0250

5869 South 194th
Kent, WA 98032
Fax: (253) 872-6942

2824 East Garland
Spokane, WA 99207
Fax: (509) 483-7563

**WARNING:**

Cancer and Reproductive Harm-<http://www.P65Warnings.ca.gov>
For more information, please visit <http://www.ttcoCAProp65.com>

CALIFORNIA SPARK ARRESTER WARNING

Operation of this equipment in the State of California may create sparks that can start fires around dry vegetation. A spark arrestor may be required. The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements.



Groundsmaster® 3200/3300

OUT-FRONT ROTARY MOWERS

FEATURES

Power & Durability

- Powerful 24.7 HP (18.4 kW) or 37.4 HP (27.9 kW) Yanmar® EPA Tier 4/Stage V diesel engines
- Rugged 7-gauge high-strength steel rotary decks Available 60" (152 cm) or 72" (183 cm) width of cut. Side and rear discharge options.

Performance

- CrossTrax® all-wheel drive provides superior traction
- 7.8" (19.8 cm) ground clearance for exceptional maneuverability

Productivity

- Innovative tilt-up deck for easy cleaning and maintenance
- Up to 15 mph (24 km/h) ground speed
- 1"-6" (25-152 mm) height of cut with a simple pin adjustment
- Comfortable operator platform
- Easy to access maintenance points

Versatility

- Rotary and Fine Cut Flail mowing decks available
- Year-round versatility with a variety of multi-season attachments
- Cab option helps keep operators comfortable and productive all season long

A Revolution in Out-Front Rotaries.

Toro has been creating world-class out front rotary mowers for over 45 years.

We are continuing this legacy with the new Groundsmaster 3200/3300.

The Groundsmaster 3200/3300 delivers unparalleled productivity. Featuring a powerful 37.4 HP (27.9 kW) or 24.7 HP (18.4 kW) engine, CrossTrax® all-wheel drive and legendary Groundsmaster decks, the Groundsmaster 3200/3300 makes quick work in even the toughest terrain while delivering an exceptional quality of cut. From the fully-adjustable suspension seat and steering column, the fingertip engine controls and optional all-season cab, this new mower is designed for all-day comfort. Routine maintenance is also easy with the Groundsmaster 3200/3300. The innovative Tilt-Up Deck design making blade maintenance and deck cleaning simple. Additionally, all engine maintenance points are easily accessible to help ensure your Groundsmaster runs smoothly and reliably for years. Productivity, comfort, reliability. That's the all-new Groundsmaster 3200/3300.

toro.com/outfront



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*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. All trademarks are property of their respective owners.

Call your Toro distributor at 800-803-8674

	GROUNDMASTER 3200 2WD, MODEL 31900	GROUNDMASTER 3200 AWD, MODEL 31901	GROUNDMASTER 3300 AWD, MODEL 31902	GROUNDMASTER 3310 AWD CAB, MODEL 31903
ENGINE	Yanmar®, 3 Cylinder, liquid cooled diesel, Power: 24.7 HP (18.4kW) @ 3000 rpm, Torque peak: 50.9 ft.-lbs. (69 Nm) @ 2100 rpm. Displacement 1267cc. High Idle: 3230 rpm (no load). Remote mounted Donaldson air cleaner. Fuel filter water separator. EPA Tier 4 / Stage V compliant		Yanmar, 3 Cylinder, liquid cooled diesel, Power: 37.4 HP (27.9kW) @ 3000 rpm, Torque peak: 80.4 ft.-lbs. (109 Nm) @ 1950 rpm. Displacement 1642. High Idle: 3150 rpm (no load). Remote mounted Donaldson air cleaner. Fuel filter water separator. EPA Tier 4 / Stage V compliant	
RADIATOR	Rear mount, cross flow, 8.5 fins per 1" (25 mm), 7 quart (6.6 liter) capacity		Rear mount, cross flow, 8.5 fins per 1" (25 mm), 8 quart (7.6 liter) capacity	
FUEL CAPACITY	12 gallon (45 L)			
TRACTION DRIVE	2WD Parallel hydraulic traction system. Parallel hydraulic flow between the front wheel motors powered by hydrostatic pump	Patented CrossTrax® AWD. Series parallel hydraulic traction system w/full time, bi-directional 4-wheel drive. Parallel hydraulic flow between front and rear wheels.		
GROUND SPEED	Up to 12.5 MPH (20 km/h)		Up to 15 MPH (24 km/h)	
MAIN FRAME	All welded tubular and formed steel			
IMPLEMENT DRIVE	Engine mounted 350 ft. lb. (475 Nm) rated electro-magnetic PTO clutch drives 2" (5 cm) telescoping shaft. Rotary deck connection allows for tip-up service position without disconnection of PTO.			
IMPLEMENT LIFT	Twin 2.5" (6.4 cm) bore, 1.25" (3.2 cm) rod hydraulic cylinders operate lift arms. Hydraulic counterbalance for optimum traction and stability.			
TIRES	Front: 23 x 10.5 - 12 4-ply, Rear: 16 x 6.5 - 8, 4-ply	Front: 23 x 10.5 - 12 4-ply, Rear: 18 x 9.5 - 8, 4-ply	Front: 24 x 12 - 12, 4-ply, Rear: 18 x 9.5 - 8, 4-ply	
BRAKES	Dynamic braking through hydrostat and foot pedal. Parking Brake: Hand-actuated drum type on front left and right traction wheels			
SEAT	Deluxe Bolstered Seat (model 31980), Mechanical Suspension Seat (Model 31981), Air Ride Suspension Seat (Model 31982)			
STEERING	Hydraulic Power Steering. Tilt steering wheel released and locked by a foot actuated lever			
OPERATOR AREA	Operator step, beverage holder, control arm, retractable seat belt, standard			
INSTRUMENTATION	InfoCenter™: Onboard LCD display shows gauges, alerts/faults, service reminders, electrical system diagnostics. Indicates coolant temps, oil pressure, alternator voltage, engine hours, (37.4 HP models, engine RPM).			
CONTROLS	Foot-operated pedal for forward and reverse. Manually adjustable forward speed limiter. Control arm includes hand-operated throttle, PTO switch, deck/implement lift lower switch, ignition switch, (24.7 HP models, glow plug switch)			
ELECTRICAL	12V maintenance-free battery with 540 cold cranking amps at 0 degrees F (-18 degrees C). 80 minute reserve capacity at 80 degrees F (27 degrees C). 40-amp alternator on 24.7 HP models, 55-amp alternator on 37.4 HP models. Seat, PTO, lift/lower, traction and parking brake interlock switches. Easy access to fuse panel.			
GROUND CLEARANCE	8.3" (21 cm) traction unit only			
LENGTH	107" (271.7 cm)			
WIDTH	52" (132 cm)		53.1" (134.8 cm)	
HEIGHT	79" (200.6 cm) with ROPS up			89" (226 cm)
WHEELBASE	51.5" (130.8 cm)			
WEIGHT	1,751 lbs. (794 kg)		1,886 lbs. (855 kg)	2,486 lbs. (1128 kg)
SAFETY CAB	Optional ROPS certified cab with heat only. Tempered curved windshield, tinted side and rear glass (50% tint); front wiper/washer; interior mirror and exterior side mirrors; SMV sign; road light kit and work light kit sold separately. All glass windows meets ANSI Z-26.1999 and ECE R43			Factory installed, ROPS certified cab with AC and heat. Tempered curved windshield, tinted side and rear glass (50% tint); front wiper/washer; interior mirror and exterior side mirrors; SMV sign; road light kit and work light kit sold separately. All glass windows meets ANSI Z-26.1999 and ECE R43
WARRANTY	Two-year limited warranty. Refer to operators manual for further information.			
ACCESSORIES	LED work light kit, LED road light kit, beacon, recycler kits, slope sensor kit, optional cab (heat only)			

	CUTTING DECKS (SOLD SEPARATELY)			
CUTTING DECK CONFIGURATIONS	60" (152 CM) SIDE DISCHARGE DECK, MODEL 31970	72" (183 CM) SIDE DISCHARGE DECK, MODEL 31972	60" (152 CM) REAR DISCHARGE DECK, MODEL 31971	72" (183 CM) REAR DISCHARGE DECK, MODEL 31973
CONSTRUCTION	7-gauge (4.5 mm) high-strength steel, 5.5" (14 cm) deep; welded deck with grass discharged on the right side. A 5/16" (8 mm) thick rubber discharge chute covers the discharge opening to limit the throw distance of clippings. Adjustable baffle.		7-gauge (4.5 mm) high-strength steel, 5.5" (14 cm) deep; welded deck with a rear rubber flap to direct clippings down through the rear of the machine	
SERVICE POSITION	Cutting deck can tip up to the service position from the transport position to conduct routine maintenance quickly. Driveshaft stays connected during tip up.			
HEIGHT OF CUT	1"-6" (25 - 152 mm) adjustable in 0.25" (6 mm) increments.			
MOWING RATE**	Up to 4.2 acres (1.7 hectares) per hour	Up to 5 acres (2.1 hectares) per hour	Up to 4.2 acres (1.7 hectares) per hour	Up to 5 acres (2.1 hectares) per hour
SPINDLE ASSEMBLY	Ductile cast iron 9" (23 cm) diameter conical spindle housing; Dual greaseable tapered roller bearings; Spindle shaft is 1.25" (3.2 cm) diameter, solid cold finished steel, splined connection between spindle shaft and pulley; Welded blade retainer plus anti-scalp cups.			
CUTTER DRIVE	Solid mounted, splined PTO-driven gearbox transfers power to three separate spindles via one "B" section belt.			
BLADES	Three 0.25" (6 mm) thick, 2.5" (63 mm) wide, heat-treated steel blades.			
BLADE TIP SPEED (3000 RPM)	17,500		16,000	
DECK SUSPENSION	Independent, 2" (5 cm) square tubing, lift/push arms each attached to separate castor arms.			
BELT IDLER	Spring-loaded (torsion) idler			
DECK SKID	Replaceable, bolt-on, non-marking UHMW skid on both sides for rear discharge decks and on left side only for side discharge decks. Interchangeable left to right.			
ANTI SCALP	Anti-scalp cup located on each blade spindle. Additional anti-scalp gauge wheels.			
DECK COVERS	Quick-release type latches			
LIFT ARMS	Independent lift arms and hydraulic weight transfer provide deck flotation.			
SHIPPING WEIGHT	450 lbs. (204 kg)	510 lbs. (231 kg)	460 lbs. (208 kg)	512 lbs. (232 kg)
OPTIONAL ACCESSORIES	Recycler kits, blade options (low sail, medium sail, high sail, atomic), blowout baffle, roller striper		Recycler kits, blade options (low sail, medium sail, high sail, atomic)	

	OPTIONAL ATTACHMENTS	
	CAB	ROTARY BROOM
UNIVERSAL SUNSHADE	Heat only cab that fits ROPS models.	Universal sunshade, red or white
ROTARY BROOM	60" (152 cm) clearing width, from M-8®.	
SNOWTHROWER	53" (134 cm) clearing width, from Erskine®.	
SNOW BLADE	60" (152 cm) straight blade, from BOSS®.	

	60" (152 CM) F60 FLAIL CUTTING DECK, MODEL 02835	
	FRAME CONSTRUCTION	ROTOR CONSTRUCTION
FRAME CONSTRUCTION	Welded, high strength steel frame	4" (100 mm) diameter, dynamically balanced flail rotor. Greaseable tapered roller bearings mounted in rigid mounted bearing housings. Rotor can be removed from frame without prior removal of bearings and bearing housings.
HEIGHT OF CUT	0.75" - 4" (20-100 mm)	
MOWING RATE**	Up to 4.2 acres (1.7 hectares) per hour	
BLADES	32x TEMPEST™ paddle-style flail blades	
BELT IDLER	Mechanical adjustable idler. Locked with M20 bolt.	
DECK SKID	Replaceable, bolt-on steel skid	
CASTOR WHEELS	8 x 3.5-4 4-Ply, pneumatic, sealed ball bearings.	
LIFT ARMS	Independent lift arms and hydraulic weight transfer provide deck flotation. Supplied complete with the flail.	
SHIPPING WEIGHT	564 lbs. (256 kg)	
OPTIONAL ACCESSORIES	Fine Cut Baffle Kit, Mulching Bar, Back to Back Flail Blades, Replacement Blade Kits, choice of 2x blades or 16x blades (2x per flail required)	



*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.

**Assumes 7 mph (11.3 km/h) mow speed, no overlap and 100% efficiency.

**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Toro Company, 8111 Lyndale Avenue South, Bloomington, MN 55420 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended for the duration of Vendor's written warranty for such item. Other than the warranties in this paragraph and Vendor's express written warranty for its product, Vendor expressly disclaims all other warranties, express or implied. Vendor agrees to work with its dealers and distributors to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including injury or death to persons or property and attorneys' fees, alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and operating instructions.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. ***Limited Right of Sublicense.*** The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. A Party will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

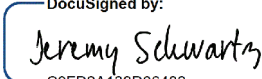
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

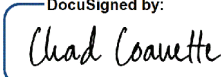
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

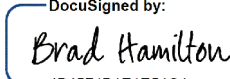
Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/28/2021 | 12:24 PM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 4/29/2021 | 4:31 PM CDT

The Toro Company

DocuSigned by:

By: 4B4574B1E1E54C4...
Brad Hamilton
Title: Group VP
Date: 4/29/2021 | 4:07 PM CDT

RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Vendor Details

Company Name: The Toro Company

Does your company conduct business under any other name? If yes, please state: Toro

Address: 8111 Lyndale Avenue South
Bloomington, MN 55420

Contact: Jon Stodola

Email: jon.stodola@toro.com

Phone: 612-597-3224

Fax: 612-597-3224

HST#: 41-0580470

Submission Details

Created On: Tuesday January 26, 2021 08:26:53

Submitted On: Wednesday March 10, 2021 16:49:38

Submitted By: Jon Stodola

Email: jon.stodola@toro.com

Transaction #: a9949e16-696c-4bd0-8278-1f0375b1ebb6

Submitter's IP Address: 76.113.144.182

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	The Toro Company	*
2	Proposer Address:	8111 Lyndale Avenue South Bloomington, MN 55420	*
3	Proposer website address:	www.toro.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brad Hamilton, Group VP 8111 Lyndale Avenue South Bloomington, MN 55420 952-887-8815 Brad.Hamilton@toro.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jon Stodola, Government Contracts Manager 8111 Lyndale Avenue South Bloomington, MN 55420 612-597-3224 Jon.Stodola@toro.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The Toro Company is proud of its legacy of quality and innovation. Founded in 1914 to build tractor engines for The Bull Tractor Company, the company survived the tumultuous years of World War I by building steam steering engines for merchant ships to support the war effort. In 1920, Toro entered the turf industry when it mounted five reel mowers to the front of a Toro tractor to cut the fairways at The Minikahda Club in Minneapolis. We take pride in our responsibility to employees, customers, shareholders and the environment. Since 1914, we have cultivated our reputation around trusted relationships and constant innovation to help anticipate the future needs of our customers. At the same time, we are building on a tradition of excellence around a number of strong brands to help customers care for golf courses, professional contractors, underground construction professionals, groundskeepers, agricultural growers, rental companies, government and educational institutions, and homeowners – in addition to many leading sports venues and historic sites. Over the years, we have strengthened our position as a leading worldwide provider of turf and landscape maintenance equipment, and precision irrigation solutions due in large part to a strong network of distributors, dealers and retailers in more than 125 countries around the world. The Toro Company's Commercial Division employs 14 Regional and District Sales Managers that call directly on customers and Distributors. These resources are located in Arizona, California, Connecticut, Florida, Massachusetts, Montana, Minnesota, Ohio, Virginia, and Ontario Canada. Most customer activity for the Commercial Division products will be with our distributor's sales force of approximately 200 Outside Sales representatives. The resources are located in every state except Alaska. We also have a network of hundreds of Landscape Contractor and Siteworks Systems dealers throughout the US and Canada. All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts, etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet. Our Purpose: To help our customers enrich the beauty, productivity, and sustainability of the land. Our Vision: To be the most trusted leader in solutions for outdoor equipment. Every day. Everywhere. Our Mission: To deliver superior innovation and to deliver superior customer care. For more information, visit www.toro.com.	Item 7b.
8	What are your company's expectations in the event of an award?	Our expectation is that customers will use the Sourcewell value-based contract to purchase Toro and related equipment, in order to achieve their goals of creating and maintaining outstanding grounds and landscapes. We also expect our dedicated distributor/dealer network to support Sourcewell members with superior customer service that aligns with our corporate mission. In doing so, we expect to develop new relationships with Sourcewell members and incrementally grow our sales of Toro and related equipment to government and education customers.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	The Toro Company continues to strengthen our position as a leading worldwide provider of innovative solutions for the outdoor environment, including turf, snow, irrigation, and ground-engaging equipment. Through a strong network of professional distributors, dealers, and retailers in more than 125 countries, we proudly offer a wide range of products across a family of global brands to help golf courses, professional contractors, agricultural growers, rental companies, government and education institutions, and homeowners achieve their goals. For fiscal year 2020, The Toro Company achieved nearly \$3.4 billion in net sales (a 7.7% increase over fiscal year 2019), and \$327.7 million in net earnings. See the attached (The Toro Company_Fourth-Quarter and Full-Year Fiscal 2020 Results) for more details. In addition, attached is a summary of Toro's financial condition according to Dunn & Bradstreet (Attachment: BnBi THE TORO COMPANY Feb 19 2021 (002).pdf)	*

10	What is your US market share for the solutions that you are proposing?	Toro is not able to divulge that information.	Item 7b.
11	What is your Canadian market share for the solutions that you are proposing?	Toro is not able to divulge that information.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	The Toro Company would best be described as a manufacture. As such, Toro utilizes our channel partners (distributors/dealers) to provide service and support to our end-user customers. For our Commercial Division, which makes up approximately 90% of our Government Contracts business, we have 26 distributors throughout the United States and Canada with many satellite offices to meet your needs. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide. Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products. BOSS Snowplow provides sales and service support through 228 Distributors in the United States and Canada. Within a Distributor protected sales territory they also set up a network of Dealers to quickly and effectively service the customer. Our Distributors and Dealers handle all aspects of the customer experience including sales, ordering, registration, installation, service, and warranty. The attached list of 228 Distributors will provide information on their location, contact, and which BOSS Products they are qualified to support. The BOSS Technical Service and Customer Service Departments provide factory support and training to all Distributors and Dealers and we pride ourselves on providing World-Class service to all levels of customer. Feedback from our Customers and Dealers allows BOSS to continuously improve our product. We communicate these improvements through Service Bulletins, Training Videos, Technical Manuals, and Web-based training. Similar to BOSS, Toro's LCE, SWS, and RESCOM Irrigation divisions provide service and support through a combined network of more than 5,500 dealers/distributors, throughout the United States and Canada. For a complete list of Distributors and Dealers, please reference the attached file (Toro Distributor_Dealer List 2021).	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Toro products are designed and built to comply with all applicable voluntary safety and environmental standards, including ISO standards, CE standards, and exhaust and evaporative standards set by the US Environmental Protection Agency (EPA), California Air Resources Board (CARB), and the European Union. Toro products are also tested and certified by outside laboratories to comply with EMC (electromagnetic compatibility) regulatory arrangements. The Toro Company holds a Dealer License (wholesaler) from the State of Minnesota, a Business License from the State of Washington, a manufacturer license from the Arizona Department of Transportation, and a license as a Recreational Product Manufacturer from the Louisiana Motor Vehicle Commission. In addition, The Toro Company is authorized to conduct business in the following states, as well as being incorporate in Delaware: California, Colorado, Florida, Indiana, Iowa, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Nebraska, Pennsylvania, Rhode Island, Tennessee, Texas, and Wisconsin. Toro distributors and dealers also have the proper licenses and registrations to conduct business in the states/provinces in which they operate. In an effort to achieve our vision of becoming the most trusted leader in solutions for outdoor equipment, Toro requires each of our direct employee and distributor salespeople to complete an extensive and ongoing training program called TSPC (Toro Sales Professional Certification) that focuses on ethical selling practices and professional sales management. We are unique in our industry in requiring this certification of professional standard.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Toro has not been under any suspension or disbarment within the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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16	Describe any relevant industry awards or recognition that your company has received in the past five years	a) Heavy Equipment Guide, Top Product in 2020: The Toro e-Dingo Small machines that rental houses and contractors want for versatile use both indoors and outdoors and in areas with noise and emissions reduction needs are the perfect proving ground for electric equipment. Toro's first electric Dingo, the wheeled e-Dingo 500, is a small machine delivering environmentally friendly performance both indoors and outdoors, and we look forward to seeing more electric compact equipment like it in the coming years. b) Innovative Iron Awards, 2020 – The Toro e-Dingo Selected as a “game-changer” for its zero emissions and lithium-ion battery. c) Rental Equipment Register (RER) – The Toro e-Dingo received the following Innovative Product Awards: Winner in the Earthmoving category, and Silver winner in Overall. d) Rental Magazine 2020 Editor's Choice Award - The Toro e-Dingo. The Rental 2020 Editor's Choice Awards represent the equipment rental industry's best products gaining interest from end-users and rental professionals alike. Rental's editorial staff chose products based on several factors including innovation, utility for the rental market, and audience engagement online at ForConstructionPros.com/Rental e) Innovative Iron Awards, 2019 – The Toro TRX Trencher Selected one of the most innovative products in the equipment classes include all compact equipment, including skid steers, mini excavators, backhoes, telehandlers, tractors, aerial lifts, UTVs, and components like engines, hydraulics, and software. f) Green Industry Pros, Editor's Choice Award, 2019 – The Toro TRX Trencher Chosen for Innovation, Dependability, Audience engagement online at GreenIndustryPros.com, and from end-users and landscape professionals alike. g) Heavy Equipment Guide, Top Product in 2020: The Toro Dingo TXL 2000 As the industry's biggest ride-on utility loader, Toro's Dingo TXL 2000 fits into a smaller class of equipment but has the capability of small skid steers or compact track loaders. h) The Toro Company received the AE50 award for our innovative engineering of the NEW Toro Outcross in Feb. 2019. Awards are presented at ASABE's annual Agricultural Equipment Technology Conference (AETC). The award-winning products are also highlighted in a special issue of ASABE's Resource magazine and given by the American Society of Ag and Biological Engineers. i) The Toro Company is the leading “smart” irrigation products manufacturer, having receiving multiple accolades and awards from the Irrigation Association®, EPA, and others, for their innovative and water-efficient products. Some examples of unique Toro irrigation products include Precision™ Series Spray Nozzles with patented oscillating stream technology that delivers water savings of up to 35 percent when compared to competitive fixed spray nozzles; the T5 RapidSet® ¾” gear-driven rotor and its patent-pending tool-free arc adjustment feature; the cutting-edge EVOLUTION® Series irrigation controller and its multiple wireless add-on devices that enable performance advances, such as web connectivity, soil moisture sensing, and automatic weather-based schedule adjustments; and a full line of drip irrigation products, such as DL2000™ dripline and its patented ROOTGUARD® technology that allows it to be buried below ground to virtually eliminate the water waste seen through evaporation and runoff. j) The Toro GrandStand MULTI FORCE was a new product award winner in the May/June 2016 issue of Landscape and Irrigation's “Twenty for 2016 New Product Awards”. The award recognizes the GrandStand MUTLI FORCE as one of the standout new products to hit the market in 2016, based on innovation and application within the market. Endure k) The Toro Company received the Gold Medal for Innovation, awarded to the Toro Reelmaster 5010-H at demopark+demogolf 2015.	Item 7b.
17	What percentage of your sales are to the governmental sector in the past three years	As we are a publicly-traded Company, Toro considers information about our customers confidential. However, below is a representation of The Toro Company revenue for fiscal year 2020 by market segment and geographic location. Net Sales By Segment: Professional 75% / Residential 24% / Other 1% Net Sales By Product: Equipment 88% / Irrigation 12% Net Sales By Geographical Location: US 80% / International 20%	*
18	What percentage of your sales are to the education sector in the past three years	As we are a publicly-traded Company, Toro considers information about our customers confidential.	*

19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	a) NASPO ValuePoint Contracts - AK, HI, KS, KY, ME, MO, NE, NM, RI, SD, V WI b) Toro held State Contracts - AR, DE, NY, OH c) Toro Distributor held State Contracts - CA, GA, IA, IL, LA, MA, MD, MN, MS, NC, OK, OR, PA, SC, TN, UT, WA d) Cooperative Contracts - OMNIA Partners, Kinetic GPO As we are a publicly-traded company, the detailed sales information you are requesting is considered confidential.	Item 7b. *
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	a) GSA Contract : GS-06F-0012R – Schedule 51v - Kansas City b) GSA Contract : GS-07F-5432R – Schedule 78 – Philadelphia As we are a publicly-traded company, the detailed sales information you are requesting is considered confidential.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Ramsey County Parks - Goodrich Golf Course	Charlie Miller, Superintendent	651-784-2500	*
City of Minneapolis Parks and Recreation Department	Dale Walker, Fleet Manager	612-313-7772	*
City of Lakeville Parks	Mark Kruse, Supervisor	952-985-2720	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	California - CA	Golf, Turf & Landscape Equipment & Irrigation	Various mix of mowers, vehicles, specialty equipment, and irrigation components valuing \$500-\$600K	\$5M - \$6M	*
Confidential	Government	California - CA	Golf, Turf & Landscape Equipment & Irrigation	Various mix of mowers, vehicles, specialty equipment, and irrigation components valuing \$300-\$600K	\$3M-\$4M	*
Confidential	Government	Nevada - NV	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$350-\$850K	\$2.5M-\$3M	*
Confidential	Government	Wisconsin - WI	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$250-\$400K	\$2.5M-\$3M	*
Confidential	Government	Colorado - CO	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$150K-\$1M	\$1M-\$1.5M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	Item 7b.
23	Sales force.	Toro has a national sales team of more than 50 Regional and District Sales Managers that represent our Commercial, Landscape Contractor, Irrigation, Siteworks Systems, and BOSS products across the United States and Canada. These representatives are assigned to various distributors and dealers to provide training, programming, and strategy for initiatives such as this one with Sourcewell.	*
24	Dealer network or other distribution methods.	Most of our distributors and dealers are privately-owned companies that are the connection between Toro and the end-user customer. The sales managers of these companies will manage a team of representatives responsible for selling and marketing Toro products. Every area of the United States and Canada has a representative assigned for sales coverage from one of our distributors/dealers. We have included a listing of these distributors/dealers with this proposal. See Distributor_Dealer List 2021 attached. All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts, etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet. In addition, Toro has thousands of local dealers that represent Landscape Contractor products, Irrigation, Siteworks Systems, and Boss snow removal equipment throughout the US and Canada.	*
25	Service force.	Toro utilizes our channel partners to provide service and support to our end-user customers. For our Commercial division, we have 26 distributors in the United States and Canada with many satellite offices to meet your needs. All distributors maintain a service parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. Additionally, they also maintain service facilities staffed with full-time technicians to provide services in the area to meet Toro's service level objective of 9+ in Overall Satisfaction. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide. The Toro Company provides on-going technical training (on-line and in-person) to our channel partners ensuring the service technicians have the technical knowledge and aptitude to support advanced technology. The Toro company also provides centralized and advanced technical assistance and support to our distributor operations teams. This includes troubleshooting equipment issues, providing updates to equipment, issuing service bulletins, working through warranty issues, implementing performance standards and measurements, providing on-site support when needed for product quality concerns, and developing action plans for improvement. We have processes in place to help our channel partners exceed the needs of our customers developed through our 100 years of experience. These include monitoring our customer's opinion of their service experience and developing improvements as necessary to achieve Customer Satisfaction Index scores above 9.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The Toro Commercial Customer Care group operates a Voice of Customer program in North America that focuses on the end-customer service experience. Commercial distributors provide Toro their completed customer repair orders for the week or month then Toro contracts an independent 3rd party to complete customer experience surveys. The insights gained are used to correct processes and provide additional resources as we collectively strive to maintain a 9+ overall customer satisfaction index, which is above industry standard. See attached labeled (Question 26) Graphs) for rolling 12-month performance. These metrics along with additional operational metrics are factored into a distributor's overall annual performance rating which has specific incentives tied to it. Distributor response time: Response time is dependent on many factors but generally, our distributor partners respond to a customer call or email immediately and determine an agreeable time to service the equipment. Most distributors have field service capabilities that allow service work at the customer's site. Toro Commercial Customer Care measures our distributor on two performance metrics specific to service repair turnaround time and their ability to respond and repair a customer service issue in 6 calendar days or less.	*

27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As described in response to our reach and capabilities, Toro has the ability to fully support the needs (products and service) of public agencies throughout the US. As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcewell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcewell agreements and provides financial support for those who do. Furthermore, most of our dealers and all of our Commercial distributors see the value of simplifying the buying process and encourage their customers to use the agreement.	Item 7b.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As described in response to our reach and capabilities, Toro has the ability to fully support the needs (products and service) of public agencies throughout Canada. As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcewell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcewell agreements and provides financial support for those who do. Furthermore, most our distributors/dealers see the value of simplifying the buying process and encourage their customers to use the agreement.		*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Toro has the ability to serve all geographic areas in the US and Canada through our distributor and dealer networks.		*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Toro has the ability to serve all participating entity sectors in the US and Canada through our distributor and dealer networks.		*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Participating entities in Hawaii, Alaska, US Territories, and Canada may be subject to additional freight charges. Any additional freight charges would be provided prior to purchase as a pass-through cost and included in the customer quote. Due to a difference in the buying structure and fluctuation in the US/Canada exchange rate, a separate price structure will be established for Canadian customers. Please reference pricing documents for details.		*

Table 7: Marketing Plan

Item 7b.

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	a) The Toro Company will release a Distributor Operating Bulletin (DOB) to its channel partners, endorsed by the executive sponsor Grant Young, General Manager, Commercial announcing the new award which will be incorporated into the Commercial Division Program Manual used by distribution. Additionally, Toro University hosts monthly webcasts and other training events where the contract will be discussed. We have been training and implementing government contracts with our distributor and dealer partners for many years. If we are awarded the Sourcewell contract, we will continue to employ many different techniques to provide training. Initially, we will train the Toro sales and marketing team responsible for this implementation. We will provide PowerPoint presentations to our distributors/dealers that are co-authored by Toro and Sourcewell. We will implement individual conference calls by distributor to review the contract, discuss the benefits to the customer and the distributor, and answer questions. b) The Toro sales and marketing team will make sales calls with our channel partners to our end users to discuss this contract and sign up new users. Our marketing department will create specific documents that provide our distributors and customers with an overview of the contract and the benefits to them. These marketing pieces will be made available to all of our distributors and will be used at local and national trade shows. As part of the ongoing training process, Toro representatives will drive participation in local and regional trade shows and conferences with our distributors where we model the selling of this contract to customers. c) We will continue to train our sales force and engaging the resources we need to assure the success of this contract. See the attached (Toro Marketing Samples) file for examples.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Toro Company uses a variety of technologies to communicate with customers and to deliver relevant and meaningful content in a timely fashion. The goal of these Marketing initiatives ranges from driving basic awareness of our brand and products to driving increasing levels of engagement relating to learning about the features, advantages, and benefits of each product we sell. From websites, eNewsletters, email messaging, and videos to Social Media postings and beyond, Toro uses a wide range of tools – digital and analog - to generate interest in and drive leads to our distributor channel partners who sell and support our products locally.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	a) The Toro Company's expectations of Sourcewell's role in promoting the contract would include; jointly publishing a press release announcing the award, deployment of an eBlast to the Sourcewell membership announcing the new contract, and/or announcing it on the Sourcewell social media channels, updating The Toro Company contract on the Sourcewell website, and that Sourcewell would promote the contract at the appropriate industry trade shows and forward any inquiries directly about The Toro Company to Toro in order for The Toro Company to convert that inquiry into a sale. b) Regarding the integration into our sales process, and beyond those referenced in response to question (32), Toro has made the Sourcewell agreement a standard part of our onboarding training for internal and distributor/dealer personnel. As part of our discovery process with government and non-profit agencies, we are identifying and encouraging the use of the Sourcewell agreement. Our distributors/dealers see the value of the Sourcewell agreement for their organization by simplifying the buying process, and for their customers (end-users) by offering competitive pricing and simplifying the buying process on their end. A Toro/Sourcewell co-branded flier is used to highlight the benefits of the agreement and used by distributor/dealer personnel during customer calls and industry events. See the (Toro Marketing Samples) attachment for an example of the co-branded flyer.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All new and used equipment delivered to the customer includes one-on-one or group training provided by the salesperson and service staff. Their distributor salesperson can discuss these offerings as they are made available by The Toro Company. Local training is offered by each of our distributors and the educational content varies depending on the end user's needs. Group training may be offered as well. Dates and cost of training vary from year to year. Certificates of completion are issued to each attendee after completion of training classes. Operator safety training for all products are offered: online at Toro.com and a digital operator manual is provided with each new piece of equipment. Safety Video: https://www.toro.com/en/customer-support/education-and-tech-reference/operator-training The Toro Company also offers in-depth factory training at a reasonable cost to the end-user. This training takes place at Toro's World Headquarters in Bloomington, MN. The dates vary year by year. Topics include the following: - Cutting Unit Technology: Cutting unit set-up and adjustments - Traction Units: Electronic and hydraulic systems diagnostics, troubleshooting, and testing - Tier4 Engine Systems: Overview of why and how they work - Spray Systems: Components, operation, and calibration - Toro Reel Cutting Units: How they really work - Open forum with engineering and other product experts - Diagnostics, InfoCenters, and more! Additional training and reference materials found on Toro.com or in myTurf@toro.com	Item 7b. *
37	Describe any technological advances that your proposed products or services offer.	★ = Toro exclusive features GR3360/3370 Greensmaster eTriFlex models carry no hydraulic fluid and utilize all-electric components for traction, steering, lift, and cutting. - All-Electric Traction, Steering, Lift & Reel Control – No onboard hydraulic fluid eTriFlex Models: - Engine/Generator Model, with Battery Assist Technology and up to 20% fuel savings. Constant 2,400 rpm and shrouded engine for amazingly quiet operation - Lithium-Ion Battery Model, 48-Volt virtually silent operation - ★ Radius Dependent Speed (RDS) System for Optimal Perimeter Cut - Advanced Cutting Performance - o Double A-Arm ★ plus Link-System Suspension for superior contour-following - o ★ Industry-leading Flex™ technology and DPA cutting units for easy adjustment and precision - o ★ Lift-In-Turn feature combined with RDS provides a consistent cleanup cut - Highly Productive and Versatile - o ★ "Slow-in-Turn" feature minimizes turf scrubbing that can occur during turn arounds - o ★ Tool-Free, Quick-Change cutting units - o ★ Lift-Gate Footrest for easy access to the center cutting unit Greensmaster Walk greens mowers (flex & fixed head) - ★ Flex Suspension with proven Dual Precision Adjustment (DPA) Cutting Unit technology - Multiple, easy to configure clip rate settings - ★ Telescoping loop handle design with combined operational and safety bail - Operational bail allows slowing down or a complete stop in tight turns without disengaging traction - ★ Rubber-mounted handle to reduce oscillation motion from walking for cutting consistency - No greasing requirement and modular designs for labor-saving maintenance - Excellent balance for superior tracking and easy turnaround - ★ Tool-free cutting unit removal Toro exclusive PX Hydraulic Fluid is another great innovation from Toro. This new premium hydraulic fluid performs better and lasts longer than conventional fluids. This means your equipment will run more smoothly and require fewer hydraulic fluid changes saving you time and money – up to 71%. Most 2019 and newer Toro commercial equipment come factory filled with Toro PX Hydraulic Fluid and have change intervals twice as long as previously...up to 2000 hours! EdgeSeries Reels+™ replacement reels take performance to the next level with bearings and seals already installed on the reel. Available for Toro riding and walk Greensmaster® and Reelmaster® mowers, EdgeSeries Reels+ are designed for longer life with less maintenance—all while delivering a phenomenal quality of cut. myTurf Pro is a powerful and easy-to-use, application that seamlessly connects your assets and your maintenance program, regardless of brand. Provide your team with the tools to become more efficient by automating routine tasks, easily ordering parts, managing	*

maintenance assignments, and tracking task completion. "At a glance" overviews keep you informed of asset status.

Item 7b.

Toro Genuine Parts

Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support

Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether you are rebuilding rollers, replacing hydraulic hoses, or overhauling your cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job

DPA Cutting Units with all-new EdgeSeries™ Reels for Improved Greens & Fairways - EdgeSeries innovations include – longer-lasting - materials, even more precise manufacturing techniques, and well-researched design changes to both the reel and bedknife geometry that come together to provide an outstanding quality of cut with less maintenance.

Groundsmaster 3200/3300

The innovative tilt-up deck design making blade maintenance and deck cleaning simple. Additionally, all engine maintenance points are easily accessible. Enhanced climbing and hillside stability – CrossTrax all-wheel drive is based on the innovative Toro Series/Parallel™ design. If one of the front tires begins to slip, power is transferred to the opposite rear tire for optimum traction. Heavy-duty, 7-gauge steel decks with a front bullnose and side bumpers paired with the industry's toughest spindle assembly for extended product life. INFOCENTER™ CONTROL PANEL Real-time information delivered to the operator's fingertips for ultimate control.

Outcross 9060

Don't mistake the Outcross 9060 for the agricultural tractors often found on golf courses and sports fields. It is not a tractor! The Outcross 9060 does all the work of a tractor AND a super-duty utility vehicle without the headaches often associated with operating each in turf maintenance applications. Outcross's 4-wheel steering makes it highly maneuverable, stable, and extremely turf-friendly. Its electronically-controlled traction drive and low center of gravity help it traverse side hills and challenging terrain. The Outcross 9060 has a hydrostatic drive system, eliminating the need for an operator who is proficient with the complicated controls and shifting commonly associated with a traditional tractor. Simply select forward or reverse, and drive! Pre-set parameters and programable "guardrails" ensure the operator is productive while keeping them from operating outside the manager's specifications. Simple one-action operation of complicated attachments, such as an aerator, keeps the operator focused on the task at hand. Cruise control, shuttle shifting, a passenger seat, and intuitive controls add to the ease-of-use and efficiency. Save money by maintaining one machine instead of two or three. Spread fertilizer and seed more accurately to reduce waste. With three-point, drawbar, bed, and loader capabilities, productivity comes standard. Outcross owners can mow grass, spread fertilizer, load sand, haul a pallet of sod, aerate, top dress, remove snow and ice, blow leaves, prune roots, spread seed, tow a trailer, sweep a path, chop wood, and much, much more.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Sustainability is not a new concept for The Toro Company. It is deeply rooted in our purpose - to help our customers enrich the beauty, productivity and sustainability of the landscape. At our corporate website we have full details of our Sustainability initiative, which is more comprehensive than a policy. Please see: https://www.thetorocompany.com/sustainability/sustainability-endures Alternative power, smart-connected products, and autonomous technologies are important areas of focus for us. For example, our Reelmaster® 5010-H and Greensmaster® eTriFlex™ hybrid mowers provide fuel savings over comparable mowers, plus they reduce noise levels and operating costs for our customers. In addition, the new e-Dingo is designed to provide customers with the ability to work indoors with zero emissions and lower noise pollution. We also recently established a new technology acceleration center, which is designed to support our development of smart-connected technologies. Key sustainability initiatives and accomplishments include: • Deepening commitment to diversity, equity, and inclusion. In addition to designating DEI as part of the formal responsibilities within Toro's human resources team, the company is broadening the lens from workforce and workplace practices to seeking out synergies with supplier management practices and philanthropic giving. • Employee health and safety is a paramount value of Toro. Toro implemented a comprehensive environmental, health and safety data management system to help drive engagement and increased transparency for proactive safety performance. Toro saw reductions in both its total recordable injury and lost workday rates during fiscal 2020. • Impacting our communities and smallholder farmers in developing countries. As part of its Land. Water. Thrive. philanthropic initiative and employee immersion experience, Toro partnered with iDE to work with smallholder farmers in Honduras to better understand their irrigation practices to help develop drip systems and water storage solutions that are affordable, sustainable, and meet the needs of both growers and their communities. • Continued focus on water stewardship. Toro was recognized by the U.S. Environmental Protection Agency with the WaterSense Excellence Award for its dedication to water management innovation and education, marking the fifth consecutive year that it has received the prestigious award. • Improving operational efficiency. Toro began its journey to implement a new energy management system to better access site energy consumption and resource efficiency at its production facilities. The new system provides real-time access to data with analytics to identify key performance trends and opportunities for operational efficiency, as well as energy and environmental impact reduction. • Energy-efficient technologies. With a focus on energy efficiency and developing sustainable solutions, Toro introduced several products to further expand its alternative power offerings. Examples include a new line of 60V lithium-ion products for homeowners, the Greensmaster eTriFlex hybrid riding greens mower, and the all-electric e-Dingo 500 compact utility loader. • In Australia Toro refreshed its product packaging and received an "advanced" classification in a recent audit of sustainable packaging activities undertaken by the Australian Packaging Covenant, a government body. • We participate in a "closed loop" recycling partnership in CA with Revolution Plastics; this recycles our drip irrigation materials. In the first six months of the program, 381,000 pounds of materials were recycled. • Toro has replaced its printed operator manuals with online guides, in order to improve comprehension and reduce paper usage. • Our Hammerhead business introduced "Cured-in-Place Pipes" whereby aging pipes are repaired with a revolutionary bluelight LED system. Repairing rather than replacing extends the life of existing pipe networks and reduces overall landfill waste. Other sustainability-related awards include: - Wyland National Mayor's Challenge for Water Conservation Co-Sponsor - Urban Park Innovation Award - 2019 Everyday Hero Award - ISO 14001:2004 compliant	Item 7b. *
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	The battery chargers we use for our electric products meet the California Energy Commission (CEC) energy efficiency standards and are labeled with the "BC" mark. They also meet the U.S. DOE and NRCAN energy efficiency standards.	*

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	The Toro Company does not qualify for a WMBE, SBE, or Veteran owned business. However, most of our distributor/dealer partners are designated Small Businesses and several are Woman and/or Minority owned.	Item 7b.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Toro is unique in the breadth of products it can offer through its comprehensive distributor/dealer network to Sourcewell members under this contract. Sourcewell members will be able to obtain, from a single Toro distributor/dealer, utility vehicles, rotary mowers, reel mowers, turf cultivation, walk-behind trenchers, ride-on vibratory plows, irrigation products, synthetic turf grooming equipment, and a variety of turf renovation, tree care, compaction, concrete, and masonry equipment. This wide range of products available from a single dealer provides Sourcewell members that varying equipment needs with the extra efficiency of working with a single, knowledgeable dealer. As an organization, Toro is focused on providing and developing Turf specific products. Toro is unique in its focus and support of the Turf Industry.		*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	As a product owner, the Sourcewell member is responsible for required maintenance and adjustments stated in the Operator's Manual. Failure to perform required maintenance and adjustments can be grounds for disallowing a warranty claim. When a warrantable condition exists, an authorized Toro distributor or dealer will repair the Product at no cost to the Sourcewell member, including applicable diagnosis, labor, and parts, excluding the following: - Product failures which result from the use of non-Toro replacement parts, or from installation and use of add-on or modified non-Toro branded accessories and products. A separate warranty may be provided by the manufacturer of these items. - Product failures which result from failure to perform recommended maintenance and/or adjustments. Failure to properly maintain the Toro product per the Recommended Maintenance listed in the Operator's manual can result in claims for warranty being denied. - Product failures which result from operating the Product in an abusive, negligent, or reckless manner. - Parts subject to consumption through use unless found to be defective. Examples of parts that are consumed, or used up, during normal Product operation include, but are not limited to, brake pads and linings, clutch linings, blades, reels, rollers and bearings (sealed or greaseable), bed knives, spark plugs, castor wheels and bearings, tires, filters, belts, and certain sprayer components such as diaphragms, nozzles, and check valves, etc. - Failures caused by outside influence. Including, but not limited to, weather, storage, practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals, etc. - Failure or performance issues due to the use of fuels (e.g. gasoline, diesel, or biodiesel) that do not conform to their respective industry standards. - Normal noise, vibration, wear and tear, and deterioration. - Normal "wear and tear" includes, but is not limited to, damage to seats due to wear or abrasion, worn painted surfaces, scratched decals or windows, etc.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. The standard commercial equipment warranty covers the equipment for two years or 1500 operational hours, whichever comes first.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage of Toro Authorized distributor and dealer service personnel to diagnose and perform warranty repairs are covered by Toro, up to 1,000 total miles per claim.	*

45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Toro can provide warranty repair for all geographic areas in the US and all Canadian Provinces through our authorized distributor and dealer network.	Item 7b.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Non-Toro brand attachments are not covered under Toro's Commercial warranty but the service can be provided by Toro distributors.		*
47	What are your proposed exchange and return programs and policies?	New, unused, uninstalled items are eligible for return or exchange and subject to a 15% restocking fee. In addition, any charges associated with return shipment from the returnee's specified location to a Toro distribution center will be the responsibility of the returnee. Used or installed items cannot be returned or exchanged. New, uninstalled Parts are to be returned at customer's expense within 90 days of purchase.		*
48	Describe any service contract options for the items included in your proposal.	Our distributors may offer a variety of maintenance programs depending on the need of the customer. These range from Time and Materials type services, Preventive maintenance contracts, Full-Service maintenance contracts that include preventive maintenance and repairs. These programs are priced based on the specific needs of the customer, equipment age, and condition. The distributor can provide pricing for these programs on a local level. Toro has also developed a Web-based Asset Maintenance Management system called myTurfPro offering both free and subscription-based services.		*

Table 10: Payment Terms and Financing Options

Item 7b.

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are 0% 30 days for cash/check payments and EFT payments.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Multiple leasing and financing options are supported by Toro and available from Toro distributors and dealers. Tax-exempt financing and leasing is a tool that municipalities can use to spread the cost of capital equipment acquisitions over the life of the assets being financed. Toro has partnership agreements in the US with two different finance companies, PNC Equipment Finance and TCF Equipment Finance. Because of these relationships, we have developed documents to help streamline the process for our tax-exempt customers. This includes the credit application, approval, and non-appropriation language. This nationwide team of finance professionals has an in-depth understanding of tax-exempt financing. Based on tax-exempt pricing (\$1 purchase option at end of lease term), the monthly lease rate is indexed to a spread not to exceed 470 basis points (BPS) over the like term US treasuries. Individual transaction pricing will be priced to the market based on specific transaction details. For Fair Market Value (FMV) leases, terms from three to five years will be available. The monthly payments will not exceed 3.5% of the award price (at 600 hours per year of use). Alternative hours and payment terms (skip pays, annual pays, etc.) can be quoted by one of our financing partners. At the end of the lease (assuming all terms and conditions of the lease have been met), the equipment may be returned (subject to turn-in requirements identified in the lease documents), renewed for an additional time, on mutually agreeable terms between the parties, or purchased at the then, fair market value of the equipment. In Canada, Toro's distributors hold direct relationships with financial institutions. As for LCE equipment, various additional special finance options are available through Toro's finance partners including, stated value and municipal lease options as well as no interest and low-interest fixed-term loans. For current offers, visit www.toro.com/finance.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Sourcewell members will submit purchase orders directly to an authorized Toro distributor/dealer. Sourcewell members can contact Toro directly to verify a specific dealer and/or pricing provided by our local distributor/dealers. Sourcewell members may also confirm their authorized distributor/dealer online at www.toro.com/locator. Toro will encourage and incent our authorized distributors/dealers to participate in the Sourcewell contract and provide contract pricing to Sourcewell members at the agreed-upon prices. Toro distributors/dealers supporting the Sourcewell contract will receive rebates from Toro for equipment sold under the Sourcewell contract to Sourcewell members. Toro distributors/dealers will be required to submit documentation to ensure compliance with the contract in order to receive their rebates. This information will be shared with Sourcewell directly from Toro on a quarterly basis, or as requested by Sourcewell. Toro has an impeccable track record of providing this information accurately and on time since the beginning of our first contract. We understand the importance of transparency and accurate reporting for Sourcewell, and for our customer agencies.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Most of Toro's authorized distributors/dealers are able to accept P-card procurement and payments. Additional fees may apply to purchases made using p-card procurement.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	For the contiguous United States, our pricing model is a discount off US MSRP that includes freight charges to the customer's dock. For Hawaii, Alaska, and US Islands, the discount structure is the same (discount off US MRSP) but freight is not included in the price. Freight will be determined at the time of the sale by the distributor/dealer. For Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at that time according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied. Bank of Canada – Monthly Exchange Rate https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	• Toro Commercial products: 22% off current US MSRP • Bullseye Products: 5% off current US MSRP • Toro Landscape Contractor Equipment (LCE): 27% off current US MSRP • Toro Landscape Contractor SNOW Equipment (LCE SNOW): 20% off current MSRP • Toro Golf Irrigation: 40% off current US MSRP • Toro Residential Commercial Irrigation: 40% off current US MSRP • Irritrol Irrigation Wholefoods, Attachments and Accessories: 40% off current US MSRP • Rainmaster Irrigation Wholegoods (RA): 35% off current US MSRP • Rainmaster Irrigation Parts (RB): 0% off current US MSRP • Sentinel Irrigation Wholegoods: 35% off current US MSRP • Large Commercial Rotors: 15% off current US MSRP • Site Works Systems (SWS) Equipment: 17% off current US MSRP • Ventrac Products: 12% off current US MSRP • Toro BOSS Snow Removal Products: 25% off current US MSRP • Used and Demonstrator equipment: pricing will be set by the distributor/dealer based on product condition, age, hours, etc. • Third-party attachments: distributors/dealers will set the price but will not exceed the list price and may include setup and freight charges.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Toro authorized distributors/dealers understand these are ceiling prices and may choose to provide additional discounts based on unit quantity or total purchase volume..
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Toro authorized distributors/dealers may provide third-party equipment that attaches to Toro products. These products will be priced no higher than that products List Price. Freight and set-up fees may also apply to these products.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have identified the pricing and potential cost variations in items 53, 54, 55, and 56.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping charges for Toro equipment outside the contiguous United States are not covered as part of the product price. The Sourcewell members outside this area will be invoiced only for the actual costs of freight and delivery which can be provided at the time of order. Shipping costs will also be added for any third-party attachments purchased for Toro products.

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Hawaii, Alaska, and US Islands, the discount structure is the same (discount off US MRSP) but freight is not included in the price. Freight will be determined at the time of the sale by the distributor/dealer. For Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at that time according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied. Bank of Canada – Monthly Exchange Rate https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/	Item 7b. *
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Most products will be shipped from a distributor/dealer to the customer, but many of the products in the Landscape Contractor Equipment or Irrigation divisions may be available at the distributor/dealer location and may be picked up on-site.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing in our proposals is one of the most aggressive pricing structures offered to GPOs, cooperative procurement organizations, or state purchasing departments as a result of the reach and value provided by Sourcewell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	The Toro Company will be paying all administration fees to Sourcewell for sales on this contract. Toro distributors/dealers supporting the Sourcewell contract will receive rebates from Toro for equipment sold under the Sourcewell contract to Sourcewell members. Toro distributors/dealers will be required to submit documentation to ensure compliance with contract in order to receive rebate. Additionally, Toro may contact Sourcewell members purchasing Toro product under the Sourcewell cooperative purchasing contract to ensure member satisfaction. For our Commercial products we have a pricing system that allows our distributors to choose the Program pricing they need. We will have the Sourcewell pricing established in this system for them to select, and verification against this system will be used during the rebating process.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Toro agrees to pay administrative fees to Sourcewell in the amount of 1.5% of all sales of whole goods and accessories, less freight, shipping, and set-up costs, associated with this contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Item 7b.

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Toro offers a full line of irrigation, synthetic turf maintenance, and mowing equipment from 21" rotary mowers to rotary mowers with up to 16' width of cut, reel mowers, aeration equipment, sprayers, debris removal equipment, material handling, greens rollers, zero-turn mowers, four-wheel steer mowers, snow removal attachments, compact utility loaders, and utility vehicles to meet the needs of any golf course, park, sports field, or general grounds maintenance. • SPORTS FIELDS AND GROUNDS EQUIPMENT Toro offers a complete and comprehensive line of new unused Sports Fields and Grounds Equipment of the latest design and technology to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, irrigation products, turf cultivation equipment, and synthetic maintenance equipment. • GOLF COURSE MAINTENANCE EQUIPMENT Toro offers a complete and comprehensive line of new unused Golf Course Maintenance Equipment of the latest design and technology to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment, turf cultivation equipment, and irrigation equipment. • RELATED EQUIPMENT PARTS Toro provides a complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts. • USED EQUIPMENT Each of our distributors provides access to quality used and demonstrator (demo) equipment. (Quantities and products are based on availability.)
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	a) Walk-Behind Rotary Mowers b) Zero-Radius Rotary Mowers c) Wide-Area Rotary Mowers d) Walk-Behind Reel Mowers e) Commercial and Wide-Area Reel Mowers f) Walk-Behind and Ride-On Greens Mowers g) Utility Vehicles h) Utility Tractors i) Turf Cultivation Equipment j) Turf Application Equipment k) Debris Management Equipment l) Infield Groomers m) Compact Utility Loaders n) Residential / Commercial Irrigation o) Sentinel Irrigation Products p) Irritrol Irrigation Products q) Large Commercial Rotors r) Rainmaster Irrigation Wholegoods s) Rainmaster Irrigation Parts/Accessories t) Golf Irrigation u) Snow & Ice Removal Equipment v) Synthetic Turf Maintenance Equipment

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Item 7b.

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Lawn and garden equipment, tools, attachments, and accessories	☒ Yes ☐ No	As described in section 14A, Toro provides a wide variety of lawn and garden equipment, attachments, and accessories. Including, but not limited to lawnmowers, utility tractors, utility vehicles, snow removal equipment, and golf course maintenance equipment.	*
67	Irrigation systems, equipment, parts, and related installation and maintenance services	☒ Yes ☐ No	As described in section 14A, Toro provides a wide variety of Residential, Commercial, and Golf Course Maintenance equipment, parts, repair, and installation services for both new and renovation projects.	*
68	Beach and waterfront maintenance equipment and accessories	☒ Yes ☐ No	As described in section 14A, Toro provides a wide variety of beach and waterfront maintenance equipment and accessories that include, but are not limited to infield groomers, utility tractors, utility vehicles, and Debris Management Equipment.	*
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	☒ Yes ☐ No	Toro provides a wide variety of Original Equipment Manufacturer (OEM) accessories and parts for unique configurations, and to increase the life of reliability of our equipment. Toro and our distributor/dealer network provide the latest technology to support the maintenance, repair, and warranty of Toro equipment.	*

Table 15: Industry Specific Questions

Item 7b.

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Through Toro's Partners in Excellence (PIE) program, Toro measures specific areas of the business, year after year, and provides tangible ways for both Toro, and our distributor/dealer partners to see what we're doing well and what areas need improvement. Scores are based on things such as customer satisfaction, parts and product availability, service, and growth. These, along with contract utilization metrics will be used to measure the success of the Sourcewell contract.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	myTurf Pro is a powerful and easy-to-use, application that seamlessly connects your assets and your maintenance program, regardless of brand. Provide your team with the tools to become more efficient by automating routine tasks, easily ordering parts, managing maintenance assignments, and tracking task completion. "At a glance" overviews keep you informed of asset status. Toro Genuine Parts Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether you are rebuilding rollers, replacing hydraulic hoses, or overhauling your cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job. Also, see our response to question 25 for additional details on the serviceability of products (parts availability, warranty, and technical support).
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	Toro exclusive PX Hydraulic Fluid is another great innovation from Toro. This new premium hydraulic fluid performs better and lasts longer than conventional fluids. This means your equipment will run more smoothly and require fewer hydraulic fluid changes saving you time and money – up to 71%. Most 2019 and newer Toro commercial equipment come factory filled with Toro PX Hydraulic Fluid and have change intervals twice as long as previously...up to 2000 hours! EdgeSeries Reels+™ replacement reels take performance to the next level with bearings and seals already installed on the reel. Available for Toro riding and walk Greensmaster® and Reelmaster® mowers, EdgeSeries Reels+ are designed for longer life with less maintenance —all while delivering a phenomenal quality of cut. DPA Cutting Units with all-new EdgeSeries™ Reels for Improved Greens & Fairways - EdgeSeries innovations include – longer-lasting - materials, even more precise manufacturing techniques, and well-researched design changes to both the reel and bedknife geometry that come together to provide an outstanding quality of cut with less maintenance.

Exceptions to Terms, Conditions, or Specifications Form

Item 7b.

Only those proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

Item 7b.

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation. Item 7b.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brad Hamilton, Group Vice President, The Toro Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

If the Applicant declares an actual or potential Conflict of Interest by marking the box below, the Applicant must set out below details of the actual or potential Conflict of Interest:

Toro does not believe we have an actual or potential Conflict of Interest. However, for the purpose of full transparency, The Toro Company has been in communication with Venture Products, Inc. (i.e. Ventrac) during the solicitation process, who we believe will be responding to this solicitation. The Toro Company acquired Venture Products, Inc. in March of 2020 and is one of several brands under the Toro Family of Brands.

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	☒	2
Addendum_10_Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	☒	1
Addendum_9_Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	☒	1
Addendum_8_Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	☒	2
Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	☒	1
Addendum_6_Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	☒	1
Addendum_5_Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	☒	1
Addendum_4_Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	☒	1
Addendum_3_Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	☒	2
Addendum_2_Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	☒	1
Addendum_1_Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	☒	1

AMENDMENT #1 TO CONTRACT # 031121-TTC

THIS AMENDMENT is by and between **Sourcewell** and **The Toro Company** (Vendor).

Sourcewell awarded a contract to Vendor to provide Grounds Maintenance Equipment, Attachments, and Accessories with Related Services to Sourcewell and its Participating Entities, effective April 29, 2021, through April 30, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Vendor wishes to modify its pricing model to offer Product-category discounts off of current MSRP will apply as described in items 54-60. In Canada, the pricing model will be US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at the time of order, according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied. Bank of Canada – Monthly Exchange Rate: <https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/>
3. Vendor will offer a “Smart Value” volume discount that includes the following incentive for individual large orders.

Toro Commercial Purchases	Customer Goods	Toro Commercial Purchases	Customer Goods
\$ 150K - \$ 199K	\$ 4,500	\$ 550K - \$ 599K	\$ 22,000
\$ 200K - \$ 249K	\$ 6,000	\$ 600K - \$ 649K	\$ 24,000
\$ 250K - \$ 299K	\$ 10,000	\$ 650K - \$ 699K	\$ 26,000
\$ 300K - \$ 349K	\$ 12,000	\$ 700K - \$ 749K	\$ 28,000
\$ 350K - \$ 399K	\$ 14,000	\$ 750K - \$ 799K	\$ 30,000
\$ 400K - \$ 449K	\$ 16,000	\$ 800K - \$ 849K	\$ 32,000
\$ 450K - \$ 499K	\$ 18,000	\$ 850K - \$ 899K	\$ 34,000
\$ 500K - \$ 549K	\$ 20,000	\$ 900K*	\$ 36,000

Only single Purchase Orders (POs) on Toro Commercial Equipment qualify. Multiple POs may not be combined to qualify.

Vendor-authorized distributors/dealers understand these are ceiling prices and may choose to provide additional discounts based on unit quantity or total purchase volume.

4. Vendor-authorized distributors/dealers may provide third-part equipment that attach to, or are used in, the configuration with any of Toro's products. These products will be priced no higher than the products List Price.

Freight and setup fees may apply.

Vendor-authorized distributors/dealers may include setup fees – not to exceed 2% of the total Product cost, plus up to an additional 6% for cab-unit setups. Setup fees must be identified as a separate line- item on the quotation.

For the contiguous United States, delivery fees may be included at the distributor/dealer discretion – not to exceed 2% of the total product cost. Delivery fees must be identified as a separate line-item on the quotation.

For Alaska, Hawaii, US Islands, and Canada, freight and delivery fees may be included at distributor/dealer discretion – delivery fees not to exceed 2% of the total product cost; freight not to exceed actual pass-through costs. Freight and deliver fees must be identified as a separate line-item on the quotation.

5. Vendor will encourage and incent its authorized dealers to provide contract terms to Sourcewell members consistent with the terms of this Amendment; however, participation in the program described in the Amendment will be at the discretion of each Toro dealer.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, Chief Procurement Officer

Date: 10/29/2021 | 3:14 PM CDT

Approved:

DocuSigned by:
By: Chad Coquette
Chad Coquette, Executive Director/CEO

Date: 10/29/2021 | 3:28 PM CDT

The Toro Company

DocuSigned by:
By: Brad Hamilton
Brad Hamilton

Title: Group Vice President

Date: 10/29/2021 | 3:00 PM CDT



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Human Resources Director Patrick Foiles

Agenda Date: November 1, 2023

SUBJECT:

Municipal Court Judge Merit Pay for Performance

STAFF RECOMMENDATION:

Staff requests City Commission approval to process the proposed five percent (5%) merit payment based on Judge Lindgren's accomplishments and performance for the past year.

BACKGROUND:

The Municipal Court Judge's annual performance evaluation was conducted on October 18, 2023 in Executive Session. As part of the evaluation, the Commission discussed appropriate levels of compensation to recognize the Judge's accomplishments. The Commission reached consensus that a five percent (5%) merit payment for performance was deserved and appropriate. Payment is a percentage of annual base salary. If approved, the one-time merit payment will be processed with the next available payroll.

OPTIONS:

1. Approve the proposed merit payment in the amount of 5%.
2. Change the amount of the merit payment.
3. Deny the merit payment and bring it back for further discussion.

BUDGET IMPACT:

Amount: \$3,584

FY(s): 2023-24

Funding Source(s): General Fund



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, July 05, 2023 at 7:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:08 PM.

PRESENT: 5 – Commissioner Rocky Smith, Commissioner Frank O'Donnell, Commissioner Mike Mitchell, Commissioner Adam Marl, Mayor Denyse McGriff

STAFFERS: 7 - City Manager Tony Konkol, City Recorder Jakob Wiley, Public Works Director John Lewis, Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Police Captain Dave Edwins, Finance Director Matt Zook

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Parks and Recreation Month Proclamation

Mayor McGriff declared July 2023 as Parks and Recreation Month.

4. CITIZEN COMMENTS

None

5. PRESENTATIONS

None

6. ADOPTION OF THE AGENDA

Item 7d was pulled from the consent agenda. The agenda was adopted as amended.

7. CONSENT AGENDA

Motion made by Commissioner Mitchell, seconded by Commissioner Smith, to approve the consent agenda except 7d. The motion carried by the following vote:

Voting Yea: Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Smith, and Commissioner Mitchell

7a. Resolution No. 23-20, Supporting the City's Application for a Metro 2040 Grant to Study the Beaver Creek Road Industrial Area

7b. Personal Services Agreement with Water Systems Consulting, Inc (WSC) for the

Molalla Avenue 24-Inch Water Transmission Main – WIFIA 3-1 Project (CI 22-014)

- 7c. Public Improvement Contract with Icon Construction & Development for the Downtown Public Restroom (CI 22-012)
- 7d. Temporary exception to private property construction hours associated with the construction of the Clackamas County Courthouse.

Aquilla Hurd-Ravich, Community Development Director, said this was a request from the contractor for the courthouse to start work at 5 a.m. Neighbors within 300 feet of the site would be notified.

There was concern that this was being requested through November.

Ms. Hurd-Ravich said the early hours would be one to two days per week.

Jacob Ravelli, project manager, and Josh Miller, supervisor, said the two hours did make a difference, especially for pouring concrete in heat. OSHA had strict guidelines in terms of worker breaks and being exposed to the heat. If they could start at 5 a.m., they could be finished by 11 a.m. to 12 p.m. before the hottest part of the day.

There was discussion regarding the 300-foot notification, cure time for the concrete, truck route, and allowing the time difference through the end of September instead of November.

Motion made by Commissioner Marl, seconded by Mayor McGriff, to approve the temporary exception to private property construction hours associated with the construction of the Clackamas County Courthouse through the end of September 2023 with notification 300 feet from the property line. The motion carried by the following vote:

Voting Yea: Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Smith, and Commissioner Mitchell

- 7e. Minutes of the February 1, 2023 City Commission Meeting
- 7f. Minutes of the March 1, 2023 City Commission Meeting
- 7g. Minutes of the April 19, 2023 City Commission Work Session

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

There was discussion regarding the Urban Renewal Commission's recommendations to the City Commission including negotiation with Metro concerning the ownership of the easement across the Riverwalk property and amending the Urban Renewal District boundary to include the route of the Riverwalk.

Motion made by Commissioner O'Donnell, seconded by Commissioner Mitchell, to request the Urban Renewal Commission consider the feasibility of a potential land swap or addition up to the allowable 1% of the Urban Renewal District with the goal of bringing the Riverwalk into the district. The motion carried by the following vote:

Voting Yea: Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Smith, and Commissioner Mitchell

10. COMMUNICATIONS**11. City Manager**

None

12. Commissioners

Commissioner Marl asked about incidents on the Fourth of July. Dave Edwins, Police Captain, said there were fewer fireworks than normal. There were no reports of injuries.

Commissioner Marl suggested creating a City Independence Day event. He gave an update on the state legislature and HB 3414.

Commissioner Smith suggested having a City Commission representative on the Frog Ferry group.

13. Mayor**13a. Mayoral Appointment of Dave Trotter to the Natural Resources Committee (NRC)**

Mayor McGriff gave an update on the Transportation Commission hearing on ODOT's finance plan for tolling. She received a letter from the governor's office announcing she had been appointed to the Willamette Falls Locks Authority.

Mayor McGriff appointed Dave Trotter to the Natural Resources Committee.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 7:47 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, July 19, 2023 at 7:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:01 PM.

PRESENT: 5 – Commissioner Mike Mitchell, Commissioner Adam Marl, Commissioner Frank O'Donnell, Commissioner Rocky Smtih, Mayor Denyse McGriff

STAFFERS: 11 – City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Economic Development Manager James Graham, Public Works Director John Lewis, Finance Director Matt Zook, IT Director Mike Dobaj, Project Engineer Kenneth Cannady-Shultz, Right-of-Way Program Manager Dante Posadas, Police Captain Shaun Davis, Communications Manager Jarrod Lyman

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Oath of Office for New Oregon City Police Captain, Sergeant, and Officer

Shaun Davis, Police Captain, introduced Captain Joseph Pagano, Sergeant Kevin Carlson, and Officer Eduardo Urias.

Mayor McGriff swore in the new officers.

3b. Disability Pride Month Proclamation

Mayor McGriff declared July 2023 as Disability Pride Month.

4. CITIZEN COMMENTS

Didi Dahlsrud, resident of Oregon City, spoke about an application that wanted to turn the US Bank building downtown into a residential care facility for people in mental crisis. She did not think this was the right location.

The Commission took a break from 7:17 PM to 7:32 PM due to technical issues.

5. PRESENTATIONS

5a. Inflow & Infiltration Program FY 2022-2023 Annual Report Presentation (CI 21-015)

John Lewis, Public Works Director, and Kenny Schultz, Project Engineer, presented the I & I Annual Report. They gave an overview of the Inflow and Infiltration reduction program. They explained the program management team, program goals and metrics, program accomplishments, looking ahead to next fiscal year, and I & I projects.

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

Motion made by Commissioner Marl, seconded by Commissioner Mitchell, to approve the consent agenda. The motion carried by the following vote:

Voting Aye: Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Smith, and Commissioner Mitchell

- 7a. Resolution No. 23-17, to Accept the Right-of-Way of Caufield Road
- 7b. Personal Services Agreement with RH2 Engineering, Inc. for the Magnolia Street Sewer Replacement Project (CI 23-010)
- 7c. Amendment No. 1 to the Personal Services Agreement with Wallis Engineering for the Inflow/Infiltration Program Management (CI 21-015)
- 7d. Personal Services Agreement with Consor for the 5 Year Pavement Maintenance Utility Fee (PMUF) Plan 2025-2029 (PS 23-010)
- 7e. Public Improvement Contract with ICON Construction and Development for the Main Street ADA Project (CI 22-013)
- 7f. Minutes of the June 13, 2023 City Commission Work Session

8. PUBLIC HEARINGS**9. GENERAL BUSINESS**

- 9a. Resolution No. 23-21, Adjusting Solid Waste Collection and Disposal Rates Effective September 1, 2023

Dante Posadas, Right-of-Way and Construction Manager, presented on the rate adjustment for solid waste collection. He explained solid waste regulations, current rates, proposed 9.5% rate adjustment, reasons for the rate adjustment, and new services.

There was discussion regarding no rate increase since 2021, incentives to get people to throw away less, Metro rate, good partnership with the City, and recycling items.

Motion made by Commissioner Marl, seconded by Mayor McGriff, to approve Resolution No. 23-21, adjusting solid waste collection and disposal rates effective September 1, 2023. The motion carried by the following vote:

Voting Aye: Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Smith, and Commissioner Mitchell

- 9b. Memorandums of Understanding for Sports Fields

Tony Konkol, City Manager, said based on discussions at the Work Session, the MOUs had been prepared with a \$3 per hour per field fee.

Jonathan Waverly, Parks Operations Manager, said they were committed to work with Oregon City Youth Sports and Oregon City Soccer Club.

There was discussion regarding need for negotiations with the groups, how the MOUs did not reflect how the organizations operated, making it a three to five year agreement instead of one year, previous consensus on the amount, value to reserve park fields, and costs to administer the program.

Commissioner Smith was not in favor until there were negotiations with the sports groups. Commissioner O'Donnell concurred. Commissioner Marl said they were requiring them to pay a fee as part of operating in the City.

Motion made by Commissioner Marl, seconded by Mayor McGriff, to approve the Memorandums of Understanding for sports fields. The motion failed by the following vote:

Voting Yea: Commissioner Marl and Mayor McGriff

Voting Nay: Commissioner Smith, Commissioner O'Donnell, and Commissioner Mitchell

Motion made by Commissioner Marl, seconded by Mayor McGriff, to set the fee at \$3.

Commissioner Mitchell did not want to dictate terms.

The motion failed by the following vote:

Voting Yea: Commissioner Marl and Mayor McGriff

Voting Nay: Commissioner Smith, Commissioner O'Donnell, and Commissioner Mitchell

9c. Request for Subordination of Lien for Deferred SDC Agreement for Holmes Lane

Mr. Konkol said the developer had asked the City to take the second lien position for deferred System Development Charges. Staff recommended retaining the first lien position. He described the project, SDCs owed, other deferred agreements, and municipal code requirements.

Marty Kehoe, resident of Portland, said the reason for the request was to help them get financing for the project. When the project was completed, they would get permanent financing and the SDCs would come first.

There was discussion regarding protecting the taxpayer's assets and how this had not been done before.

Motion made by Commissioner Smith, seconded by Commissioner O'Donnell, to deny the request. The motion carried by the following vote:

Voting Aye: Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Smith, and Commissioner Mitchell

9d. Ordinance No. 23-1008, An Ordinance to Allow the Parks and Recreation Advisory Committee's (PRAC) Bylaws to Determine the Required Number of Annual Meetings

Mr. Konkol explained the request to amend the code to reduce the number of Parks and Recreation Advisory Committee meetings to six per year.

Steve Williams, Parks and Recreation Advisory Committee Chair, said the reason for the change was to encourage PRAC members to participate in other City activities. They could add more meetings if necessary. They were also changing their meeting times to 6 to 9 p.m.

There was discussion regarding the bylaws not available to review, need for more public engagement, reasons for the change, and how this was an amendment to the municipal code so they could approve the change to the bylaws.

This item would be brought back to the next meeting with the bylaws.

10. COMMUNICATIONS

11. City Manager

None

12. Commissioners

None

13. Mayor

Mayor McGriff asked the Commission to let her know if they planned to attend the League of Oregon Cities annual meeting on October 12-14.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 8:55 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, August 02, 2023 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:02 PM.

PRESENT: 5 – Commissioner Adam Marl, Commissioner Mike Mitchell, Commissioner Frank O'Donnell, Commissioner Rocky Smith, Mayor Denyse McGriff

STAFFERS: 10 – City Manager Tony Konkol, City Recorder Jakob Wiley, Parks and Recreation Director Kendall Reid, Economic Development Manager James Graham, Police Captain Shaun Davis, Library Director Greg Williams, Public Works Director John Lewis, Human Resources Director Patrick Foiles, Planning Manager Pete Walter, Building Official Jim Sayers

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

4. CITIZEN COMMENTS

There were no citizen comments.

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

Item 7f was pulled from the consent agenda. The agenda was adopted as amended.

7. CONSENT AGENDA

Motion made by Commissioner Marl, seconded by Commissioner Smith, to approve the consent agenda except 7f. The motion carried by the following vote:

Voting Yea: Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Smith, and Commissioner Mitchell

7a. OLCC: Liquor License Application – Full On-Premises, Commercial, Wayward Hospitality, LLC (dba Wayward Market), 818 Main St., Oregon City

7b. Oregon Patrol Service Agreement

- 7c. Personal Services Agreement with Brown and Caldwell Inc. for the NPDES MS4 and TMDL Support (PS 23-014)
- 7d. Heritage Tree Nomination for an Oregon White Oak adjacent to 506 S. High Street
- 7e. Intergovernmental Agreement (IGA) with Clackamas County for Physical Records Storage and Scanning
- 7f. Temporary Exception to Private Property Construction Hours Associated with the Construction of the Mapelane South Apartment Complex

Commissioner Mitchell asked about heat and the amount of pour needed since October would no longer be hot. Was it necessary in October?

Jeff Sellers, applicant, said the heat was part of it. The slab had to be poured all at one time, which would take about ten hours. He explained the access on new streets, not in the existing subdivision.

Commissioner Mitchell suggested adding language that 4 a.m was not allowed on a Saturday or Sunday.

Motion made by Commissioner Mitchell, seconded by Commissioner O'Donnell, to approve the temporary exception to private property construction hours associated with the construction of the Maple Lane South Apartment Complex with the added language. The motion carried by the following vote:

Voting Yea: Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Smith, and Commissioner Mitchell

- 7g. Cooperative Improvement Agreement with the Oregon Department of Transportation for the Beaver Creek Road ARTS Project
- 7h. 2023-2024 Community Enhancement Grant Awards
- 7i. Minutes of the March 15, 2023 City Commission Meeting
- 7j. Minutes of the April 5, 2023 City Commission Meeting

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

- 9a. First Reading of Ordinance 23-1008, Amending OCMC 2.58.050 to Allow the Parks and Recreation Advisory Committee Bylaws to Determine the Number of Required Meetings

Motion made by Commissioner Marl, seconded by Commissioner Smith, to approve the first reading of Ordinance 23-1008, amending OCMC 2.58.050 to allow the Parks and Recreation Advisory Committee Bylaws to determine the number of required meetings. The motion carried by the following vote:

Voting Yea: Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Smith, and Commissioner Mitchell

10. COMMUNICATIONS

11. City Manager

Shaun Davis, Police Captain, gave an update on code enforcement staffing and after hours voicemail.

Tony Konkol, City Manager, discussed the upcoming Metro event tomorrow.

12. Commissioners

Commissioner O'Donnell spoke about the dredging permit for the Cove.

13. Mayor

Mayor McGriff reported on the Board of Trustees of the Confederated Tribes of the Umatilla Reservation meeting. She thanked staff for the Neighbors Night Out event, Economic Development Department for their Biz Pod program, and Parks and Recreation for the Volunteer Appreciation event.

James Graham, Economic Development Manager, discussed the new entrepreneur loan program and small business grant program.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 7:29 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION WORK SESSION

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, October 10, 2023 at 6:00 PM

CONVENE WORK SESSION AND ROLL CALL

Mayor McGriff convened the meeting at 6:07 PM.

PRESENT: 4 - Commissioner Adam Marl, Commissioner Frank O'Donnell, Commissioner Rocky Smith, Mayor Denyse McGriff

ABSENT: 1 - Commissioner Mike Mitchell

STAFFERS: 5 - City Manager Tony Konkol, City Recorder Jakob Wiley, Human Resources Director Patrick Folies, Police Chief Shaun Davis

FUTURE AGENDA ITEMS

1. List of Future Work Session Agenda Items

Tony Konkol, City Manager, reported that there would be a discussion of the Clackamas Park Master Plan on the following Wednesday. In November, the Commission would hold a joint work session with the City of West Linn, followed by a Destination Marketing Organization Discussion, an update regarding the Willamette Falls Shared Use Path, and a discussion of Code Enforcement Changes.

The items to be discussed with the City of West Linn included I-205, houselessness, and recent information from the Governor's office.

DISCUSSION ITEMS

2. City Commission Employment Issues Training

Dian Rubanoff, the City's labor attorney from Peck, Rubanoff & Hatfield, was present to provide training on employment issues relevant to elected officials. The topics included discrimination claims; protected status and protected activity; Oregon's Fair Workplace Act and elected officials; the First Amendment and whistleblower protections; just cause and progressive discipline; due process and name clearing; and public records and confidentiality.

Mayor McGriff observed that elected officials in Oregon had recently been made mandatory reporters in cases of harassment and similar offences.

There was discussion about how the free speech clause applies to City employees and elected officials in regard to retaliation cases. It was confirmed that retaliation cases of this type were generally brought against employers rather than against elected officials.

There was discussion about an example in the presentation regarding accommodating an employee's disability. It was confirmed that an employer is required to work to accommodate an employee's disability if the employer is informed of said disability.

There was discussion about special requirements for employees when acting as union representatives. It was confirmed that persons duly elected by the union are considered union representatives in these cases, and self-appointed persons are not. Mayor McGriff asked a question about who can be a union representative, and Ms. Rubanoff confirmed that according to Oregon law, a true supervisor cannot be a union representative.

Commissioner O'Donnell asked whether an oral warning ought to be accompanied by a written warning for the sake of records. Ms. Rubanoff advised that an oral warning can be reduced to writing, or that a supervisor can document that an oral warning occurred.

There was discussion about name-clearing hearings that the law requires when an employee is terminated for misconduct. It was clarified that the purpose of such a hearing was to give the employee a public opportunity to respond to the charges, but that it did not have an effect on termination.

Commissioner O'Donnell asked what sort of investigations were covered by the Fair Credit Reporting Act. Ms. Rubanoff explained that this Act applies when an outside investigator is called in and when there will be inquiry about a person's character or reputation.

There was discussion about the value of limiting discussion between public officials and employees with concerns, and making sure to direct those concerns to the right management staff instead.

Commissioner O'Donnell asked about the process of removing a written reprimand from records. Ms. Rubanoff explained that in some cases reprimands are removed automatically after a certain period of time, and in other cases a request had to be made for removal; the process depends on the details of the employee's collective bargaining agreement.

The Commission took a break from 8:42 PM until 8:56 PM.

EXECUTIVE SESSION

3. *The City Commission will adjourn to an executive session and return to the work session thereafter. (ORS 192.660(2)(f), to consider information or records that are exempt by law from public inspection)*

DISCUSSION ITEMS

4. Informational Report on Other Agency Practices on Historic Building System Development Charge (SDC) Assessments

John Lewis, Public Works Director, offered a presentation on historic building system development charges. The presentation touched upon SDC (System Development Charge) Law, and a summary of research on SDCs on fifteen other cities in Oregon. Mr. Lewis also asked the Commission to discuss whether they intended to request SDC exemptions for re-development of historically designated buildings or various other housing types, and whether the City Commission was asking for a reconsideration of any other code provisions.

Mayor McGriff discussed the importance of capitalizing on downtown Oregon City's historic character and of incentivizing middle housing. She suggested that for historic buildings to qualify for SDC reduction,

they ought to be on the City's inventory, or provide the City with evidence of the property's historical significance.

Mr. Konkol suggested setting up a historical restoration grant for developers through the Urban Renewal Commission.

Mr. Lewis suggested the possibility of altering the Look Back Provision. There was also discussion about using Urban Renewal funds to assist in payment of SDCs, which is not an option presently due to the recent ballot measure.

Commissioner O'Donnell suggested treating the issue of SDCs as an Economic Development matter. He also suggested placing a limitation on the Look Back Provision. Furthermore, he suggested that recipients of SDC assistance ought to be expected to invest in the community rather than immediately selling the redevelopment.

There was discussion about offsetting the cost of SDC reductions using money from other departments.

Commissioner Marl suggested instituting a more objective process for SDC appeals that would not require the Commission to examine evidence for buildings' historicity on a case-by-case basis. He also suggested considering historic development grants funded by Economic Development rather than losing SDC funds.

Mayor McGriff asked for a future presentation to update the Commission on the state of downtown infrastructure.

There was consensus that more discussion should be held on incentivizing middle housing.

There was consensus to postpone the City Manager's Report and the Commission Committee Reports for a future occasion, with the following two exceptions:

Mayor McGriff reported that she had received a suggestion for the addition of a Peace Pole at the Oregon Trail Interpretive Center.

Commissioner Marl reported that at the recent C4 Strategy Subcommittee meeting, Staff had reported upon Regional Mobility Pricing Project (RMPP) options, and the Subcommittee had discussed potential partnering between jurisdictions and hiring of a pollster to administer an independent questionnaire to supplement the one administered by the Oregon Department of Transportation (ODOT) on this topic. He reported that the Subcommittee had also discussed Managed Lanes as an alternative to tolling all lanes, and added that ODOT had rejected that suggestion.

CITY MANAGER'S REPORT

5. Update on City Projects

COMMISSION COMMITTEE REPORTS

6. **Commissioner O'Donnell**

- South Fork Water Board

7. **Commissioner Smith**

- Clackamas Heritage Partners
- Oregon City Tourism Stakeholder's Group
- South Fork Water Board

8. Commissioner Marl

- Citizen Involvement Committee Liaison
- Clackamas County Coordinating Committee (C4)
- Clackamas County I-205 Tolling Strategies Committee
- Youth Advisory Committee Liaison

9. Commissioner Mitchell

- Clackamas County Coordinating Committee (C4) – Metro Subcommittee
- Clackamas County I-205 Tolling Diversion Committee (alternate)
- Metro Policy Advisory Committee (MPAC) (alternate)

10. Mayor McGriff

- Clackamas Water Environment Services Policy Committee
- Clackamas Heritage Partners (alternate)
- Downtown Oregon City Association Board
- Metro Policy Advisory Committee (MPAC)
- Oregon City Tourism Stakeholder's Group
- South Fork Water Board
- Willamette Falls and Landings Heritage Area
- Willamette Falls Legacy Project Liaisons
- Willamette Falls Locks Authority
- Youth Advisory Committee Liaison

ADJOURNMENT

Mayor McGriff adjourned the meeting at 9:53 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 11/01/2023

SUBJECT:

Resolution No. 23-24, Permanent Obstruction in a Public Right-of-Way at 920 7th Street

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 23-24, a Resolution to allow a permanent right-of-way permit at 920 7th Street, Oregon City, Oregon for the Proposed Structural Overhangs on 7th Street, Monroe Street and the Public Alley.

EXECUTIVE SUMMARY:

The property owner of 920 7th Street has a permit to construct a new mixed-use building. The property was the former site known as the "Olson Pharmacy Building". The original building was a partial two-story building - staggered with one story in the front and two stories in the back. The original building had no setbacks, from the right-of-way, and had eaves that overhung the sidewalks on 7th Street and on Monroe Street.

The new development will be a mixed-use commercial and residential building. The two-story building will utilize the existing footprint; however, the height will be increased. Small floor plan bump outs are proposed on the second floor with portions of the roof overhanging approximately three feet over the public right-of-way (on 7th Street's sidewalk, Monroe Street's sidewalk and portions of the public alley behind the building). The 7th Street and Monroe Street frontages also include prefabricated fabric awnings. The lowest of these overhangs will be approximately nine feet above the ten-foot-wide public sidewalks. Per Oregon City Municipal Code 12.04.120, these overhangs and bump outs are defined as a "permanent obstruction in the right-of-way."

City Staff have met with the developer and the various utilities abutting the property. The Developer has agreed to modify any utilities in conflict with City Municipal Code 13.34 for franchise utilities. City staff recommend approval of the permanent obstructions (on 7th Street, Monroe Street, and the public alley), as they do not impact pedestrian accessibility, or the existing street trees. The developer will modify existing utilities to conform with City franchise utility standards and ensure proper spacing from the proposed building.

BACKGROUND:

The property was the former Olson Pharmacy building that underwent severe water damage in 2010 and was demolished. Redevelopment began with historical review approvals - in 2012, 2014 and 2020. In February of 2023, building plans were approved for the construction of a new building at 920 7th Street. Despite the past history of building concepts, the encroachment of the second story into the right-of-way was realized in a detailed site plan review completed by Development Engineering in September 2023 after HRB approval and building plan approval.

The historical reviews ensured that historical standards were met, and the proposed new building complied with the character of the existing neighborhood. The renderings used in the building permit application were consistent with those provided in the historical review and land use process. The Historic Review Board approved the proposal (for the overall aesthetics of the building) as it is consistent with the character of the historical neighborhood.

The new building will use the same building footprint limits as the previous Olson Pharmacy - having no setback from the public right-of-way. This new building will differ from the Olson Pharmacy in that it is a full two-story mixed-use development. Commercial space is proposed on the first floor and residential space on the second floor. The overall design is consistent with the character of the surrounding historical neighborhood, per the conditions of the Historical Review Board.

Currently, the building foundations and utilities are under construction. During the initial construction, it was discovered that the second floor and roofline would extend over the public sidewalk by approximately three feet. These extensions are located over the ten-foot-wide sidewalks on 7th Street, Monroe Street, and over the public alley separating the building from its parking lot on Monroe. The overhangs are located approximately nine feet vertically above the existing sidewalk and will not impede pedestrian traffic, or street trees. However, these extensions do hang over the site's property line into the public right-of-way, near the existing overhead utilities, and are considered, "permanent obstructions" that require City Commission approval. Overhead utility line adjustments are anticipated.

If the City Commission approves this obstruction application, the property owner will be required to record a standard maintenance and release agreement for permanent obstruction. The agreement ensures that the City is not liable for any incident related to the obstruction and that the obstruction will be maintained by the owner.

City staff recommend approval of Resolution No. 23-24, to allow the permanent, right-of-way obstruction permit, as the overhangs do not impact pedestrian accessibility, or the existing street trees. The developer will modify existing utilities to conform with City franchise utility standards and ensure proper spacing from the proposed building. The

building's design is also consistent with the character of the historical neighborhood and meets the conditions of the Historic Review Board.

Commission Options:

1. Approve Resolution No. 23-24.
2. Approve Resolution No. 23-24, with specific modifications.
3. Deny Resolution No. 23-24. If City Commission deny Resolution No. 23-24, staff respectfully request guidance on how to proceed.

ATTACHMENTS:

Draft Resolution Text

Exhibit A (of Resolution)

Exhibit B (of Resolution)

RESOLUTION NO. 23-24

A RESOLUTION TO ALLOW A PERMANENT RIGHT-OF-WAY PERMIT AT 920 7th STREET, OREGON CITY, OREGON FOR THE PROPOSED STRUCTURAL OVERHANGS ON 7TH STREET, MONROE STREET AND THE PUBLIC ALLEY

WHEREAS, the new mixed-use building at 920 7th Street proposes to construct portions of 2nd floor, awnings and roof (overhangs) over the public right-of-way (ROW) along the frontages of 7th Street, Monroe Street, and the public alley, as shown in **Exhibit A**; and

WHEREAS, the property owner seeks a Public Works Revocable Permanent Obstruction Permit for obstruction within the public ROW; and

WHEREAS, the property owner shall coordinate with all existing utilities to meet proper spacing standards; and

WHEREAS, Public Works has determined that the proposed structural overhangs do not interfere with pedestrian uses of the ROW; and

WHEREAS, the property owner has or will meet the requirements for a permanent obstruction permit; and

WHEREAS, the Oregon City Municipal Code 12.04.120 requires that permanent obstructions in public rights-of-way be approved by the City Commission by passage of a resolution; and

WHEREAS, following the passage of this resolution, Oregon City Public Works will issue a "Permanent Rights-of-Way Obstruction Permit" which shall include a recorded covenant for maintenance of and release of liability for the overhangs per template **Exhibit B** – Standard Release Covenant.

NOW, THEREFORE, OREGON CITY RESOLVES:

Section 1. Authorize the City Engineer to issue a Permanent Rights-of-Way Obstruction permit at 920 7th Street for the proposed structural overhangs on 7th Street, Monroe Street and the public alley.

Section 2. Approval of Resolution No. 23-24 will take effect immediately upon its adoption.

Approved and adopted at a regular meeting of the City Commission held on the 1st day of November 2023.

Denyse C. McGriff, Mayor

Attested to this 1st day of November 2023:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Resolution No. 23-24
Effective Date: November 1, 2023



MONROE STREET / SOUTH - EAST LEFT ELEVATION

3/16"=1'-0"

REVISD 4.7.23

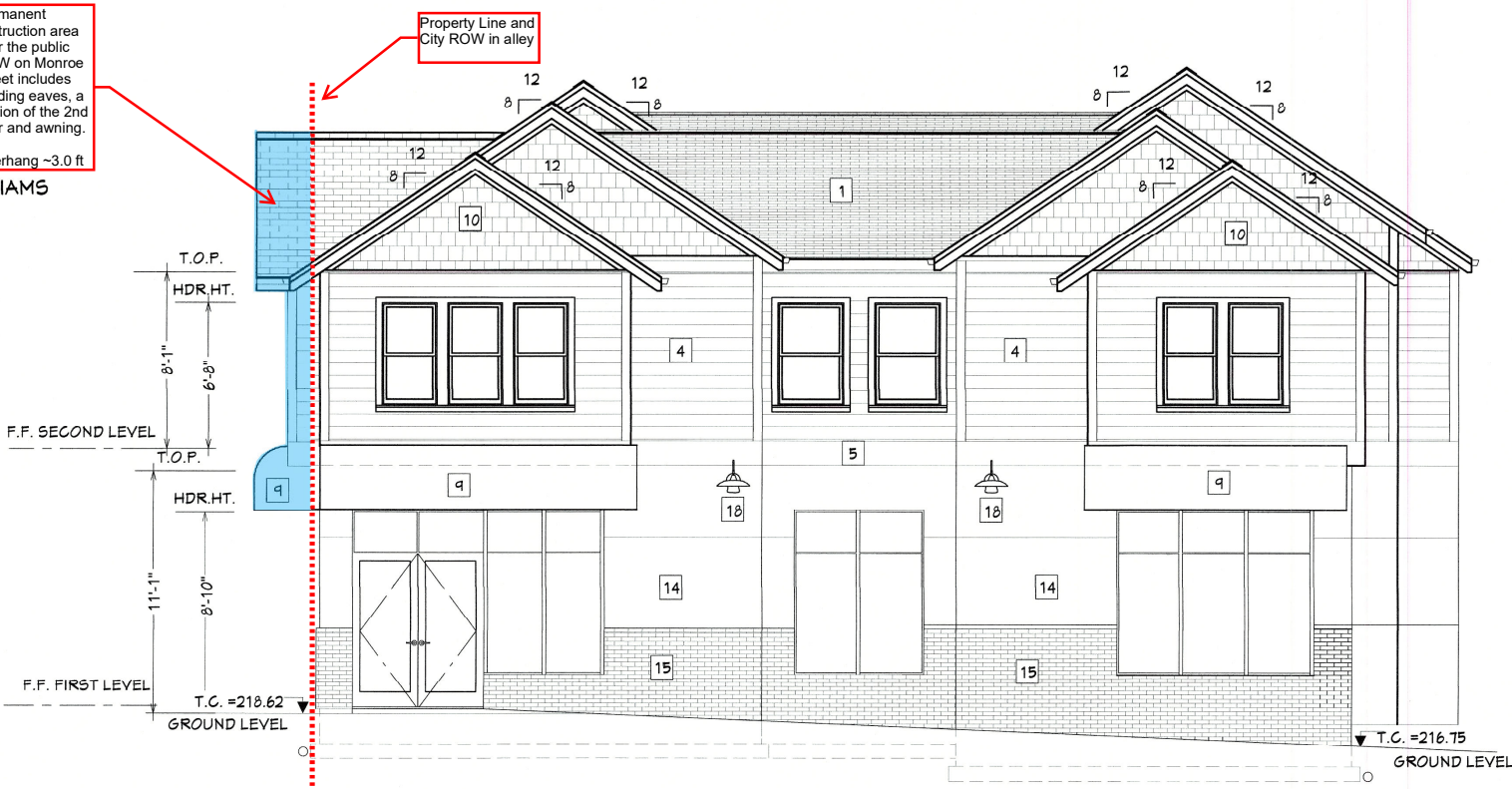
1. ALL DOORS TO BE 6'-8" HIGH AT FIRST AND SECOND FLOOR (U.N.O.)
ALL DOORS TO BE 7'-0" HIGH AT FIRST FLOOR FOR COMMERCIAL (U.N.O.)
2. ALL EXTERIOR WALL SHEATHING TO BE COVERED WITH DRAIN-ABLE WEATHER RESISTIVE BARRIER PER MANUFACTURERS RECOMMENDATIONS , U.O.N.
(WEATHER BARRIER MAY NOT BE SHOWN ON SOME DETAILS FOR CLARITY.
3. ALL DIMENSIONS FROM FACE OF STUD (U.N.O.)
4. LAP SIDING WHERE SHOWN TO HAVE 5" REVEAL AT SECOND FLOOR.
5. CEDAR SHINGLES AT GABLES WHERE INDICATED.
6. THIN BRICK VENEER SET IN CEMENT PLASTER WITH CAP TRIM TO +18" ABOVE FINISH FLOOR.

REVISD 7-4-23

NOTES :

- 1 FIBERGLASS LAMINATE COMPOSITE ROOF SHINGLES-CLASS B (BLACK OR ASPHALT)
- 2 FIBERGLASS LAMINATE COMPOSITE ROOF CAP/ LOW PROFILE RIDGE VENT
- 3 FIBER CEMENT BOARD LAP SIDING WITH 5" EXPOSURE; COLOR: RENWICK GOLDEN OAK SW2824 OR ROOK-WOOD BROWN SW2806 SHERWIN-WILLIAMS
- 4 5/4 X 4 FIBER CEMENT TRIM BOARD
- 5 5/4 X 12 FIBER CEMENT BELLY BAND TRIM BOARD; COLOR: POLISHED MAHOGANY SW2838 SHERWIN-WILLIAMS
- 6 PREFABRICATED METAL BOLT ON BALCONY
- 7 PREFABRICATED METAL BOLT ON GUARDRAIL
- 8 ROOF DOWNSPOUT CHASE TO APPROVED DRAINAGE
- 9 FABRIC AWNING BY AWNING MANUFACTURER
- 10 CEDAR SHINGLE GABLE END; COLOR: DOWNING SEND SW2822 SHERWIN WILLIAMS
- 11 2 X TRIM BD. COLOR: DOWNING STRAW SW2813 SHERWIN-WILLIAMS
- 12 CONTINUOUS 'FASCIA' STYLE GUTTER, GALVANIZED, PRE-FINISHED TO MATCH TRIM
- 13 5/4 X TRIM BOARD
- 14 CEMENT PLASTER ON SELF LEVELING LATH; COLOR SW284 OR SW2806 SHERWIN-WILLIAMS
- 15 THIN BRICK VENEER SET AND CAP SET IN CEMENT PLASTER; NATURAL COLOR
- 16 3/4" CHANNEL REVEAL AT CEMENT PLASTER
- 17 CONTROL JOIST CEMENT PLASTER
- 18 RLM LIGHT FIXTURE (PARKING LIGHTING)

Permanent obstruction area over the public ROW on Monroe Street includes building eaves, a portion of the 2nd floor and awning.
Overhang ~3.0 ft



SEVENTH STREET / NORTH - EAST / FRONT ELEVATION

1/ 4"=1'-0"

CONTRACTOR TO VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS AND NOTIFY ENGINEER IF DIFFERENT PRIOR TO START OF CONSTRUCTION. ALL WORK PER LATEST ADOPTED APPLICABLE CODES - TYP.

A1.1

OLSON APARTMENTS
920 SEVENTH STR
OREGON, OR 97045

DATE: 11-17-22
LIVING AREA:
JOB NO: A19-11-82
DRAWN BY: J. DELSON

REGISTERED PROFESSIONAL
ENGINEER
OREGON
J. DELSON
EXPIRES: 12/31/23

THESE PLANS HAVE BEEN LICENSED TO THE CUSTOMER FOR USE IN THE CONSTRUCTION OF ONE BUILDING ONLY AND ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE ENGINEER. THE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLANS AND DOES NOT INCLUDE THE ECONOMIC OR LEGAL ASPECTS OF THE PROJECT. THE CUSTOMER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE ENGINEER. THE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLANS AND DOES NOT INCLUDE THE ECONOMIC OR LEGAL ASPECTS OF THE PROJECT. THE CUSTOMER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE ENGINEER.

DELSON ENGINEERING, INC.
1204 NE 146TH AVENUE
VANCOUVER, WA 98684
(360) 944-7094

Item 9a.

AFTER RECORDING RETURN TO:

City of Oregon City, City Recorder
P.O. Box 3040
Oregon City, Oregon 97045-0304

City Resolution No.: _____ Public Works Permit No.: _____

Street Address: _____

Tax Map & Lot: _____ PROPERTY OWNER: _____

DECLARATION OF COVENANT OF MAINTENANCE, RELEASE AND INDEMNITY

This COVENANT OF MAINTENANCE, RELEASE AND INDEMNITY ("**Covenant**") is made between

_____, hereinafter referred to as
"**Permittee**", and the CITY OF OREGON CITY, a municipal corporation of the State of Oregon formed
pursuant to ORS Chapter 457 (the "**City**").

RECITALS

A. Permittee is/are the owner(s) of certain real property located in the City of Oregon City, Clackamas
County, Oregon, legally described on **Exhibit A** attached hereto and commonly known as

_____, (address or tax lot),
(the "**Property**").

B. Permittee has applied for City right-of-way permit ("**Permit**") to maintain a permanent obstruction
that is regulated and governed by Oregon City Municipal Code Chapter 12 *Streets, Sidewalks and Public
Places*, Section 12.04.120 *Obstructions Permit required*.

C. The City has approved the Permit through adoption of **Resolution No: 23-24 (Exhibits B attached
hereto)** allowing the following:

_____, ("**Obstruction**").
Description of the obstruction

within the public right-of-way as shown in the "Site Plan" **Exhibit C** attached to this Covenant. The
Obstruction is solely for the Property, contingent on Permittee providing this maintenance covenant and
release to the City for all activities undertaken pursuant to the Permit issued by the City pursuant to Oregon
City Municipal Code section 12.04.120 *Obstructions Permit required*, which requires Permittee to maintain,
and release the City from all damages resulting from, the approved permanent obstruction in the right-of-
way.

D. To protect owners of neighboring properties, the City requires the Permittee to enter this Covenant
as a condition to the City's approval of building permits.

COVENANT

NOW, THEREFORE, Permittee covenants as follows:

In consideration of the issuance of the City Resolution and Permit, the undersigned ("**Permittee**") hereby
covenants and agrees to the following terms:

1. Covenant to Maintain, Repair and Remove. Permittee shall, at their sole expense (no cost to the City), themselves or through qualified independent contractors, at all times maintain the Obstruction in safe condition and good repair, and in compliance with all applicable state and local rules, regulations, and guidelines (including those adopted from time to time by the City) for the general public or remove the Obstruction as directed by the City (the City may at any time for any reason provide a thirty (30) day notice for removal of the Obstruction). Permittee or their representatives, shall obtain proper permits or approvals from the City and shall notify the City in writing 24 hours prior to any construction or repair activities for Obstruction. Furthermore, in the event Permittee fails to comply with this Covenant, Permittee hereby agrees that the City may remove or maintain said Obstruction immediately. Permittee agrees to reimburse City for costs incurred by City when complying with this Covenant as described in Section 3 below.

2. Failures to Perform Covenant. Except in the case of emergency, if the City determines that Permittee is not in compliance with the Covenant described in Section 1, the City or its designee shall give the Permittee written notice to perform maintenance or repair or removal work specified in the notice. If such work is not performed to the City's satisfaction within 30 days of notice, Permittee hereby grants to the City, their employees, independent contractors and designees the right to perform any and all work required to bring said Obstruction into compliance with Section 1 and Permittee hereby agrees to reimburse City for performing work as described in Section 3 below. Permittee agrees that the City or its designee may perform any emergency repair work, as determined by City, without prior notice to Permittee and that Permittee will reimburse City for emergency work as described in Section 3 below.

3. City Under No Obligation. The City, as well as its departments, employees, independent contractors and/or designees shall have no obligation to exercise its rights under this Covenant, including the right under Sections 1 of this Covenant, to perform the work required of the Permittee or to perform any other maintenance or repair of the Obstruction. In addition, neither the City, nor any of its departments, employees, independent contractors and/or designees shall have any liability to Permittee in connection with the exercise or non-exercise of such rights, the maintenance or repair of the Obstruction, or the failure to perform the same.

4. Reimbursement. If City exercises its right to maintain or repair or remove the Obstruction pursuant to Section 1 and/or Section 2, Permittee shall reimburse the City for all costs and expenses incurred in connection therewith within 30 days of receipt of an invoice. If any Permittee fails to pay invoiced amount within such period, such amount shall thereafter accrue interest at a per annum rate equal to prime rate of U.S. Bank (or its successor) plus five percent (5%). Such amount, together with any interest that has accrued, shall be a lien on the Property, which may be foreclosed in accordance with ORS Chapter 88. If Property is owned by more than one person, then each such Permittee shall be jointly and severally liable for payment of the amounts provided for in this Section 4.

5. Liability Coverage. Owners agree to maintain appropriate insurance liability coverage, naming the City as additional insured, per current City policy limit minimums. This includes liability for any condition or activity whether known or unknown, anticipated or unanticipated, during the time of this agreement.

6. **Release.** Permittee does hereby release and forever discharge the City of Oregon City, and its City Commissioners, officers, agents, volunteers and employees (collectively “Indemnitees”) from all claims, liability, loss and demands of whatever kind or nature, either in law or in equity, arising from or related to Permittee’s activity described above and/ or otherwise authorized by the Permit. Without limiting the generality of the foregoing, Permittee understands and agrees that this Covenant discharges each of the Indemnitees from any liability or claim that Permittee may have against any of them with respect to any bodily injury, personal injury, illness, death, or property damage that may arise from or relate to Permittee’s activity described above and/or otherwise authorized by the City’s Decision. Permittee hereby expressly and specifically assumes the risk of injury or harm or damage to person or property with respect to the activity described above or otherwise authorized by the Permit, whether caused by the negligence of any of the Indemnitees or otherwise.

7. **Indemnity.** Permittee hereby agrees to indemnify, defend (with legal counsel acceptable to the Indemnitees) and hold the Indemnitees harmless from all claims, liability, loss, damage, cost or expense, including but not limited to attorney fees and court costs, that the Indemnitees may sustain or incur arising from or relating to Permittee’s activity described above and/or otherwise authorized by the Permit. The foregoing indemnity shall include but not be limited to any claims, liability, loss, damage, cost or expense due to any bodily injury, personal injury, illness, death, or property damage arising from or related to Permittee’s activity described above and/or otherwise authorized by the Permit. In the event that a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Covenant, or with respect to any dispute relating to this Covenant, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys’, paralegals’, accountants’, and other experts’ fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorneys’ fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

8. **Run with the Land.** The parties’ rights and obligations contained herein shall run with the land and inure to the benefit of, and shall be binding upon, the City and Permittee and their respective successors and assigns (including, without limitation, subsequent owners of the Property or lots in the Property and any homeowner’s association owning common areas in the Property).

9. **Interpretation.** The undersigned agrees that this Covenant is intended to be as broad and inclusive as is permitted by the laws of Oregon, and that if any portion of this Covenant is held invalid, it is agreed that the remaining portion shall continue in full force and effect.

10. **Enforcement.** In the event the City is required to enforce the provisions of this Covenant by legal action, the City shall be entitled to recover its attorney fees and court costs incurred in any such action and in connection with any appeals thereof.

11. **Authority.** In the event the undersigned is a limited liability company, corporation or other organization, the individual signing below represents and warrants he/she has authority to execute this Covenant on behalf of such organization.

12. **Binding Effect.** The indemnity described in Section 7, shall be binding upon Permittee’s agents, guests, licensees, heirs, personal representatives, executors, successors and assigns.

13. **Jurisdiction.** In the event of any dispute between the undersigned and any or all of the Indemnitees, such dispute shall be governed by Oregon law and the exclusive jurisdiction for such dispute shall be the State courts for the State of Oregon, and the exclusive venue for such dispute shall be Clackamas County, Oregon.

14. **Compliance with Laws.** Permittee shall comply with all laws, ordinances and regulations, and the terms of any permit issued by the City, applicable to Permittee in connection with Permittee's activity described above.

IN WITNESS WHEREOF, the PERMITTEE has executed this instrument this _____ day of _____, 20____. The person(s) whose name(s) is/are subscribed to the instrument acknowledge that he/she/they executed the instrument in his/her/their legally authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

[Signature Page(s) Follow]

PERMITTEE: _____
As shown on Page 1 (name of organization or individual property owner(s))

Signature No. 1

Signer's printed name

Title (if applicable)

Signature No. 2

Signer's printed name

Title (if applicable)

STATE OF OREGON)

)

County of _____)

This record was acknowledged before me on (month & day) _____, 20____

by _____, as _____
Signer's printed name Title (write "N/A" if not applicable)

of _____
Name of Corporation on whose behalf record is executed (write "N/A" if not applicable)

Stamp notary seal:

WITNESS my hand and official seal.

Signature of Notary Public

My commission expires: _____

Accepted on behalf of the City of Oregon City:

 By: John M. Lewis, Public Works Director

 Attest: Jakob Wiley, City Recorder

Exhibit A - Legal description of the subject property provided by a professional land surveyor, stamped with their seal, and having a 1/8th-inch or larger font size (8.5-inch by 11-inch page).

Exhibit B- Signed Resolution having a 1/8th-inch or larger font size (8.5-inch by 11-inch page is preferred).

Exhibit C - Site plan having a 1/8th-inch or larger font size (8.5-inch by 11-inch page).

NOTE:

Please remit the required processing and recording fee with this document submittal.

Photostatic copies of reduced tax maps may not meet the above described map requirements – verify with the Clackamas County Recorder.

All pertinent documents must be approved and processed by the City of Oregon City prior to the recording of partition & subdivision plats by the Clackamas County Surveyors Office – allow ample time for the City to process this document.



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Pete Walter, Planning Manager

Agenda Date: 11/1/2023

SUBJECT:

Direct the Planning Division to proceed with Zoning Amendments for the Clackamette Park RV Park

STAFF RECOMMENDATION:

Provide direction to staff to proceed with a Comprehensive Plan Map amendment, Zoning Map amendment, and Zoning Code text amendment for parcels 2-2E-30 -00601 and 2-2E-30 -00500 for the future relocation of the Clackamette RV Park.

EXECUTIVE SUMMARY:

An application for Comprehensive Plan Map amendment, Zoning Map amendment, and Zoning Code text amendment for parcels 2-2E-30 -00601 and 2-2E-30 -00500 for the future relocation of the Clackamette RV Park is necessary to implement the approved Clackamette Park Master Plan.

BACKGROUND:

The Clackamette Park Master Plan, Planning Files GLUA-23-00012 / MAS-23-00001, was approved conditionally by the Planning Commission on July 13, 2023.

The City Commission discussed the master plan at a work session on October 18, 2023.

The master plan includes two parcels, 2-2E-30 -00601 and 2-2E-30 -00500 for the future relocation of the city-managed RV park from its current location, which is less than 100 feet from the Willamette River to a more suitable location across Clackamette Drive. The property is currently used for overflow parking from Clackamette Park on an as-needed basis. The subject parcels are zoned MUD – Mixed Use Downtown, which does not permit camping for recreational vehicles.

The zoning code needs to be amended and the parcels rezoned to allow the RV park use.

Once staff receives City Commission direction to proceed, we will prepare public notices for a Planning Commission Public Hearing. Following a Planning Commission recommendation, the application would then be forwarded to the City Commission at a subsequent Public Hearing.

This a Type IV Quasi-Judicial land use decision, governed by *Chapter 17.68 – Zoning Changes and Amendments* of the Oregon City Municipal Code. The proposal consists of three separate amendments, which are reviewed concurrently:

- Amend the Comprehensive Plan Map land use classification from MUD – Mixed Use Downtown to P/QP – Public / Quasi Public.
- Amend the City’s Zoning Map from MUD – Mixed Use Downtown to I – Institutional.
- Amend *Chapter 17.39, I – Institutional District*, section 17.39.030 – Accessory Uses of the Oregon City Municipal Code, and add a new accessory use;

“F. City managed Recreational Vehicle Park for Clackamette Park on parcels 2-2E-30 -00601 and 2-2E-30 -00500

Accessory Uses are permitted outright if they are accessory to and related to the primary institutional use, which in this case is Clackamette Park.

Attached to this report as exhibits are the following figures:

1. Clackamette Park Master Concept Site Plans.
2. Clackamette RV Park (close-up) Concept Layout.
3. Existing Comprehensive Plan Map of subject properties.
4. Existing Zoning Map of subject properties.
5. Aerial map indicating proposed Comprehensive Plan amendment.
6. Aerial map indicating proposed Zoning Map amendment.

OPTIONS:

1. Provide direction to proceed with the proposed amendments.
2. Provide direction not to proceed with the proposed amendments.

BUDGET IMPACT: N/A



NOTICE OF PLANNING COMMISSION DECISION

Date of Public Hearing: July 10, 2023

Date of Mailing of Notice of Decision: July 13, 2023

FILE NUMBERS: GLUA-23-00012
MAS-23-00001 - General Development Plan

APPLICANT: Lango Hansen Landscape Architects, Attn: Brian Martin
1100 NW Glisan St, Ste. 3A, Portland, OR 97209
Representing: Kendall Reid, Director, Oregon City Parks and Recreation Department

OWNER: City of Oregon City
625 Center St, Oregon City, OR 97045

REQUEST: Approval of a Master Plan / General Development Plan for Clackamette Park

LOCATION: 1955 Clackamette Drive and adjacent parcels.
2-2E-30 -00600, 2-2E-30 -00100, 2-2E-30 -00102, 2-2E-30 -00500,
2-2E-30 -00601, 2-2E-30 -01300

ZONING: I – Institutional, MUD – Mixed Use Downtown

REVIEWER: Pete Walter, Planning Manager
Sang Pau, Development Services Project Manager

DECISION: On July 10, 2023, after reviewing all of the evidence in the record and considering all of the arguments made by the applicant, opposing and interested parties, the Oregon City Planning Commission voted 6-0 to approve with conditions the requested Master Plan / General Development Plan application. Accordingly, the Oregon City Planning Commission adopted as its own the Staff Report with Findings and Recommended Conditions of Approval for File Numbers GLUA-23-00012 / MAS-23-00001. The complete record for the Planning Commission decision is on file at the Planning Division.

PROCESS: Type III decisions involve the greatest amount of discretion and evaluation of subjective approval standards, yet are not required to be heard by the city commission, except upon appeal. Applications evaluated through this process include conditional use permits, master plans, variances, code interpretations, similar use determinations and similar discretionary land use decisions. As a result, this decision will be final unless it is appealed. **The decision of the planning commission is appealable to the city commission within fourteen days of the date appearing on this notice of decision.** The requirements for filing an appeal are set forth in OCMC 17.50.190.C. The city commission hearing on appeal is on the record and no new evidence shall be allowed. Only those persons or a city-recognized neighborhood association who have participated either orally or in writing have standing to appeal the decision of the planning commission. Grounds for appeal are limited to those issues raised either orally or in writing before the close of the public record. A city-recognized neighborhood association requesting an appeal fee waiver pursuant to OCMC 17.50.290.C must officially approve the request through a

vote of its general membership or board at a duly announced meeting prior to the filing of an appeal. The city commission decision on appeal from the planning commission is the city's final decision and is appealable to the Land Use Board of Appeals (LUBA) within twenty-one days of when it becomes final.

Type III decisions involve the greatest amount of discretion and evaluation of subjective approval standards, yet are not required to be heard by the city commission, except upon appeal. Applications evaluated through this process include conditional use permits, preliminary planned unit development plans, variances, code interpretations, similar use determinations and those rezonings upon annexation under Section 17.06.050 for which discretion is provided. In the event that any decision is not classified, it shall be treated as a Type III decision. The process for these land use decisions is controlled by ORS 197.763. Notice of the application and the planning commission or the historic review board hearing is published and mailed to the applicant, recognized neighborhood association and property owners within three hundred feet. Notice must be issued at least twenty days pre-hearing, and the staff report must be available at least seven days pre-hearing. At the evidentiary hearing held before the planning commission or the historic review board, all issues are addressed. The decision of the planning commission or historic review board is appealable to the city commission, on the record. A city-recognized neighborhood association requesting an appeal fee waiver pursuant to 17.50.290(c) must officially approve the request through a vote of its general membership or board at a duly announced meeting prior to the filing of an appeal. The city commission decision on appeal from the historic review board or the planning commission is the city's final decision and is appealable to LUBA within twenty-one days of when it becomes final.

PLANNING COMMISSION FINAL CONDITIONS OF APPROVAL

GLUA-23-00012 / MAS-23-00001

(P) = Verify that condition of approval has been met with the Planning Division.

(DS) = Verify that condition of approval has been met with the Development Services Division.

(B) = Verify that condition of approval has been met with the Building Division.

(F) = Verify that condition of approval has been met with Clackamas Fire Department.

1. Future Detailed Development Plans (DDPs) shall comply with the conditional approval of Planning file GLUA-23-00012 / MAS-23-00001 and any amendments within this application. (P & DS)
2. Detailed Development Plans (DDPs) within the master plan area shall provide engineered drainage plan(s), drainage report(s), and design flow calculation report(s) stamped and signed by a licensed engineer addressing all items from Section 9 of the Public Works Stormwater and Grading Design Standards. (DS)
3. The developer for future DDPs shall obtain a 1200-C (NPDES) permit from Oregon Department of Environmental Quality (DEQ) for construction activities one acre or greater prior to receiving any city permits for construction. (DS)
4. If construction activities are proposed within the jurisdiction of Oregon State Division of State Lands (DSL) and/or United States Army Corps of Engineers (USACE), the developer shall obtain permits from those government agencies. (DS)
5. If construction activities are proposed within the jurisdiction of Oregon State Department of Fish and Wildlife (ODFW), the developer shall obtain permits from those government agencies. (DS)
6. Each individual phase of the master plan shall submit or address all items in section 16.12.014 of the Oregon City Municipal Code based on the timing requirements contained therein and as deemed applicable by the City. (DS)

7. Project C1 of the Transportation System Plan (TSP) shall be completed with completion of the RV Park located on the south side of Main Street. TSP projects S1 and W2 shall be completed by when the master plan completes more than 75% of the master plan.
 - S1 – Shared-Use Path (this path will fulfill a portion of Regional Trail R1): Add a 10-foot-wide (or wider) shared-use path on the north side of the Main Street which connects to the pedestrian path for the park.
 - W2 – Main Street Sidewalk Infill. (A shared-use path added per project S1 may fulfill a portion of this): Construction sidewalk along the frontage of the development properties (along Main Street and Clackamette Drive).
 - C1 – Clackamette Drive Crossing. Provide an ADA compliant crosswalk (including ADA compliant curb ramps) and pedestrian activated signal from Clackamette Park overflow lot to the Clackamette Park entrance. (DS)
8. Street trees shall be placed in 5'x5' tree wells or in other acceptable locations, as prescribed by OCMC 12.08. Tree wells, if utilized, shall not encroach into the 10-foot-wide pedestrian path required along the frontage of the development. The Detailed Development Plan (DDP) proposed with this master plan shall provide 10-foot-wide sidewalk with 5'x5' tree wells along the west side of Clackamette Drive or provide an ADA compliant 10-foot-wide (or wider) shared use path which provides pedestrian connectivity between Main Street and Clackamette Drive (this path will also fulfill Regional Trail R1). (DS)
9. The DDPs proposed with this master plan shall provide street lights along all street frontages in conformance with all City standards, specifications, codes, and policies and as approved by Portland General Electric (PGE). The applicant shall submit photometric plans.
10. Entry points for accessways (sidewalks & shared-use paths relating to TSP S1 & W2) shall align with pedestrian crossing points along adjacent streets and with adjacent street intersections. (DS)
11. Accessways (sidewalks & shared-use paths relating to TSP S1 & W2) shall be free of horizontal obstructions and have a nine foot six inch high vertical clearance to accommodate bicyclists. (DS)
12. Accessway (sidewalks & shared-use paths relating to TSP S1 & W2) lighting shall be a minimum level of one-half-foot-candles, a one and one-half foot-candle average, and a maximum to minimum ratio of seven-to-one and shall be oriented not to shine upon adjacent properties. Street lighting shall be provided at both entrances. (DS)
13. Accessways (sidewalks & shared-use paths relating to TSP S1 & W2) shall comply with Americans with Disabilities Act (ADA). (DS)
14. Accessways (sidewalks & shared-use paths relating to TSP S1 & W2) shall be designed to prohibit unauthorized motorized traffic (E.G. lockable bollards). (DS)
15. Accessway (sidewalks & shared-use paths relating to TSP S1 & W2) surfaces shall be paved with all-weather materials as approved by the City. (DS)
16. The applicant shall provide a covenant over the pedestrian and bicycle accessways which are not part of an existing or proposed public right-of-way and be responsible for the future maintenance and liability. (DS)
17. Detailed development plan (DDPs) associated with this master plan shall demonstrate compliance with intersection mobility standards per 16.12.033. If there are adverse impacts to the McLoughlin Boulevard & Dunes Drive intersection, future DDPs shall coordinate the Oregon Department of Transportation for a remedy. (DS)

18. Driveways shall meet the minimum driveway spacing standards identified in Table 16.12.035.A. (DS)
19. Driveways shall meet the minimum driveway width standards identified in Table 16.12.035.D (specifically for Collector Streets). (DS)
20. Driveways shall meet standards identified in 16.12.035.H. (DS)
21. The DDPs proposed with this master plan shall provide, at a minimum, a 5-foot-wide public utility easement (PUE) along all property lines fronting existing or proposed right-of-way. (DS)
22. The DDPs proposed with this master plan shall coordinate with Water Environment Services (WES) to ensure subsequent DDPs and the existing and proposed WES sanitary sewer mains are not in conflict. (DS)
23. The DDP(s) proposing water infrastructure work shall abandon the existing cast iron mains/services entering the development property per Oregon City Water Distribution System Design Standards. Water service connections shall be from the existing 12-inch ductile iron water main within Main Street or Clackamette Drive, and compliant with the Oregon City Water Distribution System Design Standards. (DS)
24. New franchise utilities for DDPs shall be placed underground and all existing overhead utilities adjacent to the property frontage shall be relocated underground unless deemed infeasible by the City and franchise utility provider(s). (DS)
25. The property owner(s) shall sign a Restrictive Covenant Non-Remonstrance Agreement for the purpose of making storm sewer, sanitary sewer, water or street improvements in the future that benefit the property and all fees associated with processing and recording the Non-Remonstrance Agreement shall be paid. (DS)
26. If construction is proposed within the geologic hazard overlay district with the DDPs associated with this master plan, those DDPs shall address the requirements of chapter 17.44. (DS)
27. All structures included in the park development will be reviewed for full compliance with the floodplain management overlay district regulations in OCMC 17.42 and other applicable regulations at the time of Detailed Development Plan review. (P)
28. When a Detailed Development Plan is proposed, the applicant shall provide a summary and description of the uses allowed outright (exempted) within the Natural Resources Overlay District and the approximate area of the project site devoted to such uses. Specifically, areas devoted to habitat restoration and enhancement shall be differentiated from areas of new NROD impact that require mitigation. (P)
29. At the time of detailed development plan the applicant shall provide a parking analysis for approval by the Community Development Director to assure that parking is sufficient and appropriate for the proposed park use. (P)
30. Should the applicant request any adjustments to the development code at the time of Detailed Development Plan submittal, those adjustments shall be reviewed through a Type III process pursuant to the OCMC 17.65.070 unless the code provides otherwise. (P)
31. This master plan shall expire twenty years from the date of issuance of the Notice of Decision pursuant to 17.65.040(F). (P)
32. To permit parcels 2-2E-30 -00601 and 2-2E-30 -00500 to be used for a city-owned RV park, the following zoning amendments will be necessary.
 1. Zoning Code text amendment. Amend the zoning code to allow overnight camping in a recreational vehicle as a permitted use in the I - Institutional Zone District.

2. Comprehensive Plan map amendment. Amend the Comprehensive Plan map to change the current comprehensive plan designation of parcels 2-2E-30 -00601 and 2-2E-30 -00500 from Mixed Use Downtown to P – Public.
3. Zoning Map amendment. Amend the Zoning map to change the zoning of parcels 2-2E-30 -00601 and 2-2E-30 -00500 from Mixed Use Downtown to I – Institutional.

The three processes described above may be pursued concurrently, but require a separate Type IV process pursuant to OCMC 17.68 – Zoning Changes and Amendments, which should occur independently following approval of this master plan. As a condition of approval of this master plan and prior to the approval of a detailed development plan or any other site specific development plan for the city-owned RV park on parcels 2-2E-30 -00601 and 2-2E-30 -00500, the applicant shall seek approval of a comprehensive plan and zoning amendments identified above. If the zone changes for parcels 2-2E-30 -00601 and 2-2E-30 -00500 are not approved, the applicant shall apply to amend the master plan to remove parcels 2-2E-30 -00601 and 2-2E-30 -00500 from the proposal, propose an alternative location for the RV park use, or an alternative use that is allowed in the Mixed Use Downtown zone. (P)













Clackamette RV Park Conceptual Layout (indicated by orange "11")

City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

Submittal for Zoning Amendment

Item 9b.

2-2E-30 -00601

Proposed Zoning change
from Mixed Use Downtown (MUD)
to Institutional (I)

2-2E-30 -00500

Proposed Zoning change
from Mixed Use Downtown (MUD)
to Institutional (I)

Clackamette Dr

McLoughlin Blvd

Oregon City Shopping Center

#123

2010

The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, or surveying purposes. Notification of any errors is appreciated.



0 100 200 Feet

1 inch = 100 feet

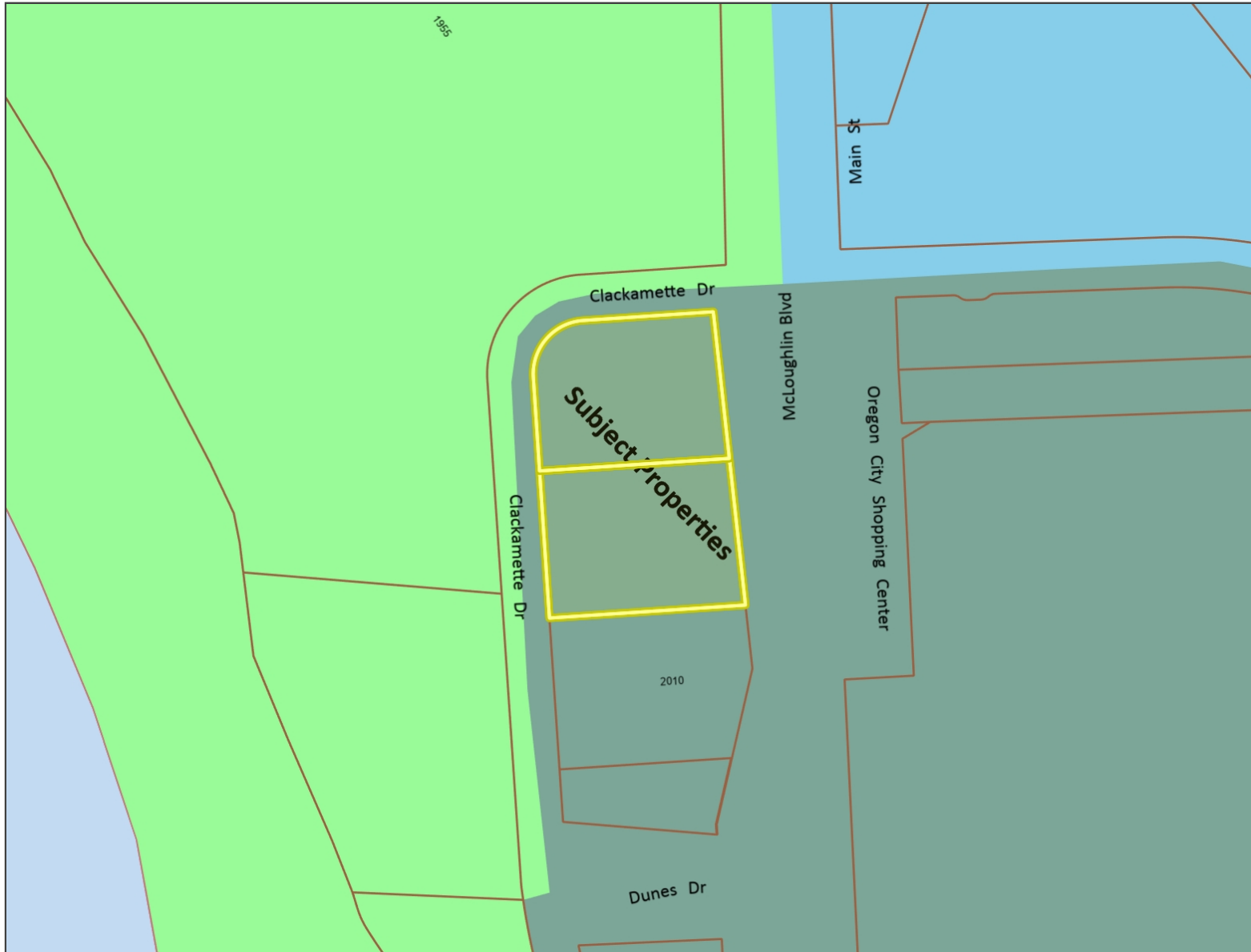
City of Oregon City
P.O. Box 3040
625 Center St
Oregon City, OR 97045
503-657-0891 phone
503-657-6629 fax
www.oregocity.org



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Oregon City GIS Map

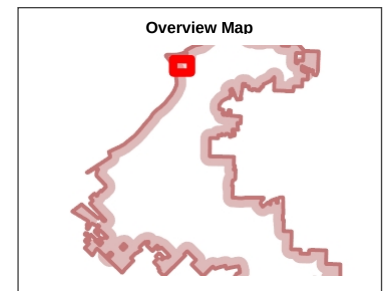
Item 9b.



Legend

- Street Names
- Taxlots
- Unimproved ROW
- Comprehensive Plan
 - LR - Low Density Residential
 - MR - Medium Density Residential
 - HR - High Density Residential
 - Mixed Use-Corridor
 - Mixed Use-Downtown
 - C - Commercial
 - Mixed Use-Employment
 - I - Industrial
 - QP - Public/Quasi Public
 - P - Parks
 - Future Urban
- City Limits
- UGB
- Basemap

Notes



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Map created 9/7/2023



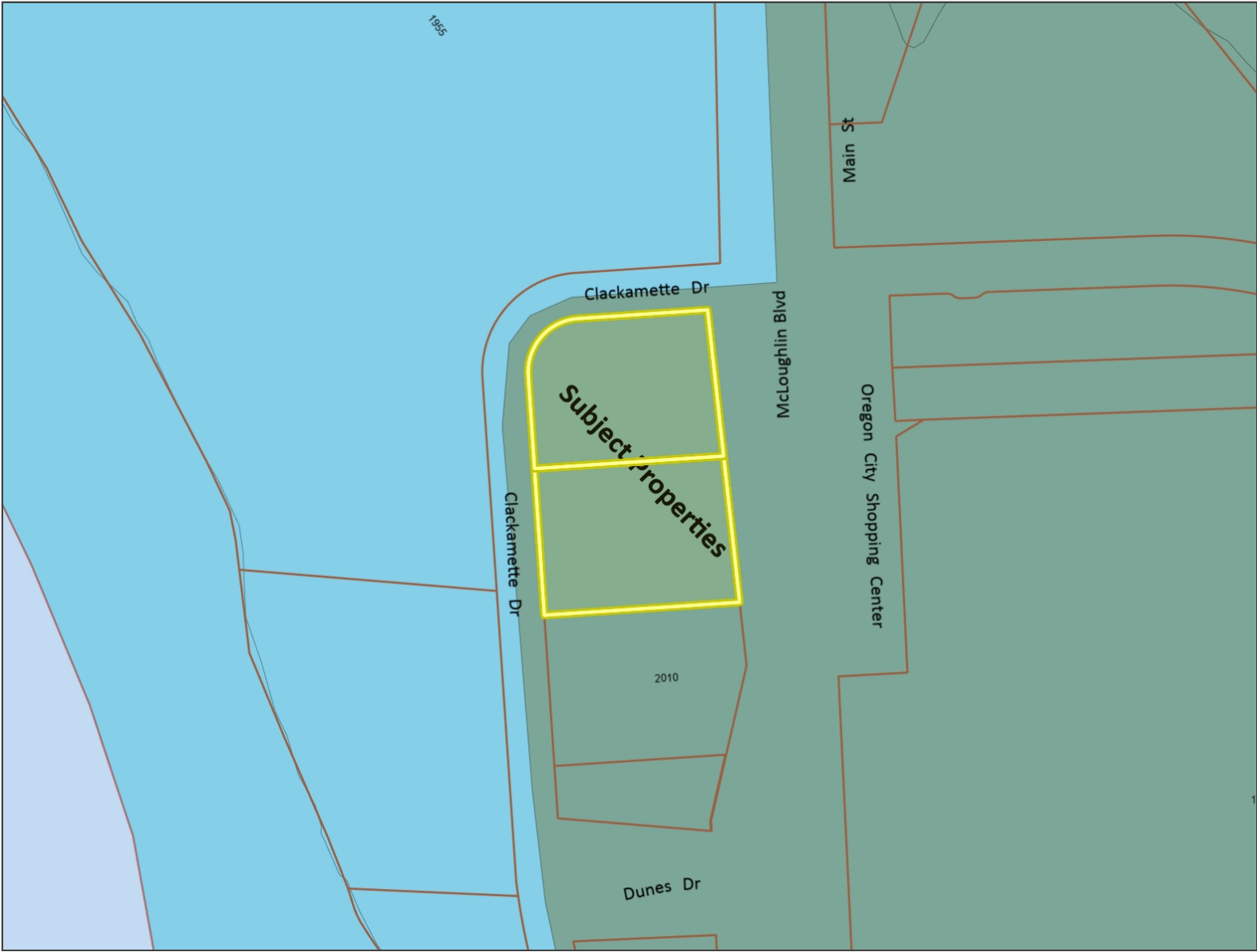
0 200 400 Feet

1: 2,400

Clackamette RV Park Site - Existing Comprehensive Plan Map

City of Oregon City
PO Box 3040
625 Center St
Oregon City
OR 97045
(503) 657-0891
www.orecity.org





Legend

Street Names

Taxlots

Unimproved ROW

Zoning

- R-10 - Single Family Dwelling
- R-8 - Single Family Dwelling
- R-6 - Single Family Dwelling
- R-5 - Single Family Dwelling
- R-3.5 - Medium Density Residential
- R-2 - Multi-Family Dwelling
- C - General Commercial
- MUC-2 - Mixed Use Corridor 2
- MUC-1 - Mixed Use Corridor 1
- NC - Neighborhood Commercial
- HC - Historic Commercial
- WFDD - Willamette Falls Downtown Di
- MUD - Mixed Use Downtown
- MUE - Mixed Use Employment
- CI - General Industrial

Notes



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Map created 9/7/2023



0 200 400 Feet

1: 2,400

Clackamette RV Park Site - Existing Zoning Map

City of Oregon City
PO Box 3040
625 Center St
Oregon City
OR 97045
(503) 657-0891
www.orc.org



City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

Submittal for Comprehensive Plan Amendment

Item 9b.

2-2E-30 -00601

2-2E-30 -00500

2010

Proposed Comprehensive Plan change
from Mixed Use Downtown (MUD)
to Public/Quasi Public (QP)

Proposed Comprehensive Plan change
from Mixed Use Downtown (MUD)
to Public/Quasi Public (QP)

Main St

Oregon City Shopping Center

McLoughlin Blvd

Clackamette Dr

#123

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0 100 200 Feet

1 inch = 100 feet

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Date: 9/5/2023

Map Name: RV Park New Location.aprx|Comp Submittal - 8.5x11P

Plot Name: RV Park New Location Comp Submittal - 8.5x11P - 20230905.pdf



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Tony Konkol, City Manager

Agenda Date: November 1, 2023

SUBJECT:

Business License - Municipal Code Modifications (Chapter 5.04)

STAFF RECOMMENDATION:

Staff recommends approval of the second reading of proposed Ordinance 23-1005.

EXECUTIVE SUMMARY:

The City Commission approved the first reading of proposed Ordinance 23-1005 on October 18, 2023. During its October 4th work session, the City Commission reviewed a list of recommended revisions associated with Oregon City's Business License program reviewed. If these revisions are enacted, it will be necessary to modify the City's municipal code.

Staff has prepared a redlined version of the business license section of Oregon City's Municipal Code. In addition, a clean copy version of the revised municipal code is also provided.

BACKGROUND:

Business licenses are instituted primarily in the public's interest. Licensing businesses ensure that they will comply with applicable laws and ordinances in a manner which does not detract from public health, safety, and welfare.

During its October 4th work session, the City Commission reviewed recommendations to modify Oregon City's Business License Program.

The recommendations include the following:

- Generally, vendors and/or businesses that are selling a product and/or service are required to obtain and pay for a business license.

- Maintain the current calendar year licensing period, Jan. to Dec.
- Eliminate the current non-refundable \$60.00 application that is being applied to new applications only.
- Reduce the number of employee-based categories from four to three.
- The \$78 Community Safety Advancement Fee (“CSAF”) must remain in place. (OCMC 13.36.040). Minus the CSAF, the remaining balance of the business license fee reflects the “**net**” business license charge.
- Change the net business license fee to reflect a 50% reduction in the second year of renewal and beyond.
- Homebase businesses located within Oregon City’s legal boundaries currently pay \$100. It is recommended that business license renewals for homebase businesses be reduced to \$50 in order to be more equitable with other Oregon City Business License Fees. CSAF is not included in this fee.
- Any new businesses applying for OC business license will be charged business license fees for first year business applications; however, no application fee will be charged.
- The renewal period would be from December 1st to January 31st.
- Establish a revised renewal license fee, 50% of the first-year business license fee as indicated below:

New Business License Structure:

FIRST YEAR LICENSE AMOUNTS

	<u>NUMBER OF EMPLOYEES</u>	<u>FIXED PLACE OF BUSINESS WITHIN CITY</u>	<u>NO FIXED PLACE OF BUSINESS WITHIN CITY</u>
Commercial Business	1-25	\$178	\$228
	26-50	\$286	\$390
	51+	\$394	\$552

*Amounts above include the \$78 Community Safety Advancement Fee. (OCMC 13.36.040)

RENEWAL (2ND YEAR+) LICENSE AMOUNTS

	<u>NUMBER OF EMPLOYEES</u>	<u>FIXED PLACE OF BUSINESS WITHIN CITY</u>	<u>NO FIXED PLACE OF BUSINESS WITHIN CITY</u>
Commercial Business	1-25	\$128	\$153
	26-50	\$182	\$234
	51+	\$236	\$315

*Amounts above include the \$78 Community Safety Advancement Fee. (OCMC 13.36.040)

- Prorate the license fee monthly (new applicants only)
- Charge a late fee of \$125 per month beginning February 1st. with a cap of \$500 (existing business license accounts).
- Farmers Market – require only the primary organizer to obtain and pay for a business license- (submit a list of participating vendors one day before starting activity each day to Economic Development Dept.).

- Events in the public rights-of-way – require only the organizer to obtain and pay for the business license (submit a list of vendors one day before starting activity to Economic Development Dept.).
- Add a temporary business license category for businesses or vendors.
 - Two-week temporary license for \$50, no limit on the number of times a license is granted.
- Exemptions
 - Vendors that are under the direction of an event organizer are not required to obtain a business license.
 - Residential and commercial builders who have a valid builder's business license issued by the Metropolitan Service District and who do not have an office within the City are exempt from obtaining an Oregon City Business License.
 - Garage sales
 - Nonprofit organizations with proof of 501(C)(3) status are required to obtain a business license but there is no fee.

Modifications to Oregon City's Municipal Code (Business License Section):

If the recommended modifications associated with Oregon City's Business License program be approved Municipal code modifications impacting the same will be necessary.

OPTIONS:

1. Approve the second reading of proposed Ordinance 23-1005
2. Deny the second reading of proposed Ordinance 23-1005
3. Proposed amendments to proposed Ordinance 23-1005

BUDGET IMPACT:

Amount: The proposed business license fee adjustments are estimated to reduce the revenue generated through the business license program by approximately \$70,000 to \$80,000 per year. Per OCMC 5.04.040 – all monies received from licenses issued shall be accounted for separately and dedicated, after payment of costs, to economic development and administration. 75% of the yearly revenue is distributed to the Finance Department and 25% of the yearly revenue is distributed to the Economic Development Department, resulting in an approximately \$57,000 per year reduction in revenue to the Finance Department and an approximately \$19,000 reduction in revenue per year to the Economic Development Department.

FY(s):

Funding Source(s):

ORDINANCE NO. 23-1005

AN ORDINANCE OF THE CITY OF OREGON CITY REVISING THE CITY CODE MUNICIPAL CODE TITLE 5.04 – BUSINESS LICENSES

WHEREAS, Licensing businesses ensure that they will comply with applicable laws and ordinances in a manner which does not detract from public health, safety, and welfare. and

WHEREAS, Title 5 entitled “Business Licenses and Regulations” currently governs the City’s Business Licensing Program; and

WHEREAS, The City Commission held a discussion on this topic directing staff to conduct research as to how other communities are applying business license requirements including for farmers’ markets and events; and

WHEREAS, The City Commission has identified fees and processes that can be improved in the business license regulations that will improve the licensing process for businesses in Oregon City, consistent with processes and fees throughout the region; and

WHEREAS, During its October 4th work session, the City Commission reviewed a list of recommended revisions associated with Oregon City’s Business License program reviewed.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. Oregon City Municipal Code section 5.04 is amended as included in Exhibit A to this ordinance.

Read for the first time at a regular meeting of the City Commission held on the 18th day of October, and the City Commission finally enacted the foregoing ordinance this 1st day of November, 2023.

DENYSE C. MCGRUFF
Mayor

Attested to this day of ,

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

- **Title 5 - BUSINESS LICENSES AND REGULATIONS**
- **Chapter 5.04 - BUSINESS LICENSES^[1]**

Footnotes:

--- (1) ---

Editor's note— Ord. No. 10-1014, § 1, adopted Mar. 16, 2011, amended Ch. 5.04, in its entirety to read as herein set out.

- **5.04.010 - Purpose.**

In order that business, manufacturing, pursuits, professions and trade be carried on and conducted in the city in a profitable and peaceful manner, it is necessary that the same be regulated and safeguarded. (Ord. 01-1001 [§1](#)(part), 2001: prior code §5-2-2(part))

(Ord. No. 10-1014, § 1, 3-16-2011)

- **5.04.020 - Definitions.**

As used in this title, the following words and terms shall have the meanings herein ascribed to them, unless the content makes such meaning repugnant thereto:

"Business" means any trade, profession, occupation or pursuit of every kind conducted in the city for gain.

"Business license manager" means the Oregon City finance director or a person or persons designated by the finance director to act on behalf of the city for purposes of this chapter.

"City" means the city of Oregon City, Oregon.

"City manager" means the Oregon City manager or a person or persons designated by the city manager to act on behalf of the city for purposes of this chapter.

"Commission" or "city commission" means the city commission of Oregon City, Oregon.

"Food stuffs" means any article of food intended to be sold or used for human consumption, and shall also include tobacco in all forms, and beverages.

"House" means and includes hotels, rooming and lodging houses where rooms are equipped for sleeping purposes and are rented for periods of less than thirty days.

"Person" means any person, firm, co-partnership, association, joint venture, syndicate, society or domestic or foreign corporation, and includes fraternal organizations, clubs, lodges and similar places or establishments employing full-time or part-time employees in any business for gain which is not specifically exempt from the provisions of this chapter by the Constitution, laws or regulations of the United States or of the state.

"Retail" means any sale direct to the consumer or user for consumption or use and not for resale purposes.

"Street" means any street, alley, avenue, highway, court or land in the city.

"Transient merchant" means every person engaged or participating in a temporary or transient business of selling or exhibiting for sale goods, wares or merchandise in any room, building or structure, whether he be associated with any local dealer or not, unless such temporary or transient business is conducted upon the premises regularly occupied by the local dealer. (Ord. 01-1001 [§1](#) (part), 2001: prior code §§5-1-1 and 5-2-1)

(Ord. No. 10-1014, § 1, 3-16-2011; Ord. No. 16-1001, § 1(Exh. A), 3-16-2016)

- **5.04.030 - Exemptions.**

The following business activities shall be exempt from the requirement of this chapter:

- A. Any person whose income is based solely on an hourly, daily, weekly, monthly or annual wage;
- B. Any person conducting a garage sale or other isolated sale not on a continuing basis where the merchandise is composed of the real or personal property of the seller not acquired for the purpose of resale. (Ord. 01-1001 [§1](#) (part), 2001: prior code §5-2-2 (part))
- C. Residential and commercial contractors and landscapers who have a valid regional contractor's business license issued by Metro and who do not have a principal place of business within the City.
- D. Vendors that are under the direction of an event, such as vendors at a farmer's market or street fair.

(Ord. No. 10-1014, § 1, 3-16-2011)

- **5.04.040 - Disposition of proceeds.**

All monies received from licenses issued hereunder shall be accounted for separately and dedicated, after payment of costs, to economic development and administration.

(Ord. 01-1001 §1 (part), 2001: prior code §5-2-3)

(Ord. No. 10-1014, § 1, 3-16-2011; Ord. No. 15-1001, § 2, 3-18-2015)

- **5.04.050 - Presumption of business.**

Any person that advertises or otherwise holds himself out to the public as engaged in any business, profession, trade or calling for which a license is required, shall be conclusively presumed as holding himself out to the public as so engaged, and shall pay such license fee as required by this chapter. (Ord. 01-1001 [§1](#) (part), 2001: prior code §5-2-4)

(Ord. No. 10-1014, § 1, 3-16-2011)

- **5.04.060 - License—Required.**

No person shall carry on any business within the City without first obtaining a license therefor. Nor shall any person carry on any such business without complying with the provisions of this chapter. No license shall be issued to any business prohibited by local, state or federal law. (Ord. 01-1001 §1 (part), 2001: prior code §5-2-5)

A. Businesses and solicitors operating within the legal boundaries of Oregon City for up to two weeks or less will be required to obtain temporary business licenses. There shall be no limit on the number of temporary business licenses issued. The cost of such licenses shall be established by resolution.

B. Nonprofit organizations with proof of 501 (C)(3) status are required to obtain a business license but no license fee shall be required of such organizations.

C. Primary organizer(s) of an event held in the public rights-of-way require only the organizer(s) to obtain and pay for a business license. A list of vendors shall be submitted one day before the event to the city.

D. Primary event organizer(s) of farmers' markets are required to have and pay for a business license. Participating vendors are not required to have or pay for a business license. The primary organizer(s) will submit a list of vendors one day prior to the start of the operation to the city.

(Ord. No. 10-1014, § 1, 3-16-2011; Ord. No. 12-1003, § 1, 4-4-2012; Ord. No. 16-1001, § 1(Exh. A), 3-16-2016)

- **5.04.070 – License—Application.**

A. Any new business that is not in operation on or before the month of January and that desires to conduct business within the city shall make application for the license required by this chapter to the business license manager before starting a business.

B. The chief of police, chief of the fire department, city engineer, code compliance officer, other departments and/or their agents and subordinates, are directed and empowered to review license applications for the purpose of determining whether a proposed business license complies with all building, zoning, signage, fire and police and other legal requirements.

C. Incomplete applications will expire if not completed within thirty days. In the event a license application expires, the applicant may reapply for the business license.

(Ord. 01-1001 §1 (part), 2001: prior code §5-2-6)

(Ord. No. 10-1014, § 1, 3-16-2011; Ord. No. 16-1001, § 1(Exh. A), 3-16-2016)

Editor's note— Ord. No. 16-1001, § 1(Exh. A), adopted March 16, 2016, changed the former § 5.04.070 catchline, to read as set out herein. The former section catchline previously read: "License—Application—Proration of fees."

- **5.04.080 - Examination of business premises—Hearing—Suspension or issuance.**

A. The chief of police, chief of the fire department, city engineer, code compliance officer, other departments and/or their agents and subordinates, are directed and empowered to investigate and examine all places of business licensed or subject to license under the terms of this chapter at any time and all reasonable times in accordance with applicable law for the purpose of determining whether such

place of business is safe, sanitary and suitable for the business so licensed or for which application for license is made.

B. In the event it is determined by such officers or their agents that any such place of business is dangerous to public health, safety, welfare or is likely to become or is at that time a public menace or nuisance, the business license manager shall send by certified mail to the concerned business, notification of a hearing to be held before either the Oregon City Municipal Court or the Oregon City Code Hearings Office. The purpose of the hearing shall be to determine whether the concerned business shall be permitted to receive a city business license, or if the concerned business had previously been issued a city business license, whether such license should be suspended or revoked.

C. The notification to the concerned business shall set forth the time and place of the hearing and will cite specific incidents that constitute the basis for the determination by the chief of police, chief of the fire department, city engineer, code compliance officer, other departments and/or their agents and subordinates, that the concerned business is dangerous to either public health, safety, welfare or is likely to become or is at the present time a public menace or nuisance.

D. At the hearing on the question of whether the business license should be issued, or if previously issued, whether it should be suspended or revoked, evidence or testimony shall be received and considered only when such evidence or testimony is relevant to the cited incidents or offenses contained in the notification to the concerned business. If a determination is made that all or a portion of the incidents or offenses set out in the notification to the concerned business are supported by substantial evidence, the Oregon City Municipal Court or Oregon City Code Hearings Office shall refuse to issue a business license to the concerned business, or if a business license has previously been entered, shall suspend or revoke such license. The decision of the Oregon City Municipal Court or the Oregon City Code Hearings Office shall be the final decision of the city.

E. Any investigation having been satisfactorily completed without a determination by the city officials that the business is dangerous to public health, safety, welfare or is likely to become or now is a public menace or nuisance, or if such a determination has been so made, and if the Oregon City Municipal Court or the Oregon City Code Hearings Office finds that such determination is not supported by substantial evidence, a license shall be issued by the business license manager. (Ord. 01-1001 [§1](#) (part), 2001: prior code §5-2-7)

(Ord. No. 10-1014, § 1, 3-16-2011; Ord. No. 16-1001, § 1(Exh. A), 3-16-2016)

Editor's note— Ord. No. 16-1001, § 1(Exh. A), adopted March 16, 2016, amended § 5.04.080 to read as herein set out. Former § 5.04.090, pertained to License—Suspension or issuance—Public hearing, and was incorporated, verbatim, into § 5.04.080 as subsection D. A new subsection E. of § 5.04.080 was added.

- **5.04.090 - License—Denial, suspension or revocation—Appeal.**

If the issuance of a business license is denied, or if a business license is suspended or revoked, by a reviewing department, for reasons other than a determination set out in [Section 5.04.080](#), the business license manager shall send to the applicant/license holder, by certified mail, written notice of the denial or revocation and of the right to an appeal. The denial or revocation of the license is final unless the applicant/license holder appeals the decision in writing to the city manager within ten business days of

receipt of the notification. The city manager shall, within ten business days after the appeal is filed, consider all the evidence in support of or against the action appealed and render a decision either sustaining or reversing the denial, suspension or revocation. The decision of the city manager shall be the final decision of the city. (Ord. 01-1001 [§1](#)(part), 2001: prior code §5-2-8)

(Ord. No. 10-1014, § 1, 3-16-2011; Ord. No. 16-1001, § 1(Exh. A), 3-16-2016)

- **5.04.100 - License—Suspension or revocation—Effect.**

If a business license is suspended or revoked, the concerned business shall immediately cease conducting any and all businesses within the city. Any business that continues to conduct business within the city subsequent to a suspension or revocation shall be subject to the same fine and penalties as if such business had never obtained a city business license and was carrying on a business within the city without such a business license. (Ord. 01-1001 [§1](#)(part), 2001: prior code §5-2-9)

(Ord. No. 10-1014, § 1, 3-16-2011)

- **5.04.110 - License—Issuance.**

The business license manager shall review the application and, if it complies with all requirements of this chapter, including being legally allowed to operate in the city and all fees having been paid, the business license manager shall issue a license within thirty days of application being complete. (Ord. 01-1001 [§1](#)(part), 2001: prior code §5-2-11)

(Ord. No. 10-1014, § 1, 3-16-2011; Ord. No. 16-1001, § 1(Exh. A), 3-16-2016)

- **5.04.120 - Effect of license issuance.**

The issuing of a license pursuant to this chapter or the collection of a fee or tax shall not permit any person to engage in any unlawful business. The licenses levied and fixed by this chapter shall be in addition to the general ad valorem taxes now or hereafter levied pursuant to law. All ordinances of the city in force on the effective date of the ordinance codified in this chapter pertaining to or covering any business, pursuit or occupation and providing a license or condition for its operation, shall remain in full force and effect. In the event of a conflict or duplication of a license fee, then such other ordinance shall have precedence over the provisions of this chapter to the end that there will be no duplication of license fees for the same business, occupation, profession or pursuit. (Ord. 01-1001 [§1](#)(part), 2001: prior code §5-2-12)

(Ord. No. 10-1014, § 1, 3-16-2011)

- **5.04.130 - Separate license for separate locations.**

If any person operates a business in the city in more than one location, each location shall be considered a separate business for the purpose of this chapter, except the warehouses used in connection with a business shall not be so separately licensed. (Ord. 01-1001 [§1](#)(part), 2001: prior code §5-2-13)

(Ord. No. 10-1014, § 1, 3-16-2011)

- **5.04.140 - License—Display.**

All licenses issued in accordance with this chapter shall be openly displayed in the place of business or kept on the person or on the vehicle of the person licensed and shall be immediately produced and delivered for inspection to the chief of police, the chief of the fire department, the code compliance officer, other departments and/or their agents and subordinates, when so requested. Failure to comply with the provisions of this section shall be deemed a violation of this chapter. (Ord. 01-1001 [§1](#)(part), 2001: prior code §5-2-14)

(Ord. No. 10-1014, § 1, 3-16-2011; Ord. No. 16-1001, § 1(Exh. A), 3-16-2016)

- **5.04.150 - License—Computation of fees.**

A. Annual Business License Fee for Persons Having a Fixed Place of Business Within the City. All persons, upon the initial application for a business license and upon each subsequent year renewal of a business license, who have a fixed place of business within the city and are subject to being licensed under the provisions of this chapter, shall pay an annual business license fee based upon the number of individuals carrying on such business, profession, pursuit, or occupation as set forth in a resolution of the City Commission.

B. In arriving at the number of individuals carrying on such business, profession, pursuit or occupation, there shall be considered the proprietors thereof and all individuals regularly employed in such by said proprietors. If such is carried on by a corporation, all officers and employees of the corporation who devote the principal part of their time to such business, profession, pursuit or occupation shall be considered. If any person shall have his principal place of business outside the city, then only such proprietor, officers or employees shall be considered as are actually engaged in such business, profession, pursuit or occupation within the city.

C. Annual Business License Fees for Persons Having No Fixed Place of Business Within the City. The city commission finds that certain trades, shops, businesses or callings are carried on in the city by persons from regular places of business and by persons who have no regular place of business within the city, that persons with regular places of business in the city pay city ad valorem property taxes upon real and personal property which is used in and belongs to their business and that the persons who do not have regular places of business in the city escape such ad valorem taxation. Both receive the benefit of police and fire protection, public utilities and sidewalks, streetlights, health services and other public facilities and services of the city. Therefore, in order that each shall pay as nearly as may be not a discriminatory share, but a share in proportion to benefits received of the burden of supporting such facilities and services of the city, businesses not operating from regular places of business in the city shall pay an annual license fee designated for businesses operating under this designation.

D. Proration of Business License Fee.

A new application received after January 31st shall be charged a prorated amount of the full annual fee based on the remaining number of full months in the calendar year.

E. Additional Fees. Certain businesses generating the need for additional city services should be subject to fees in addition to those imposed for a general business license. These additional fees shall be as follows:

1. Circuses, carnivals, theatrical and musical productions, festivals and other operations of like nature are subject to a per event fee.

2. For the privilege of engaging in the business of displaying or operating the following machines:

a. Amusement, cigarette, music, pool table/dart board, snack/drink machine, video games are subject to a per machine fee. This fee does not apply to any machine owned by the state.

3. Manufactured dwelling parks are subject to a per space fee.

F. License fees not paid within the program's renewal period shall be deemed delinquent. A late fee will be charged in addition to the regular business license fee. The city manager shall have authority to waive payment of collection fees under circumstances where imposition thereof would create an injustice or unreasonable hardship.

G. Amounts for fees included in this chapter shall be established by city commission resolution. Fee amounts may be revised by resolution of the city commission from time to time.

H. In the event the applicable classification or fees assessable to a business require clarification or interpretation, any interested person may request a determination by the city manager, whose decision shall be final. The city manager shall have the authority to waive all or a portion of established fees to meet the intent and purpose of this chapter. (Ord. 07-1000 [§1](#), 2007: Ord. 01-1001 [§1](#)(part), 2001: prior code §5-2-15)

(Ord. No. 10-1014, § 1, 3-16-2011; Ord. No. 16-1001, § 1(Exh. A), 3-16-2016)

- **5.04.160 - License—Transfer.**

No transfer or assignment of any license issued hereunder shall be valid or permitted, except that whenever any person sells or transfers in has been paid, then the vendee thereof shall not be required to pay the balance of the license year. (Ord. 01-1001 [§1](#)(part), 2001: prior code §5-2-16)

(Ord. No. 10-1014, § 1, 3-16-2011)

- **5.04.170 - Street sales prohibited.**

It is unlawful for any person to sell, or offer to sell, any goods, wares or merchandise on any of the streets, alleys or sidewalks of the city, from any booth, wagon, truck or other vehicle or otherwise within the city before first securing a permit from the city. The permit shall be required in addition to any business license and shall prescribe reasonable limits upon the use thereof. (Ord. 01-1001 [§1](#)(part), 2001: prior code §5-2-18)

(Ord. No. 10-1014, § 1, 3-16-2011; Ord. No. 16-1001, § 1(Exh. A), 3-16-2016)

- **Title 5 - BUSINESS LICENSES AND REGULATIONS**
- **Chapter 5.04 - BUSINESS LICENSES^[1]**

Footnotes:

--- (1) ---

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"Business license manager" means the Oregon City finance director or a person or persons designated by the finance director to act on behalf of the city for purposes of this chapter.

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"Retail" means any sale direct to the consumer or user for consumption or use and not for resale purposes.

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"Transient merchant" means every person engaged or participating in a temporary or transient business of selling or exhibiting for sale goods, wares or merchandise in any room, building or structure, whether he be associated with any local dealer or not, unless such temporary or transient business is conducted upon the premises regularly occupied by the local dealer. (Ord. 01-1001 [§1](#) (part), 2001: prior code §§5-1-1 and 5-2-1)

(Ord. No. 10-1014, § 1, 3-16-2011; Ord. No. 16-1001, § 1(Exh. A), 3-16-2016)

- **5.04.030 - Exemptions.**

The following business activities shall be exemptions from the requirement of this chapter: There shall be exempt from the requirements of this chapter the following:

- A. Any person whose income is based solely on an hourly, daily, weekly, monthly or annual wage;
- B. Any person conducting a garage sale or other isolated sale not on a continuing basis where the merchandise is composed of the real or personal property of the seller not acquired for the purpose of resale. (Ord. 01-1001 [§1](#) (part), 2001: prior code §5-2-2 (part))

C. Residential and commercial contractors and landscapers who have a valid regional contractor's business license issued by Metro and who do not have a principal place of business within the City.

D. Vendors that are under the direction of an event, such as vendors at a farmer's market or street fair organizer are not required to obtain a business license.

(Ord. No. 10-1014, § 1, 3-16-2011)

- **5.04.040 - Disposition of proceeds.**

All monies received from licenses issued hereunder shall be accounted for separately and dedicated, after payment of costs, to economic development and administration.

(Ord. 01-1001 §1 (part), 2001: prior code §5-2-3)

(Ord. No. 10-1014, § 1, 3-16-2011; Ord. No. 15-1001, § 2, 3-18-2015)

- **5.04.050 - Presumption of business.**

Any person that advertises or otherwise holds himself out to the public as engaged in any business, profession, trade or calling for which a license is required, shall be conclusively presumed as holding himself out to the public as so engaged, and shall pay such license fee as required by this chapter. (Ord. 01-1001 [§1](#) (part), 2001: prior code §5-2-4)

(Ord. No. 10-1014, § 1, 3-16-2011)

- **5.04.060 - License—Required.**

No person shall carry on any business within the City without first obtaining a license therefor. Nor shall any person carry on any such business without complying with the provisions of this chapter. No license

shall be issued to any business prohibited by local, state or federal law. (Ord. 01-1001 §1 (part), 2001: prior code §5-2-5)

~~(Ord. No. 10-1014, § 1, 3-16-2011; Ord. No. 12-1003, § 1, 4-4-2012; Ord. No. 16-1001, § 1(Exh. A), 3-16-2016)~~

A. Businesses and solicitors operating within the legal boundaries of Oregon City for up to two weeks or less will be required to obtain temporary business licenses. There shall be no limit on the number of temporary business licenses issued. The cost of such licenses shall be established by resolution.

B. Nonprofit organizations with proof of 501 (C)(3) status are required to obtain a business license but no business license fee shall be applied no license fee shall be required of such organizations.

C. Primary organizer(s) of an event held in the public rights-of-way require only the organizer(s) to obtain and pay for a business license. A list of vendors shall be submitted one day before the event to the city.

D. Primary event organizer(s) of farmers' markets are required to have and pay for a business license. Participating vendors are not required to have or pay for a business license. The primary organizer(s) will submit a list of vendors one day prior to the start of the operation to the city.

~~(Ord. No. 10-1014, § 1, 3-16-2011; Ord. No. 12-1003, § 1, 4-4-2012; Ord. No. 16-1001, § 1(Exh. A), 3-16-2016)~~

- **5.04.070 — License—Application.**

~~A. Application for the licenses required by this chapter shall be made to the business license manager upon forms provided by the business license manager on or before the first day of January of each year for which a license is required.~~

Any new business which is not in operation on or before the month of January and which desires to conduct business within the city shall make an application for the license required by this chapter to the business license manager before starting a business.

B. Any new business which that is not in operation on or before the month of January ~~first day of the license year~~ and which that desires to conduct business within the city shall make application for the license required by this chapter to the business license manager before starting a business.

C. The chief of police, chief of the fire department, city engineer, code compliance officer, other departments and/or their agents and subordinates, are directed and empowered to review license applications for the purpose of determining whether a proposed business license complies with all building, zoning, signage, fire and police and other legal requirements.

D. Incomplete applications will expire if not completed within ~~ninety~~ thirty days. In the event a license application expires, the applicant may reapply for the business license.

(Ord. 01-1001 §1 (part), 2001: prior code §5-2-6)

(Ord. No. 10-1014, § 1, 3-16-2011; Ord. No. 16-1001, § 1(Exh. A), 3-16-2016)

Editor's note— Ord. No. 16-1001, § 1(Exh. A), adopted March 16, 2016, changed the former § 5.04.070 catchline, to read as set out herein. The former section catchline previously read: "License—Application—Proration of fees."

- **5.04.080 - Examination of business premises—Hearing—Suspension or issuance.**

A. The chief of police, chief of the fire department, city engineer, code compliance officer, other departments and/or their agents and subordinates, are directed and empowered to investigate and examine all places of business licensed or subject to license under the terms of this chapter at any time and all reasonable times in accordance with applicable law for the purpose of determining whether such place of business is safe, sanitary and suitable for the business so licensed or for which application for license is made.

B. In the event it is determined by such officers or their agents that any such place of business is dangerous to public health, safety, welfare or is likely to become or is at that time a public menace or nuisance, the business license manager shall send by certified mail to the concerned business, notification of a hearing to be held before either the Oregon City Municipal Court or the Oregon City Code Hearings Office. The purpose of the hearing shall be to determine whether the concerned business shall be permitted to receive a city business license, or if the concerned business had previously been issued a city business license, whether such license should be suspended or revoked.

C. The notification to the concerned business shall set forth the time and place of the hearing and will cite specific incidents that constitute the basis for the determination by the chief of police, chief of the fire department, city engineer, code compliance officer, other departments and/or their agents and subordinates, that the concerned business is dangerous to either public health, safety, welfare or is likely to become or is at the present time a public menace or nuisance.

D. At the hearing on the question of whether the business license should be issued, or if previously issued, whether it should be suspended or revoked, evidence or testimony shall be received and considered only when such evidence or testimony is relevant to the cited incidents or offenses contained in the notification to the concerned business. If a determination is made that all or a portion of the incidents or offenses set out in the notification to the concerned business are supported by substantial evidence, the Oregon City Municipal Court or Oregon City Code Hearings Office shall refuse to issue a business license to the concerned business, or if a business license has previously been entered, shall suspend or revoke such license. The decision of the Oregon City Municipal Court or the Oregon City Code Hearings Office shall be the final decision of the city.

E. Any investigation having been satisfactorily completed without a determination by the city officials that the business is dangerous to public health, safety, welfare or is likely to become or now is a public menace or nuisance, or if such a determination has been so made, and if the Oregon City Municipal Court or the Oregon City Code Hearings Office finds that such determination is not supported by substantial evidence, a license shall be issued by the business license manager. (Ord. 01-1001 [§1](#) (part), 2001: prior code §5-2-7)

(Ord. No. 10-1014, § 1, 3-16-2011; Ord. No. 16-1001, § 1(Exh. A), 3-16-2016)

Editor's note— Ord. No. 16-1001, § 1(Exh. A), adopted March 16, 2016, amended § 5.04.080 to read as herein set out. Former § 5.04.090, pertained to License—Suspension or issuance—Public hearing, and was incorporated, verbatim, into § 5.04.080 as subsection D. A new subsection E. of § 5.04.080 was added.

- **5.04.090 - License—Denial, suspension or revocation—Appeal.**

If the issuance of a business license is denied, or if a business license is suspended or revoked, by a reviewing department, for reasons other than a determination set out in [Section 5.04.080](#), the business license manager shall send to the applicant/license holder, by certified mail, written notice of the denial or revocation and of the right to an appeal. The denial or revocation of the license is final unless the applicant/license holder appeals the decision in writing to the city manager within ten business days of receipt of the notification. The city manager shall, within ten business days after the appeal is filed, consider all the evidence in support of or against the action appealed and render a decision either sustaining or reversing the denial, suspension or revocation. The decision of the city manager shall be the final decision of the city. (Ord. 01-1001 [§1](#)(part), 2001: prior code §5-2-8)

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- **5.04.100 - License—Suspension or revocation—Effect.**

If a business license is suspended or revoked, the concerned business shall immediately cease conducting any and all businesses within the city. Any business that continues to conduct business within the city subsequent to a suspension or revocation shall be subject to the same fine and penalties as if such business had never obtained a city business license and was carrying on a business within the city without such a business license. (Ord. 01-1001 [§1](#)(part), 2001: prior code §5-2-9)

(Ord. No. 10-1014, § 1, 3-16-2011)

- **5.04.110 - License—Issuance.**

The business license manager shall review the application and, if it complies with all requirements of this chapter, including being legally allowed to operate in the city and all fees having been paid, the business license manager shall issue a license within thirty days of application being complete. (Ord. 01-1001 [§1](#)(part), 2001: prior code §5-2-11)

(Ord. No. 10-1014, § 1, 3-16-2011; Ord. No. 16-1001, § 1(Exh. A), 3-16-2016)

- **5.04.120 - Effect of license issuance.**

The issuing of a license pursuant to this chapter or the collection of a fee or tax shall not permit any person to engage in any unlawful business. The licenses levied and fixed by this chapter shall be in addition to the general ad valorem taxes now or hereafter levied pursuant to law. All ordinances of the city in force on the effective date of the ordinance codified in this chapter pertaining to or covering any business, pursuit or occupation and providing a license or condition for its operation, shall remain in full force and effect. In the event of a conflict or duplication of a license fee, then such other ordinance shall have precedence over the provisions of this chapter to the end that there will be no duplication of license fees for the same business, occupation, profession or pursuit. (Ord. 01-1001 [§1](#)(part), 2001: prior code §5-2-12)

(Ord. No. 10-1014, § 1, 3-16-2011)

- **5.04.130 - Separate license for separate locations.**

If any person operates a business in the city in more than one location, each location shall be considered a separate business for the purpose of this chapter, except the warehouses used in connection with a business shall not be so separately licensed. (Ord. 01-1001 [§1](#)(part), 2001: prior code §5-2-13)

(Ord. No. 10-1014, § 1, 3-16-2011)

- **5.04.140 - License—Display.**

All licenses issued in accordance with this chapter shall be openly displayed in the place of business or kept on the person or on the vehicle of the person licensed and shall be immediately produced and delivered for inspection to the chief of police, the chief of the fire department, the code compliance officer, other departments and/or their agents and subordinates, when so requested. Failure to comply with the provisions of this section shall be deemed a violation of this chapter. (Ord. 01-1001 [§1](#)(part), 2001: prior code §5-2-14)

(Ord. No. 10-1014, § 1, 3-16-2011; Ord. No. 16-1001, § 1(Exh. A), 3-16-2016)

- **5.04.150 - License—Computation of fees.**

~~A. Business License Application Fee. All persons, upon submittal of an initial application for a business license, shall pay a non-refundable application fee.~~

~~Businesses that are renewing their business license shall pay a renewal business license fee established by the City Commission via resolution.~~

B. Annual Business License Fee for Persons Having a Fixed Place of Business Within the City. All persons, upon the initial application for a business license and upon each subsequent year renewal of a business license, who have a fixed place of business within the city and are subject to being licensed under the provisions of this chapter, shall pay an annual business license fee based upon the number of individuals carrying on such business, profession, pursuit, or occupation [as set forth in a resolution of the City Commission](#).

~~CB.~~ In arriving at the number of individuals carrying on such business, profession, pursuit or occupation, there shall be considered the proprietors thereof and all individuals regularly employed in such by said proprietors. If such is carried on by a corporation, all officers and employees of the corporation who devote the principal part of their time to such business, profession, pursuit or occupation shall be considered. If any person shall have his principal place of business outside the city, then only such proprietor, officers or employees shall be considered as are actually engaged in such business, profession, pursuit or occupation within the city.

~~DC.~~ Annual Business License Fees for Persons Having No Fixed Place of Business Within the City. The city commission finds that certain trades, shops, businesses or callings are carried on in the city by persons from regular places of business and by persons who have no regular place of business within the city, that persons with regular places of business in the city pay city ad valorem property taxes upon real and personal property which is used in and belongs to their business and that the persons who do not have regular places of business in the city escape such ad valorem taxation. Both receive the benefit of police

and fire protection, public utilities and sidewalks, street lights, health services and other public facilities and services of the city. Therefore, in order that each shall pay as nearly as may be not a discriminatory share, but a share in proportion to benefits received of the burden of supporting such facilities and services of the city, ~~such businesses not operating from regular places of business in the city shall pay one and one-half times the annual license fee for businesses operating from a fixed place of business within the city.~~ businesses not operating from regular places of business in the city shall pay an annual license fee designated for businesses operating under this designation.

~~ED.~~ Proration of Business License Fee. ~~If an application is received on or before June 30, the full application fee and the full annual license fee is required. An application received on or after July 1 will be charged the full application fee and one-half the annual license fee.~~

A new application received after January 31st shall be charged a prorated amount of the full annual fee based on the remaining number of full months in the calendar year.

~~FE.~~ Additional Fees. Certain businesses generating the need for additional city services should be subject to fees in addition to those imposed for a general business license. These additional fees shall be as follows:

1. Circuses, carnivals, theatrical and musical productions, festivals and other operations of like nature are subject to a per event fee.
2. For the privilege of engaging in the business of displaying or operating the following machines:
 - a. Amusement, cigarette, music, pool table/dart board, snack/drink machine, video games are subject to a per machine fee. This fee does not apply to any machine owned by the state.
3. Manufactured dwelling parks are subject to a per space fee.

~~GF.~~ ~~License fees not paid within thirty days of the required date shall be deemed delinquent. An initial collection charge is imposed for delinquent fees. An additional collection charge equal to a percentage of the fee is imposed for each month or portion thereof that the fees remain delinquent.~~

License fees not paid within the program's renewal period shall be deemed delinquent. A late fee will be charged in addition to the regular business license fee. The city manager shall have authority to waive payment of collection fees under circumstances where imposition thereof would create an injustice or unreasonable hardship.

~~HG.~~ Amounts for fees included in this chapter shall be established by city commission resolution. Fee amounts may be revised by resolution of the city commission from time to time.

~~HI.~~ In the event the applicable classification or fees assessable to a business require clarification or interpretation, any interested person may request a determination by the city manager, whose decision shall be final. The city manager shall have the authority to waive all or a portion of established fees to meet the intent and purpose of this chapter. (Ord. 07-1000 §1, 2007: Ord. 01-1001 §1(part), 2001: prior code §5-2-15)

(Ord. No. 10-1014, § 1, 3-16-2011; Ord. No. 16-1001, § 1(Exh. A), 3-16-2016)

- **5.04.160 - License—Transfer.**

No transfer or assignment of any license issued hereunder shall be valid or permitted, except that whenever any person sells or transfers in has been paid, then the vendee thereof shall not be required to pay the balance of the license year. (Ord. 01-1001 [§1](#)(part), 2001: prior code §5-2-16)

(Ord. No. 10-1014, § 1, 3-16-2011)

- **5.04.170 - Street sales prohibited.**

It is unlawful for any person to sell, or offer to sell, any goods, wares or merchandise on any of the streets, alleys or sidewalks of the city, from any booth, wagon, truck or other vehicle or otherwise within the city before first securing a permit from the city. The permit shall be required in addition to any business license and shall prescribe reasonable limits upon the use thereof. (Ord. 01-1001 [§1](#)(part), 2001: prior code §5-2-18)

(Ord. No. 10-1014, § 1, 3-16-2011; Ord. No. 16-1001, § 1(Exh. A), 3-16-2016)



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Tony Konkol, City Manager

Agenda Date: November 1, 2023

SUBJECT:
Business License Fee Resolution No. 23-25

STAFF RECOMMENDATION:

Staff recommends adoption of the proposed business license fee resolution.

EXECUTIVE SUMMARY:

During its October 18th work session, the City Commission approved the first reading of the proposed municipal code modifications to the Oregon City's Business License program. If these revisions are enacted it is necessary to new resolution to reflect the proposed business license fee structure. Staff has proposed one additional change to the proposed business license fee structure to include a reduction of the Homebased businesses located in Oregon City to be consistent with the renewal reduction proposed for existing commercial business licenses. The proposed change to the Homebased businesses renewal fee has been incorporated into the revised fee structure and this resolution.

Staff has prepared Resolution # 23-25 that complements the business licensing section of Oregon City's Municipal Code.

BACKGROUND:

Business licenses are instituted primarily in the public's interest. Licensing businesses ensure that they will comply with applicable laws and ordinances in a manner which does not detract from public health, safety, and welfare.

During its October 18th regular meeting, the City Commission held its first reading of proposed municipal code modifications of the business licensing program. In previous meetings, the Commission concurred with the idea of changing the prices associated with the business licensing program in order to be more in line with business licensing fees of other communities within the region.

The recommended modifications to the business licensing program include the following:

- Generally, vendors and/or businesses that are selling a product and/or service are required to obtain and pay for a business license.
- Maintain the current calendar year licensing period, Jan. to Dec.
- Eliminate the current non-refundable \$60.00 application that is being applied to new applications only.
- Reduce the number of employee-based categories from four to three.
- The \$78 Community Safety Advancement Fee (“CSAF”) must remain in place. (OCMC 13.36.040). Minus the CSAF, the remaining balance of the business license fee reflects the “**net**” business license charge.
- Change the net business license fee to reflect a 50% reduction in the second year of renewal and beyond.
- Homebase businesses located within Oregon City’s legal boundaries currently pay \$100. It is recommended that business license renewals for homebased businesses be reduced to \$50 to be consistent and equitable with commercial business renewal Business License Fees.
- Any new businesses applying for OC business license will be charged business license fees for first year business applications; however, no application fee will be charged.
- The renewal period would be from December 1st to January 31st.
- Establish a revised renewal license fee, 50% of the first-year business license fee as indicated below:

New Business License Structure:

FIRST YEAR LICENSE AMOUNTS			
	<u>NUMBER OF</u> <u>EMPLOYEES</u>	<u>FIXED PLACE OF BUSINESS</u> <u>WITHIN CITY</u>	<u>NO FIXED PLACE OF</u> <u>BUSINESS WITHIN CITY</u>
Commercial Business	1-25	\$178	\$228
	26-50	\$286	\$390
	51+	\$394	\$552

*Amounts above include the \$78 Community Safety Advancement Fee. (OCMC 13.36.040)

RENEWAL (2ND YEAR+) LICENSE AMOUNTS			
	<u>NUMBER OF</u> <u>EMPLOYEES</u>	<u>FIXED PLACE OF BUSINESS</u> <u>WITHIN CITY</u>	<u>NO FIXED PLACE OF</u> <u>BUSINESS WITHIN CITY</u>
Commercial Business	1-25	\$128	\$153
	26-50	\$182	\$234
	51+	\$236	\$315

*Amounts above include the \$78 Community Safety Advancement Fee. (OCMC 13.36.040)

- Prorate the license fee monthly (new applicants only)
- Charge a late fee of \$125 per month beginning February 1st. with a cap of \$500 (existing business license accounts).

- Farmers Market – require only the primary organizer to obtain and pay for a business license- (submit a list of participating vendors one day before starting activity each day to Economic Development Dept.).
- Events in the public rights-of-way – require only the organizer to obtain and pay for the business license (submit a list of vendors one day before starting activity to Economic Development Dept.).
- Add a temporary business license category for businesses or vendors.
 - Two-week temporary license for \$50, no limit on the number of times a license is granted.
- Exemptions
 - Vendors that are under the direction of an event organizer are not required to obtain a business license.
 - Residential and commercial builders who have a valid builder's business license issued by the Metropolitan Service District and who do not have an office within the City are exempt from obtaining an Oregon City Business License.
 - Garage sales
 - Nonprofit organizations with proof of 501(C)(3) status are required to obtain a business license but there is no fee.

It is recommended that the proposed new business license fees that complement the revised modifications to the Oregon City's Business License Program be approved.

OPTIONS:

1. Approve Resolution 23-25.
2. Deny Resolution 23-25.
3. Provide further directions to staff.

BUDGET IMPACT:

Amount: The proposed business license fee adjustments are estimated to reduce the revenue generated through the business license program by approximately \$70,000 to \$80,000 per year. Per OCMC 5.04.040 – all monies received from licenses issued shall be accounted for separately and dedicated, after payment of costs, to economic development and administration. 75% of the yearly revenue is distributed to the Finance Department and 25% of the yearly revenue is distributed to the Economic Development Department, resulting in an approximately \$57,000 per year reduction in revenue to the Finance Department and an approximately \$19,000 reduction in revenue per year to the Economic Development Department.

FY(s):

Funding Source(s):

RESOLUTION NO. 23-25

A RESOLUTION ADOPTING BUSINESS LICENSE AND MISCELLANEOUS PERMIT FEES

WHEREAS, Oregon City Municipal Code Title 5 requires persons conducting business within the boundaries of Oregon City to obtain a business license; and

WHEREAS, Oregon City Municipal Code sections 5.04.150, 5.16.070, 5.24.010, and 5.32.030 authorize the City Commission to adopt, by resolution, and revise from time to time, business license and miscellaneous permit fees.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Oregon City that the following schedule of business license and miscellaneous permit fees shall be effective as of January 1, 2024;

Section 1. Annual Business License Fee OCMC 5.04.150(A) and 5.04.150(C)

A. All persons, upon the initial application for a business license and upon each subsequent year renewal of a business license, who have a fixed place of business within the city, shall pay an annual business license fee based upon the number of individuals carrying on such business, profession, pursuit, or occupation.

B. The amount of the annual business license fee for persons who have a fixed place of business within the City shall be established initially as follows and adjusted in accordance with Section 7 of this resolution.

C. Businesses not operating from regular places of business in the city shall pay an annual license fee designated for businesses operating under this designation.

FIRST YEAR LICENSE AMOUNTS Commercial Businesses

Number of Employees	Fixed Place of Business Within City	No Fixed Place of Business Within City
1-25	\$178	\$228
26 - 50	\$286	\$390
51+	\$394	\$552

RENEWAL (2ND Year+) LICENSE AMOUNTS

Resolution No. 23-25

Effective Date: January 1, 2024.

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Commercial Businesses

Number of Employees	Fixed Place of Business Within City	No Fixed Place of Business Within City
1-25	\$128	\$153
26 - 50	\$182	\$234
51+	\$236	\$312

Section 2. Proration of Business License Fee OCMC 5.04.150(D)

A new business that submits an application received after January 31st shall be charged a prorated amount of the full annual fee based on the remaining number of full months in the calendar year.

Section 3. Delinquent Fee Collection Charge OCMC 5.04.150(F)

License fees not paid within the program's renewal period shall be deemed delinquent. The amount of the delinquent fee collection charge shall be \$125 per month with a cap up to \$500.

Section 4. Temporary Business License OCMC 5.04.060(A)

Businesses and solicitors operating within the legal boundaries of Oregon City for up to two weeks or less will be required to obtain temporary business licenses. There shall be no limit on the number of temporary business licenses issued. A temporary business license shall be \$50.

Section 5. Homebased Businesses Fees

Applications filed by new home-based businesses pay an annual business license fee of \$100. Homebase-based businesses that renew their business license pay an annual business license fee of \$50.

Section 6. Miscellaneous Permit Fees

Certain businesses generating the need for additional City services are subject to fees in addition to those imposed for a general business license. These additional fees shall be as follows:

	OCMC	Fee Amount
Circuses, carnivals, theatrical and musical productions, festivals and other operations of like nature	5.04.150(E)(1)	\$ 335 per event

Resolution No. 23-25

Effective Date: January 1, 2024.

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Amusement, cigarette, music, pool table/dart board, snack/drink machine, video games	5.04.150(E)(2)(a)	\$ 5 per machine
Manufactured Dwelling Parks	5.04.150(E)(3)	\$10 per space
Secondhand Dealer's Permit :	5.16.070(A)	
- initial application		\$400
- annual renewal		\$200
Social Games	5.24.010(B)(5)	\$112
Payday Lender Permit	5.32.030	Resolution No. 06-30 / City of Portland IGA

Section 7. Annual Adjustment

The City Manager shall annually review the Consumer Price Index for All Urban Consumers for All Items as (CUUR0490SA0) as published by the Bureau of Labor Statistics of the US Department of Labor and adjust the fee amounts included in this resolution accordingly.

Approved and adopted at a regular meeting of the City Commission held on the 1st day of November 2023.

DENYSE McGriff, Mayor

Attested to this 1st day of November, 2023

Approve as to legal sufficiency

Jakob Wiley, City Recorder

City Attorney

RESOLUTION NO. 16-06

A RESOLUTION ADOPTING BUSINESS LICENSE AND MISCELLANEOUS PERMIT FEES

WHEREAS, Oregon City Municipal Code Title 5 requires persons conducting business within the boundaries of Oregon City to obtain a business license; and

WHEREAS, Oregon City Municipal Code sections 5.04.150, 5.16.070, 5.24.010, and 5.32.030 authorize the City Commission to adopt, by resolution, and revise from time to time, business license and miscellaneous permit fees.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Oregon City that the following schedule of business license and miscellaneous permit fees shall be effective as of April 15, 2016:

Section 1. Business License Application Fee OCMC 5.04.150(A)

All persons, upon submittal of an initial application for a business license, shall pay a non-refundable application fee.

The amount of the non-refundable application fee shall be \$50.

Section 2. Annual Business License Fee OCMC 5.04.150(B) and 5.04.150(D)

A. All persons, upon the initial application for a business license and upon each subsequent year renewal of a business license, who have a fixed place of business within the city, shall pay an annual business license fee based upon the number of individuals carrying on such business, profession, pursuit, or occupation.

B. The amount of the annual business license fee for persons who have a fixed place of business within the City shall be established initially as follows, and adjusted in accordance with Section 6 of this resolution.

Number of Individuals	Fee Amount
1-25	\$ 80
26-50	\$ 164
51-100	\$ 248
101 or more	\$ 332

C. The amount of the annual business license fee for persons not operating from a fixed place of business in the city shall be one and one-half the annual business license fee for persons operating from a fixed place of business within the city.

Section 3. Proration of Business License Fee OCMC 5.04.150(E)

If an application is received on or before June 30, the full application fee and the full annual license fee is required. An application received on or after July 1 will be charged the full application fee and one-half the annual license fee.

Section 4. Delinquent Fee Collection Charge OCMC 5.04.150(G)

The amount of the initial delinquent fee collection charge shall be \$25. An additional collection charge equal to ten percent of the fee shall be imposed for each month or portion thereof that the fee remains delinquent.

Section 5. Miscellaneous Permit Fees

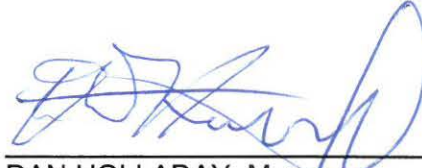
Certain businesses generating the need for additional City services are subject to fees in addition to those imposed for a general business license. These additional fees shall be as follows:

	OCMC	Fee Amount
Circuses, carnivals, theatrical and musical productions, festivals and other operations of like nature	5.04.150(F)(1)	\$ 335 per event
Amusement, cigarette, music, pool table/dart board, snack/drink machine, video games	5.04.150(F)(2)	\$ 5 per machine
Manufactured Dwelling Parks	5.04.150(F)(3)	\$10 per space
Secondhand Dealer's Permit :	5.16.070(A)	
- initial application		\$ 400
- annual renewal		\$ 200
Social Games	5.24.010(B)(5)	\$112
Payday Lender Permit	5.32.030	Resolution No. 06-30 / City of Portland IGA

Section 6. Annual Adjustment

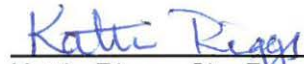
The City Manager shall annually review the Portland-Salem, OR-WA Consumer Price Index for All Urban Consumers for All Items as published by the Bureau of Labor Statistics of the US Department of Labor and adjust the fee amounts included in this resolution accordingly.

Approved and adopted at a regular meeting of the City Commission held on the 16th day of March 2016.



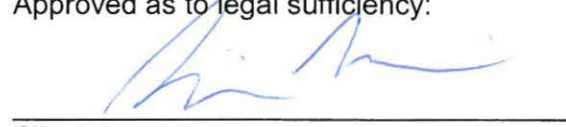
DAN HOLLADAY, Mayor

Attested to this 16th day of March, 2016,



Kattie Riggs, City Recorder

Approved as to legal sufficiency:



City Attorney