



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED AGENDA

**Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, October 20, 2021 at 7:00 PM**

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. VFW Post #1324 Check Presentation for the Veterans Memorial Plaza Renovation

[3b.](#) Proclamation Declaring October 2021 as National Long-Term Care Residents' Rights Month

[3c.](#) Proclamation Declaring November 1, 2021 as Extra Mile Day

[3d.](#) Proclamation for the 101st Oregon City / West Linn Rivalry Day

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.](#) FEMA Community Rating System 2021 Annual Report

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.](#) Oregon City Parks and Recreation Financial Support & Sustainability Strategy Policy

[7b.](#) Personal Services Agreement with RH2 Engineers for the Clairmont Area Waterline Replacements Project (CI 21-012)

[7c.](#) Personal Services Agreement with EC Electric for Generator Power Modifications at the Robert Libke Public Safety Building

[7d.](#) Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises for the OC Brewing Patio Development Project and Declaring and Emergency

[7e.](#) Memorandum of Understanding Between the City of Oregon City and the Willamette Falls and Landings Heritage Area Coalition

[7f.](#) Intergovernmental Agreement with the Oregon Department of Transportation for the I-205 Improvement Project

[7g.](#) Public Works Wastewater/Storm Division Replacement Vehicle

[7h.](#) Minutes of the September 7, 2021 Joint Work Session with the Planning Commission

[7i.](#) Minutes of the September 7, 2021 Work Session

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

[9a.](#) Accepting the Right-of-Way for a Portion of Maplelane Court and Maplelane Road

[9b.](#) Launching of Destination Ready

10. COMMUNICATIONS

City Manager

[a.](#) Oregon City Emergency Operations Manual

Commissioners

Mayor

11. ADJOURNMENT

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

- Whereas,** there are 1.3 million individuals living in 15,600 nursing homes; and over 800,000 individuals living in 28,900 assisted living/residential care facilities in the U.S.; and
- Whereas,** there are approximately 197 individuals living in 3 nursing homes; and approximately 337 individuals living in 2 assisted living/residential care facilities in Oregon City; and
- Whereas,** the federal Nursing Home Reform Act of 1987 guarantees residents their individual rights in order to promote and maintain their dignity and autonomy; and
- Whereas,** all residents should be aware of their rights so they may be empowered to live with dignity and self-determination; and
- Whereas,** we wish to honor and celebrate these citizens, to recognize their rich individuality, and to reaffirm their right to vote and participate politically, including the right to have a say in their care; and
- Whereas,** individuals and groups across the country will be celebrating Residents' Rights Month with the theme –“Reclaiming My Rights, My Home, My Life”– to highlight the need for residents' rights to be recognized, recovered, and reasserted. The theme emphasizes the recognition of the long-term care facility as the residents' home, and the importance of residents reclaiming their own lives.

Now, Therefore, I, Rachel Lyles Smith, Mayor of Oregon City, do hereby proclaim

October 2021

as

National Long-Term Care Residents' Rights Month

And encourage all citizens to join me in these important observances.

In Witness Whereof, I have hereunto set my hand this 20th day of October 2021.

RACHEL LYLES SMITH, 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, 2021.

Now, Therefore, I, Rachel Lyles Smith, Mayor of Oregon City, do hereby proclaim

November 1, 2021

as

Extra Mile Day

And encourage Oregon City citizens to take time on this day to not only “go the extra mile” in his or her own life, 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 20th day of October 2021.

RACHEL LYLES SMITH, Mayor

P R O C L A M A T I O N

“Oregon City - West Linn Rivalry Day”

Whereas, the Cities of Oregon City and West Linn wish to recognize the efforts of their citizens to create and maintain a positive family environment where children can learn the value of constructive competition; and

Whereas, the Cities of Oregon City and West Linn value tradition and history as essential parts of their communities; and

Whereas, Oregon City High School and West Linn High School, formerly known as Union High School, have competed valiantly in the sport of football continuously since 1921 (except during the pandemic of 2020); and

Whereas, on October 29, 2021, the teams representing these schools will renew their annual rivalry for the 101st time; and

Whereas, this is the longest continuously-played rivalry west of the Mississippi and therefore worthy of recognition; and

Whereas, the City Commission of Oregon City desires that the Pioneers again defeat the Lions and the City Council of West Linn desires that the Lions again defeat the Pioneers.

Now Therefore, we, the City Commission of Oregon City and the City Council of West Linn, hereby recognize and commend all citizens who have participated in this annual gridiron classic, and support the efforts of the current teams by proclaiming October 29, 2021, to be “Oregon City-West Linn Rivalry Day.” We further recommend, in the spirit of the day, that all citizens wear clothing of the appropriate colors, and refrain from crossing the river, unless business requires, until game time.

The Honorable Rachel Smith, Mayor
City of Oregon City

The Honorable Jules Walters, Mayor
City of West Linn

October 2021



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

Agenda Date: 10/20/2021

SUBJECT:

FEMA Community Rating System 2021 Annual Report

STAFF RECOMMENDATION:

City Commission will hear a summary of the Community Rating System 2021 Annual Report to understand the state of the City's participation in the program.

EXECUTIVE SUMMARY:

In order to reduce the potential for personal and property losses in the City's floodplain, the City participates in the Federal Emergency Management Agency (FEMA) Community Rating System (CRS) program. The CRS program requires that the City document its floodplain code, flood prevention and forecasting efforts, and other facets of flood management. The CRS annual report summarizes the City's current efforts, how these achieved past goals, and sets future goals. The program requires that the annual report be heard by the City's governing body.

BACKGROUND:

The City participates in the FEMA Community Rating System (CRS). Annual recertification is a CRS process to verify that the City continues to implement its program per standards and as specified by the City during 5-year CRS reviews. The annual recertification ensures that the City maintains its current rating in the program. The City's current recertification period is October 16, 2020, through October 15, 2021.

CRS involvement has the benefit of discounting flood insurance as provided by National Flood Insurance Program (NFIP)-certified flood insurers. The City's CRS rating is an 8 on a scale of 1 to 10 (1 is best). The City's rating saves property owners in the floodplain 10% on flood insurance and property owners outside the floodplain 5% on flood insurance. As of 2021, 39 policies were in effect in the City.

The annual report is one aspect of the annual recertification submittal. The program requires informing the City's governing body of the annual report. Below is a summary of the annual report:

1. The City continues to participate in the Clackamas County Natural Hazard Mitigation Plan (NHMP) by way of a jurisdictional addendum.
2. The City has not had the resources to assess vulnerability to flooding.
3. Portions of Oregon City are within the floodplain or Special Flood Hazard Area (SFHA) – along the Willamette River, Clackamas River, and Abernethy Creek.
4. No flooding of the SFHA has occurred, and therefore, no damage to development or riparian habitat has occurred during the reporting period.
5. The City continues to provide the following mitigation activities:
 - a. Upholding code
 - b. Implementing master plans
 - c. Providing stormwater management
 - d. Providing regular inspections and maintenance
6. The City continues to implement and enhance the public education program regarding flooding by use of the City's website and newsletter.
7. The City continues to partner in the Clackamas County Community Emergency Notifications System (CENS).
8. The City has participated in over 9 activities, exercises, planning groups, trainings this year to help with emergency preparedness.

Changes from last year's annual report:

- No flood events have occurred in the reporting period
- Informational outreach as letters and a flood flyer went out to insurers, lenders, realtors, and property owners in the repetitive loss area
- There have been no updates to the Clackamas County NHMP or the Oregon City Addendum regarding flood preparedness since 2019
- City code regarding floodplain management (OCMC 17.42) and stormwater management (OCMC 13.12) has not changed in this reporting period
- The April 17, 2020-adopted Oregon City Stormwater Master Plan was not discussed in the prior annual report
 - The Master Plan updated background information on water quality, and no updates related to peak flow control, therefore urban flood protection
- The City Emergency Management workgroup meets quarterly which was not listed in last year's report
- FEMA National Flood Insurance Program (NFIP) is implementing Risk Rating 2.0 – Equity in Action – a rating methodology to help better assess flood risk and therefore help to reduce premiums where risk was previously overestimated. One element of Risk Rating 2.0 is that it will change CRS premium savings so that all flood insurance policies, both those inside and outside of the floodplain, get the same higher discount previously available only to those in the floodplain.

- The City is pursuing a CRS rating increase during the 2022 5-year cycle verification where FEMA reviews the City's CRS program in-depth. The rating increase includes further documenting activities that the City already participates in or code or standards that are already adopted, and developing additional activities such as a program for public information. A 5-year report addressed to City Commission in 2022 will be part of the verification and will include further information on the proposed rating increase.



City of Oregon City Floodplain Management Plan Annual Progress Report (Activity 510)

Date this Report was Prepared:	October 15, 2021
Name of Community:	Oregon City, Oregon
Name of Plan:	Clackamas County Multi-Jurisdictional Hazard Mitigation Plan Volume II – City of Oregon City Addendum
Date of Plan Adoption:	Clackamas County Plan: updated March 2019 City of Oregon City Addendum: updated September 4, 2019
5 Year CRS Expiration Date:	October 15, 2022

Introduction

The National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains. The Community Rating System (CRS) grades the various Community Floodplain Management Programs and reduces flood insurance premiums in those communities that meet certain requirements.

This Progress Report documents the status of the Clackamas County Multi-Jurisdictional Hazard Mitigation Plan implementation regarding flood program management. This report also summarizes the City's action plan to minimize the effects of flood events within the City and lists emergency preparedness events staff continue to be involved in throughout the year.

2019 Clackamas County Multi-Jurisdictional Hazard Mitigation Plan (NHMP) and City of Oregon City Addendum

To reduce the potential for personal/property losses in hazard classifications, Clackamas County developed a Multi-Jurisdictional Hazards Mitigation Plan (NHMP) in 2002. It was updated in 2007, and again in 2012; the latest update was in 2019.

The latest version of the City of Oregon City Addendum to the NHMP was adopted by City Commission on September 4, 2019, through Resolution 19-30 in conjunction with the 2019 NHMP update. The City Commission hearing was open to the community and the media. The 2019 Oregon City Addendum to the NHMP was accepted by FEMA September 25, 2019.

From October 16, 2019 to the date of this report, the current CRS annual recertification period, there have been no updates to the NHMP or the Oregon City Addendum.

Summary of City of Oregon City 2019 Addendum to the NHMP

The 2019 City addendum to the Clackamas County Multi-Jurisdictional Hazards Mitigation Plan (NHMP) with respect to flood management discusses the following.

- The City of Oregon City was rated high for probability of flooding and moderate for vulnerability to flooding
 - The City has not had the resources to assess vulnerability to flooding
- Portions of Oregon City are within the Special Flood Hazard Area (SFHA) – along the Willamette River, Clackamas River, and Abernethy Creek
- Several reaches of creeks are still in or near their natural state
 - Flooding of these areas causes no damage to human development and may help riparian habitat
- The City has been proactive in mitigating flood hazards by purchasing floodplain properties
- Recent significant rainfall/runoff events that caused flooding are discussed
- 38 National Flood Insurance Program (NFIP) policies were in effect as of July 2018
 - (There are 43 NFIP policies in effect as of September 2021)
 - Other City NFIP statistics are listed
- Mitigation activities include:
 - Upholding development code, policies, standards, and master plans
 - Onsite stormwater flow attenuation systems for new developments are standard in part to help reduce flooding
 - The City Public Works Operation Division regularly inspects and maintains public stormwater facilities
 - City or interest group riverbank stabilization efforts continue to take place

A copy of this report is also being sent to Oregon's NFIP Coordinating Official.

1. How can I obtain a copy of the Original Plan or area analysis report:

All the documents mentioned above can be found online at the following links:

Oregon City 2019 Addendum to the Clackamas County Multi-Jurisdictional Hazard Mitigation Plan	https://www.orcity.org/publicworks/natural-hazards-mitigation-plan
Clackamas County 2019 Multi-Jurisdictional Hazard Mitigation Plan	https://www.clackamas.us/dm/naturalhazard.html

Oregon City Resolution 19-30	https://ormswd.synergydcs.com/HPRMWebDrawer/Record/7852931
Oregon City website regarding the 2021 CRS Annual Report	https://www.orcity.org/publicworks/crs-annual-report

2. Describe how this Evaluation Report was prepared and how it was submitted to the governing body, released to the media and made available to the public:

This annual progress report was prepared utilizing the guidelines contained in the 2017 CRS Coordinator's Manual and the 2021 Addendum to the 2017 CRS Coordinator's Manual, Section 510, Floodplain Management Planning. This report will be presented to the City Commission of Oregon City at a hearing on October 20, 2021. City Commission hearings are open to the public, publicized to the media and to the community, and they become part of the City Commission meeting record which is available to the public on the city's website at <https://www.orcity.org/meetings>.

3. Provide a description of the implementation of each recommendation or action item in the action plan or area analysis report, including a statement on how the project was implemented or not implemented during the previous year:

The following goals have been established to minimize the effects of flood events within Oregon City. A status of each goal's implementation is also provided below.

Mitigation Action Item	Ideas for Implementation	Status
Promote the use of naturally flood prone open space or wetlands as flood storage areas.	Develop and implement flood protection alternatives for properties within and adjacent to the 100-year floodplain considering City codes related to the floodplain.	Achievable through implementation of Oregon City Municipal Code. Existing Code includes: • Chapter 17.42, Flood Management Overlay District, establishes standards and restrictions for development in the floodplain • Chapter 15.48, Grading, Filling and Excavating, requires permitting when grading will divert existing drainage courses • Chapter 13.12, Stormwater Management, minimizes runoff rates to channels and streams and the developed portion of the stormwater system that are subject to flooding
		• Stormwater and Grading Design Standards updates were finalized March 2020. The Standards are used to guide development in the City. The Manual is available online at: https://www.orcity.org/sites/default/files/fileattachments/public_works/page/4224/stormwater_standards_2020_final.pdf Changes to the Stormwater and Grading Design Standards Manual clarified the definitions of design flood elevation and the stormwater treatment methodology that includes language about sites within the 100-year floodplain. Processes are ongoing

Mitigation Action Item	Ideas for Implementation	Status
Continue to implement and enhance the public education program regarding flooding.	Community-wide dissemination of information through the City's newsletter (Trail News) and the City's website: • Promote purchase of floodplain insurance • Use GIS database to identify property owners in flood prone areas and target for group mailing Distribute flood preparedness information	The City updated our pamphlet entitled Protect Life and Property from Flood Damage and mailed it with informational outreach letters to all property owners in the repetitive loss area as well as realtors, lenders, and insurers in Oregon City in September 2021. The pamphlet provides information about the City's CRS status, protecting life and property from floods, flood insurance, etc. The City also publishes flood-preparedness or related articles in the quarterly publication Trail News which is mailed to all postal customers in the Oregon City zip code during flood season. Processes are ongoing

Mitigation Action Item	Ideas for Implementation	Status
Maintain and clean City stormwater conveyance systems	Regular responsibility of the Public Works Operations Department, specifically the Operations Supervisor for Stormwater Management	Identify problems and conduct regular stormwater collection system maintenance, NPDES and Oregon DEQ surface water sampling, emergency erosion control, drainage ditch cleaning and mowing, pipe cleaning and repair, detention basin maintenance, creek and stream restoration, catch basin cleaning and repair, leaf sweeps, and cross-connection inspections Processes are ongoing
Clackamas County Community Emergency Notifications System (CENS)	System in place since August 2018 to send voice, text, and email alerts to community members.	Citizens can take part via this website: https://www.clackamas.us/dm/publicalerts
Continue participating in the National Flood Insurance Program and develop strategies to reduce property damage and related financial impacts due to flooding.	Continue to develop strategies to improve the City's current rating in the National Flood Insurance Program's Community Rating System and Natural Hazards Mitigation Plan Addendum 47 for Oregon City - Continue to analyze each property in the floodplain; - Identify appropriate mitigation activities for repetitive flood properties; - Explore options for incentives to encourage property owners to engage in mitigation.	The City's Land Development Regulations restrict new construction in the SFHA. Oregon City has one remaining repetitive flood loss property within its jurisdiction. It is a business that continues to operate successfully. A letter is sent annually to this property and other properties in the identified repetitive loss area advising them of how to prepare for floods. In addition, we advise property owners to check for water entry points, advise them on how to avoid sewer backups, advise of opportunities to retrofit their buildings and to elevate their homes or businesses above base flood level elevations, and advise them that if they don't already have flood insurance to consider acquiring it. Processes are ongoing.

4. Discuss why any objectives were not reached or why implementation is behind schedule:

Not applicable/ongoing processes.

5. What are recommendations for New Projects or Other Recommendations?

In addition to the Oregon City Natural Hazards Mitigation Plan Addendum, other activities that Oregon City staff and leadership encourage are effective floodplain education and management. Some of these are listed below.

- Attend stormwater conference – Mid-Willamette Erosion Control & Stormwater Management Summit 2020 – which regarded the latest BMPs and technology in part to effect better flood control as influenced by stormwater conveyance system design and maintenance and integrated watershed planning.
- Attend 2021 Sustainable Stormwater Symposium to understand the latest in LIDs/BMPs for onsite stormwater management.
- City staff are active with and attend the regularly scheduled Cities Emergency Manager's meetings. Staff have attended several meetings within the last CRS annual recertification cycle.
- City staff participate in Oregon Association of Clean Water Agencies activities quarterly
- Staff regularly participate in the Emergency Preparedness Committee of the Regional Water Providers Consortium. This group is more focused on water supply but flooding and water supply very much overlap. This same group mobilizes because they focus on river levels and impacts to water intake structures.
- Portland Area Capabilities Exercise – City participation in-process (exercise delayed due to COVID-19)
- Oregon City's Emergency Management group consists of Jim Band, Shaun Davis, Ryan Kersey, John Lewis, Vance Walker, and Patty Stewart who meet on a quarterly basis. They met on January 11, April 12, and July 19, 2021. The final meeting of 2021 is October 11.

FEMA Community Rating System 2021 Annual Report

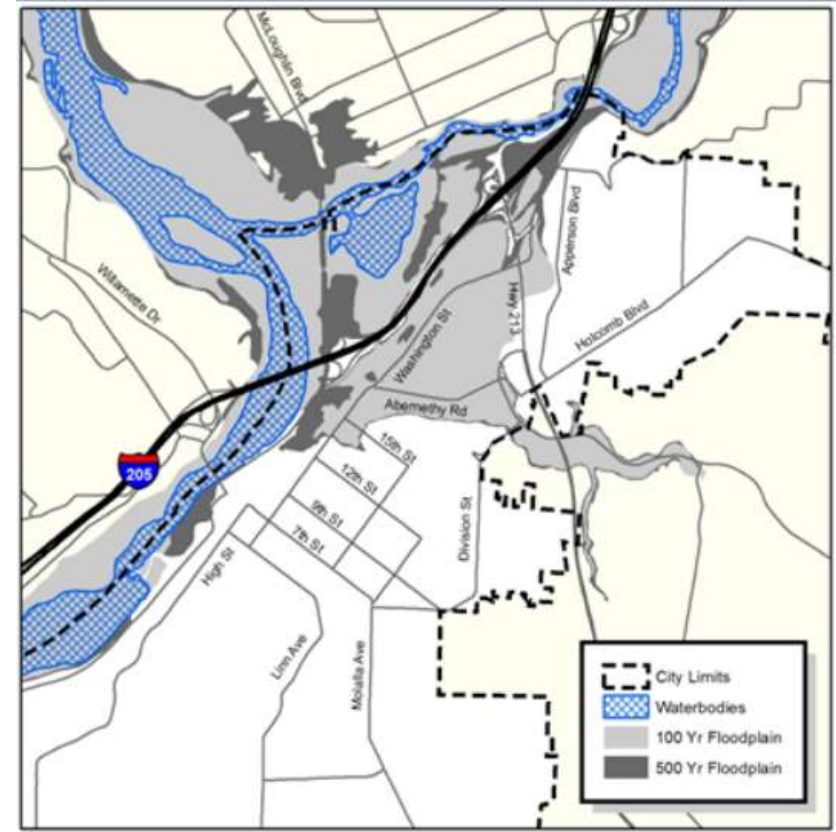
John Lewis, Public Works Director, Oregon City Public Works

October 20, 2021



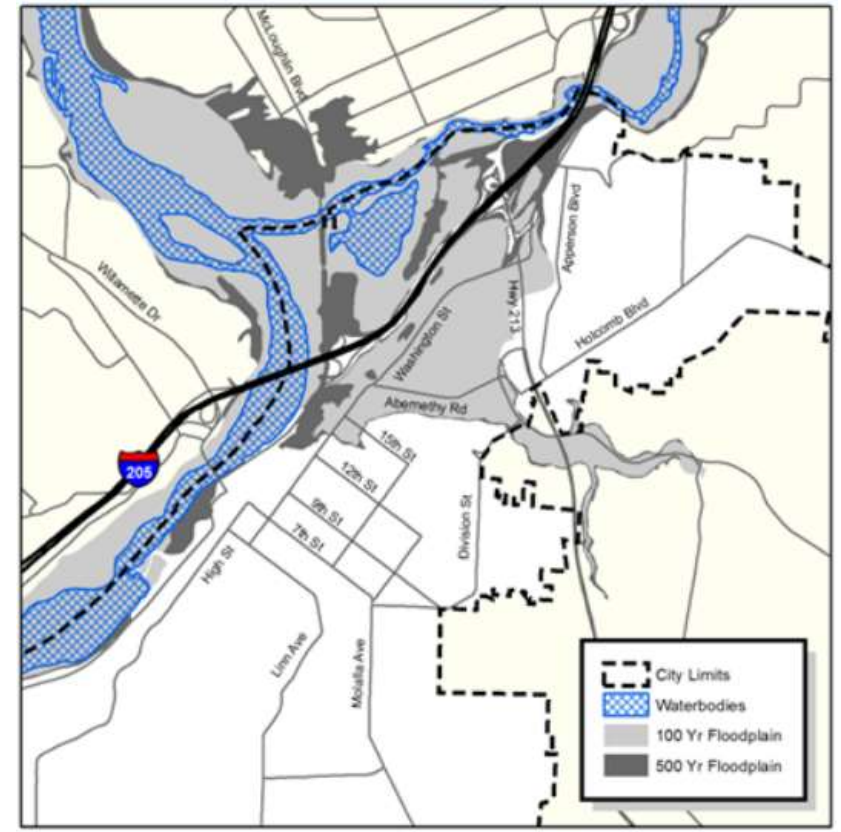
Background and Purpose

- The City participates in the FEMA Community Rating System (CRS) program
- Participation provides flood insurance discounts
- Annual recertification ensures the City maintains its rating



Background and Purpose

- Annual recertification requires a report documenting the City's efforts
- The report is required to be presented to City Commission
- This informational agenda item is a summary of the report



Annual Report Topics Summary

- City addendum to the Clackamas County Natural Hazard Mitigation Plan (NHMP)
- City flood vulnerability assessment
- Extent of the floodplain area
- No flooding has occurred this year



**FEMA Community Rating System
2021 Annual Report**

Annual Report Topics Summary

- City mitigation activities include:
 - Upholding code
 - Implementing master plans
 - Providing stormwater management
 - Regular inspection and maintenance
- Public outreach and education
- Partnership with Clackamas County
- Participation in emergency preparedness activities



1996 Flood



FEMA Community Rating System 2021 Annual Report

Annual Report Topics Summary

- Changes since last year's report
 - No updates to Clackamas County NHMP or City addendum
 - 2020 Stormwater Master Plan update does not affect urban flood protection
 - City Emergency Management workgroup
 - Risk Rating 2.0 gives same higher CRS discount to those outside floodplain
 - 2021 CRS rating increase being pursued



1996 Flood



FEMA Community Rating System 2021 Annual Report

Next Steps

- The City will continue to participate in the CRS program
- The City is working to enhance its rating in the program by further documenting and developing floodplain management activities
 - An improved rating will additionally-discount citizen and business flood insurance
 - Work includes documenting activities and code/standards already in place and developing new processes





CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 10/20/2021
From: Aquatic and Recreation Manager Rochelle Anderholm-Parsch

SUBJECT:

Oregon City Parks and Recreation Financial Support & Sustainability Strategy Policy

STAFF RECOMMENDATION:

Staff recommends that the Commission adopts as policy the Oregon City Parks and Recreation Financial Support & Sustainability Strategy Policy.

EXECUTIVE SUMMARY:

The Oregon City Parks and Recreation Department (OCPR) has spent the last year working on a department-wide cost recovery analysis and policy creation. To reach this point the Department worked with a consultant to compile, analyze, and then guide the development of a cost recovery/tax subsidy continuum. The continuum reflects services on a scale. The model is based on a range of services and whether the service or program is more of an individualized benefit vs. community benefit. If the service or program is more individualized then the program is subsidized at a lower rate, while programs and services that have a higher community benefit receive higher subsidies.

The cost recovery model is called "The Financial Support and Sustainability Model". The model has been incorporated into the Financial Support and Sustainability Policy.

BACKGROUND:

In October 2020 the Oregon City Parks and Recreation staff contracted with Amilia Consulting USA to help in a department-wide cost recovery analysis, and methodology creation.

The Department's work with the consultant was completed in March 2021. This work included a full analysis of direct and indirect costs for all programs and services offered by the department. There were several presentations to the Parks and Recreation Advisory Committee (PRAC), as well as a joint work session with the Commission and PRAC. And, on two separate occasions during Commission work sessions, staff presented and asked input regarding the policy.

Engagement and Input Timeline:

- Dec. 3, 2020: Beneficiary of Services Exercise.

This meeting focused on public engagement that included input from several community stakeholders, staff, and elected officials. Those invited included, Oregon City Parks Foundation, Citizen Involvement Committee, McLoughlin Neighborhood Association, Barkley Hill Neighborhood Association, Canemah and Rivercrest Neighborhood Associations, Two-Rivers Neighborhood Association, Downtown Oregon City Association, Clackamas Heritage Partners, Unite Oregon City, Oregon City Chamber ED, County Aging & Disability Community Coordinator, and 9 staff members on the cost recovery taskforce.

- Dec. 8, 2020: Joint Work Session with PRAC and the City Commission

PRAC and the Commission provided input and ranked the departments “service categories” based on whether they felt something was more of an individual benefit vs. community benefit. This input was incorporated into the final cost recovery model.

- April 22, 2021: Cost Recovery Presentation to PRAC

The Department took the draft policy to the Parks and Recreation Advisory Committee (PRAC) for review and comments. PRAC unanimously supported the policy as written and has supplied a letter of support which is attached to the Commission packet.

- June 8, 2021: Commission Work Session

The Department brought forth the draft policy to Commission in a work session. The Commission provided overall support for the policy, but a request was made to see the policy in practice as it relates to fees, as well as the Departments Communication plan. The Commission made note of one edit to the policy as written and presented. The edit was made and reads as follows, “Therefore, it is important to establish a ~~methodology~~ **way** to subsidize programs at a higher ~~rate~~ **level** for our residents ~~participants~~.”¹ The Commission also requested staff present at another work session to bring an example of the master fee schedule that illustrates the policy in practice.

- Aug. 10, 2021: Commission Work Session

Staff returned with a master fee schedule and a communication plan. During this meeting it was expressed that Commission overall supports the Department’s efforts regarding the cost recovery policy, but a focus should be made on the special event permitting process, as well as working towards defining a City sponsored special event. The Department along with Economic Development, Public Works, and Planning, have met to discuss how to streamline this process. Furthermore, OCPR is surveying 34-40 other agencies to research ‘best practices’ and then evaluate the best practices against the Departments current practices. Not only is OCPR surveying other agencies, but the

¹ (Parsch, R. M. (2021, April 22). *Financial Support & Sustainability Strategy*. City of Oregon City, Oregon City. P.7)

Department is also surveying all special event users. The objective of these surveys is to hear directly from the users regarding what worked, what didn't, where the process failed, and where in the process the user felt supported. Input is being solicited from specific users, and the Department's goal is to have in place a more streamlined efficient customer experience by March 2022. Updates on this work will be provided to the Commission at a future work session.

- Oct. 20, 2021: Commission meeting requesting approval of the "Financial Support & Sustainability Strategy Policy"

It is the hope of the department that the Commission approves via resolution to adopt the "Financial Support & Sustainability Strategy Policy". By adopting this policy, the Department will have the tools and methodology to implement a fair and equitable fee schedule. Establishing a fair fee schedule will ensure financial sustainability and in turn improve and supply additional services for its users. Which the benefits realized through this policy will be frequently communicated with the public.

Provided in the Commission Packet:

- Staff Report
- Resolution to adopt the "Financial Support & Sustainability Policy"
- Exhibit A: Financial Support & Sustainability Strategy Policy
- Working Draft to Illustrate the Department-wide Master Fee Schedule
- Communication Plan
- Letter of Support from PRAC

OPTIONS:

1. Approve the Resolution No. 21-51 and adopt the Financial Support & Sustainability Policy
2. Deny Resolution No. 21-51 and do not adopt the Financial Support & Sustainability Policy

RESOLUTION NO. 21-51**A RESOLUTION ADOPTING THE OREGON CITY PARKS AND RECREATION'S FINANCIAL SUPPORT & SUSTAINABILITY STRATEGY POLICY**

WHEREAS, the Oregon City Parks and Recreation Department values organizational resilience by way of logical, intentional, and thoughtful guidelines for investment and spending decisions; and

WHEREAS, the Parks and Recreation Advisory Committee supports the Oregon City Parks and Recreation's policy to establish metrics to assess individual activities and subsidy goals, and it encourages the achievement of future programs and services to meet subsidy benchmarks and cost recovery targets; and

WHEREAS, the City Commission is adopting a financial support and sustainability model, which will allow the Oregon City Parks and Recreation Department to justify recovery of costs and to ensure the Department's financial stability in the near- and long-term future; and

WHEREAS, the Oregon City Parks and Recreation Department will use the Beneficiary of Services philosophy or "like" services to reasonably and equitably allocate subsidy and cost recovery levels for programs and services; and

WHEREAS, the categorizing by "type of service" or "likeness of service" discourages attempts to set fees and charges based upon special interests, age-based services, or individual values; and

WHEREAS, the proposed policy conceptualizes each type of service as a set of specific characteristics that provide a rationale for who should pay (e.g., taxpayers, the individual, or both) and to what degree; and

WHEREAS, the policy promotes practices that are fair, equitable, and responsible.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. That the Commission, by this resolution, adopts the Financial Support & Sustainability Strategy Policy attached to this resolution as Exhibit A.

Section 2. The effective date for the Financial Support & Sustainability Strategy Policy shall be the date this resolution is adopted and signed.

Approved and adopted at a regular meeting of the City Commission held on the 20th day of October 2021.

RACHEL LYLES SMITH, Mayor

Attested to this 20th day of October 2021:

Approved as to legal sufficiency:

Jakob Wiley, Assistant City Recorder

City Attorney

Exhibit A – City of Oregon City Parks & Recreation Financial Support & Sustainability Strategy Policy



EXHIBIT A

City of Oregon City Parks & Recreation Financial Support & Sustainability Strategy Policy

Background

Oregon City Parks and Recreation has limited procedures for establishing fees and charges for programs and services offered by the Parks & Recreation Department. The current fees and charges structure have been created through informal and arbitrary methods that do not provide a clear approach to cost recovery, priority of service delivery or ensuring access to public spaces or programs. The need for setting a sustainable financial model for operating, maintaining and reinvesting in the future of the parks and recreation department's system is important. Maintaining and ensuring equitable and continued access to current parks, recreation facilities and public programs is important as well.

Objective(s)

With multiple benefits accruing to both personal and public interests, it is appropriate for public parks and recreation services to be supported by a blend of participant fees and taxpayer funding. The City's biennium budget determines the amount of taxpayer support (subsidy) that is available for parks and recreation services. Charging fees is a way to ensure the availability of parks and recreation services and programs that supplement limited taxpayer dollars.

As of 2021, the City Oregon City Parks and Recreation Department is shifting towards a fiscal management philosophy that is focused on a "beneficiary of service". In this conceptualization, each type of service has a set of specific characteristics that provide a rationale for who should pay (e.g., taxpayers, the individual, or both) and to what degree. This approach aligns the allocation of tax dollars and cost recovery expectations with beneficiary of service.

Policy Statement

The City of Oregon City Parks and Recreation Department's Financial Support and Sustainability Strategy Policy intends to create organizational resilience by way of logical, intentional, and thoughtful guidelines for investment and spending decisions. The policy sets up a mechanism for revenue generation strategies, and revenue to expenditure comparisons. The policy establishes metrics to assess individual activities and subsidy goals, and it encourages the achievement of future programs and services to meet subsidy benchmarks and cost recovery targets. The policy promotes practices that are fair, equitable, and responsible. This direction is required in order to sustain the Department and its expectation as a provider of parks and recreational services. The justifiable recovery of costs as detailed in this policy is necessary to ensure the Department's financial stability in the near and long term.

Cost Recovery

The degree to which the cost (direct and indirect) of facilities, services and program is supported or paid for by user fees and/or other designated funding mechanism such as grants, partnerships, etc. versus the use of tax subsidies.

For example, a cost recovery level of 75% simply means that for each dollar spent on a service, \$.75 was generated from a revenue source with the remaining \$.25 was covered by subsidy dollars (i.e., taxes).

City of Oregon City Parks and Recreation's Service Categories

The development of categories which include *like* services are important when it comes to the justifiable and equitable allocation of subsidy and cost recovery levels. Service categories, and the associated subsidy and cost recovery goals, help the department assign budget projections and meet established fiscal performance (i.e., *like* services for the service category "Skill-based Beginning/Intermediate Activities" include swim lesson levels 1-5, school swimming lessons, entry level senior/aging adult contracted classes.)

The benefit of this type of approach are many. This approach improves efficiency and it fundamentally starts to breakdown systemic inequity issues and promotes a culture where the focus is Department-wide financial sustainability. Evaluating each of the Department's services, programs and activities is inefficient, unequitable, and does not promote Department-wide sustainability practices. Categorizing by "type of service" or "likeness of service" discourages attempts to set fees and charges based upon special interests, age-based services, or individual values.

The City of Oregon City Parks and Recreation Department provides hundreds of services annually to the community. The following Service Categories represent the Department's service menu and include Service Category definitions as well as example services.

Service Categories

Community Events includes annual events that are appealing to a majority of, or the entire community regardless of age, ability/skill, family composition, etc. These events are large-scale and highly intensive, and typically occur on an annual basis.

[Examples include: summer concerts, movies in the park, arbor day/enhancement day, Memorial Day Celebration, Day of Remembrance, Heritage Day, 175th Celebration]

Drop-in access includes activities which do not require registration, are non-instructed yet self-directed, and include staff/volunteer supervision or oversight.

[Examples include: public swim, indoor playground, Pioneer Center billiards, board games]

Enrichment & Wellness includes classes, clinics, workshops, and other led/or supervised activities in which pre-registration is required and the primary intent is to provide socialization, interaction, and life skills development with a focus on education and lifelong learning.

[Examples include: day camps, pre-school enrichment, youth, and adult field trips]

Food & Beverage includes the availability of consumable goods for purchase at various department facilities.

[Examples include: vending, event vendors, Pioneer Center coffee station]

Human Services focus on prevention as well as remediation of life challenges and maintaining quality of life, independence, and connection to the community by linking and/or providing resources for those in need.

[Examples include: home visits, transportation services, meal services, case management, information and referrals, Veterans counseling, footcare]

Inclusion provides access for individuals who require reasonable accommodations to participate in city services. Inclusion complies with the federal Americans with Disabilities Act (ADA) mandate.

[Examples include: inclusion assistance for participation in any City activity]

Merchandise for Re-sale includes non-consumable goods for purchase at various department facilities.

[Examples include: swim goggles, maps, and brochures at Ermatinger House]

Open Access includes open access to parks and park amenities and does not include staff/volunteer supervision or oversight.

[Examples include: outdoor basketball, outdoor tennis, playgrounds, spray parks, public art, trails, pickle ball courts (non-tournament)]

Rentals includes park, shelter, and facility rentals providing exclusive use of public spaces and places in the system.

[Examples include: aquatic facility rentals, Pioneer Center rentals, park shelter rental, historic house rentals, RV rentals, City owned house rentals, Sportcraft park rentals, End of the Oregon Trail Interpretive Center rentals, athletic field rentals]

Skill-based Advanced/Competitive Activities includes classes, clinics, workshops and other led and/or supervised activities in which pre-registration is required and the primary intent is to enhance, further, or master a skill.

[Examples include: personal training, private swim lessons, adult sport leagues, contracted advanced yoga]

Skill-based Beginning/Intermediate Activities includes classes, clinics, workshops and other led and/or supervised activities in which pre-registration is required and the primary intent is to acquire or learn a skill.

[Examples include: swim lesson levels 1-5, school swimming lessons, entry level senior/aging adult contracted classes]

Special Events includes events that are intended to serve a target market and/or special interests and may require pre-registration.

[Examples include: pool easter egg hunt, swamp swim, Daddy Daughter Dinner Dance, , Pioneer Center Health and Wellness Fair, Garage Sale]

Specialized Services This service category includes services that are commercial in nature and whose operations align most with those offered by the private sector.

[Example: cemetery operations]



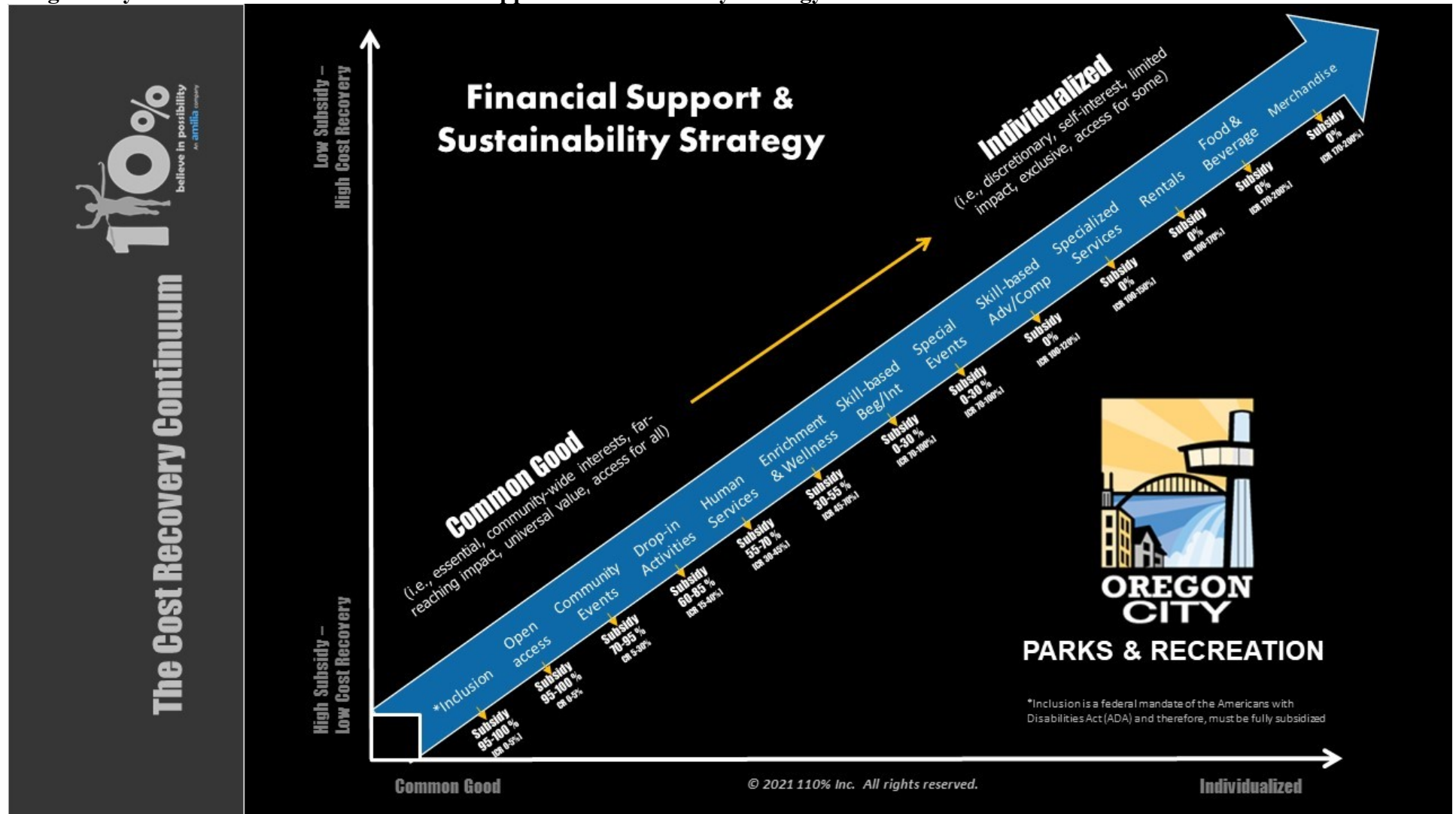
OREGON CITY

Parks and Recreation

1211 Jackson Street | Oregon City OR 97045
Ph (503) 657-8273 | fax (503) 656-0037 | www.oregoncity.org

Item 7a.

Oregon City Parks and Recreation Financial Support & Sustainability Strategy





The Strategy illustrates the degrees to which financial resources will be spent and expenses will be recovered. It is grounded in the differentiation of parks and recreation services on the basis of who benefits and who should pay. Economists have differentiated goods and services in the economy in this manner for decades and have designated three types of goods and services: community benefit, dual benefit, and individual benefit.

The City of Oregon City Parks and Recreation Department's Financial Support and Sustainability Strategy is grounded in a philosophy that acknowledges varying levels of service. This strategy shifts from philosophical underpinnings suggesting that all services should be provided at no or low cost for everyone to an equitable and just philosophy where subsidy allocation decisions are based upon "beneficiary of service". In this conceptualization, each type of service has a set of specific characteristics that provide a rationale for who should pay (e.g., taxpayers, the individual, or both) and to what degree. This aligns subsidy allocation and cost recovery goals and expectations with beneficiary of service. Those who benefit from a service should pay for that service.

A Financial Support and Sustainability Strategy Policy includes the Service Categories and realistic subsidy (tax dollar) allocation goals and expectations. The Model is a graphic representation of the Department's investment and revenue enhancement strategy.

The City Council, Parks and Recreation Advisory Committee, and community stakeholders provided input on criteria to define Community Benefit and Individual Benefit as they apply to the City of Oregon City. These criteria guide the placement of Service Categories on the Model and ultimately, tax dollar investment and cost recovery expectations (goals).

Community Benefit (justification for greater subsidy investment)

- Community building
- Provides accessibility to marginalized/under-represented populations
- Broad appeal to a wide audience

Individual Benefit (justification for greater cost recovery expectation)

- Exclusive; special interest
- Requires higher competency/ability level to participate
- Private sector competition exists
- Specialized activities

Updating Subsidy Investment Expectations

Service category cost recovery performance levels should be updated annually, and subsidy (tax dollar) investment goals should be reviewed, analyzed and updated at least every three years or more frequently as necessary.

Pricing – Setting Fees & Charges

Several pricing methods exist that will help Department staff in establishing fees and charges. The principal method for establishing services fees will be cost recovery pricing and expense management. Cost recovery

pricing is defined as determining a fee based on tax investment/cost recovery goals (targets included as part of Financial Support and Sustainability Strategy).

Other pricing methods may be utilized by the Department, however, any strategy or method used will ultimately require that cost recovery goals or subsidy allocation expectations are met. Common alternative pricing methods include:

- *Market (demand-based) pricing* results in pricing based on demand for a service or what the target market is willing to pay for a service. The private and commercial sectors commonly utilize this strategy. One consideration for establishing a market rate fee is determined by identifying all providers of an identical service (i.e., private sector providers, other municipalities, etc.), and setting the highest fee. Another consideration is setting the fee at the highest level the market will bear.
- *Competitive pricing* established prices fee based on what similar service providers or close proximity competitors are charging for services. One consideration for establishing a competitive fee is determined by identifying all providers of an identical or similar service (i.e., private sector providers, other municipalities, etc.), and setting the mid-point or lowest fee.
- *Value-based pricing* is a pricing strategy in which the price of a product or a service is decided on the basis of perceived value or benefit it can provide to a customer. Value-based pricing is more evident in places or markets where exclusive products are offered which offer more value than the generic or standard products.
- *Penetration pricing* has the aim of attracting customers by offering lower prices on services. While many may use this technique to draw attention away from the competition, penetration pricing often results in lost revenue and higher subsidy requirements. Over time, however, an increased awareness of the service may drive revenues and help organizations differentiate themselves from others. After sufficiently penetrating a market, organizations should consider raising prices to better reflect the state of their position within the market.
- *Premium pricing* establishes prices higher than that of the competition. Premium pricing is often most effective in the early days of a service's life cycle, and ideal for organizations that offer unique services. Because customers need to perceive products and services as being worth a higher price tag, an organization must work hard to create a value perception.
- *Bundle pricing* allows for the sale of multiple services for a lower rate than customers would pay if they purchased each service individually. Bundling can be an effective way of selling services that are poor performers and can also increase the value perception in the eyes of customers - essentially giving them something for a reduced rate.
- *Differential pricing* follows the "law of demand" by supporting a key pricing principle: some customers are willing to pay more than others. Differential pricing is the strategy of selling the *same* service to *different* customers at *different* prices. Differential pricing enables organizations to "profit" from their customers' unique valuations (ex. Prime time or surge pricing).

In the event a Service Category's tax dollar investment/cost recovery goal is higher than current cost recovery performance and fee increases are required, prices may need to be raised incrementally over time in accord with market acceptance to optimize revenue generation. However, if the market does not respond favorably to the

increase, the service may require divestment if the subsidy investment required cannot be justified based upon beneficiary of service.

In the event a tax dollar investment/cost recovery goal is less than the current level of recovery, the established fee will remain the same to ensure that there is no loss of revenue or negative impact on the Department's financial condition.

Financial Assistance – Reduced Rates

As part of its service delivery mission, the Department will continue to ensure that services are accessible to those who are socio-economically disadvantaged. This will require that funds are appropriated and available, and that they are fairly and equitably distributed throughout communities and groups in need.

Scholarship applications will be made available and will allow for the neediest individuals and families in Oregon City to have access to scholarship funds that can both satisfy need for assistance as well as provide equitable subsidies across the system (e.g., center to center, program to program).

The Department shall track scholarship funds awarded and provide an annual report. This process of tracking and reporting will aid in future planning of projected financial aid needs, award thresholds, and anticipated total population needing to be served based upon previous year's requests and results. Furthermore, tracking methods will be documented through needs quantification such as government assistance programs, but not limited to, Temporary Assistance for Needy Families (TANF) or Oregon City School District Federal Free/Reduced Lunch programs, individual's/family's location of residence, unemployment benefits, etc.).

Service Performance Measures

Methods that will be employed by the Department to evaluate the value and intended community impact of investment and spending choices are listed below. Metrics will be used to evaluate which services have significant relevance to the Department's fiscal condition due to efficiencies, customer retention and satisfaction. Service performance analysis should include, but are not limited, to, the following metrics.

Success Metric 1: Financial viability: a service must meet its minimum tax dollar investment/cost recovery goal and as noted on the Financial Support and Sustainability Strategy

Success Metric 2: Market position: the capacity (maximum) of a service must be @ 75% or more.

Success Metric 3: Increase in new users (or specific target populations): an increase in the number of participants from a special target market or market niche.

Success Metric 4: Participant retention: retaining current participant numbers.

Success Metric 5: Participant (customer) satisfaction: overall participant (customer) satisfaction must meet a minimum of 85% satisfaction or higher.

Resident & Non-Resident Rates | Setting Fees

Residents of Oregon City pay property tax that are used to subsidize Department services. Therefore, it is important to establish a way to subsidize programs at a higher level for our residents participants.

Divisions should set non-resident and resident rates when charging for services, activities, and programs. The Department should uniformly set resident and non-resident rates should follow the below procedures. A resident is defined as an address or location that is within the Oregon City, City limits.

Establishing residency can be conducted utilizing the City's GIS mapping resource.
(https://maps.orcity.org/Html5Viewer_4_12_2/index.html?viewer=OCWebMaps.OCWebMaps)

- *Programs and activities:* when creating a new program or activity there should be a resident and non-resident fees. A non-resident rate should be 50% greater than the resident fee with a max cap of \$20.
- *Rentals:* A non-resident rental rate should be 50% greater than the resident fee with a max cap of \$20.
- *Setting fees and determining subsidies:* Refer to the cost recovery policy.

Addressing Gaps between Existing Cost Recovery Rates and Target Rates for Existing Programs

1. Analyze success metrics for activities and programs not meeting cost recovery goal.
2. Analyze direct and indirect cost for providing activity or program.
 - a. Measure ratio of direct and indirect cost.
 - b. Identify cost reduction opportunities.
 - c. Implement cost reduction opportunities.
3. Suggest market increase commensurate with cost recovery goals.
 - a. Conduct market analysis of activity or program
 - b. Identify opportunities for capturing larger market.
4. Identify potential sponsorship, volunteers, donations, or pay-it-forward opportunities for supporting activity or program.
5. Consider divestment of program at end of 2 -year strategy term or sooner.

END POLICY

Pool	2020	2021	2022	2023
OCP&R Master Fee Schedule				
Drop in pricing				
Resident Youth / Seniors	\$ 3.50	\$3.75	\$5.00	\$5.25
Resident Adult	\$ 3.75	\$4.00	\$5.25	\$5.50
Non Res. Youth / Senior	\$ 4.50	\$4.75	\$6.00	\$6.25
Non Res Adult	\$ 5.00	\$5.25	\$6.50	\$6.75
Resident Family Swim	\$ 6.75	\$7.00	\$8.25	\$8.50
Non Res. Family Swim	\$ 9.00	\$9.25	\$10.50	\$10.75
Water Exercise Drop in pricing				
Resident Youth / Seniors	\$ 4.00	\$4.25	\$4.50	\$4.75
Resident Adult	\$ 4.25	\$4.50	\$4.75	\$5.00
Non Res. Youth / Senior	\$ 5.00	\$5.25	\$5.50	\$5.75
Non Res Adult	\$ 5.50	\$5.75	\$6.00	\$6.25
Punch cards				
Resident Youth / Seniors - 10 punch	\$ 25.25	\$26.00	\$27.75	\$28.50
Resident Adult - 10 punch	\$ 31.75	\$32.75	\$34.75	\$36.75
Non Res. Youth / Senior - 10 punch	\$ 38.75	\$40.00	\$42.25	\$43.50
Non Res Adult - 10 punch	\$ 47.75	\$49.25	\$51.75	\$53.25
Resident Youth / Seniors - 20 punch	\$ 36.50	\$37.50	\$39.75	\$41.00
Resident Adult - 20 punch	\$ 55.00	\$56.75	\$59.50	\$62.25
Non Res. Youth / Senior - 20 punch	\$ 54.75	\$56.50	\$59.50	\$61.25
Non Res Adult - 20 punch	\$ 82.75	\$85.25	\$89.00	\$91.50
Resident Youth / Seniors - 40 punch	\$ 58.00	\$59.75	\$62.50	\$64.50
Resident Adult - 40 punch	\$ 90.00	\$92.75	\$96.50	\$99.50
Non Res. Youth / Senior - 40 punch	\$ 87.25	\$89.75	\$93.50	\$96.25
Non Res Adult - 40 punch	\$ 134.50	\$138.50	\$143.50	\$147.75
Memberships				
Resident Youth / Seniors - Quarterly	\$ 49.00	\$50.50	\$55.50	\$60.50
Resident Adult - Quarterly	\$ 54.50	\$56.25	\$61.25	\$66.25
Non Res. Youth / Senior - Quarterly	\$ 82.00	\$84.50	\$89.50	\$94.50

Non Res Adult - Quarterly	\$ 91.75	\$94.50	\$99.50	\$104.50
Resident Youth / Seniors - Annual	\$ 98.50	\$101.50	\$106.50	\$111.50
Resident Adult - Annual	\$ 109.50	\$112.75	\$117.75	\$122.75
Non Res. Youth / Senior - Annual	\$ 165.75	\$170.75	\$175.75	\$180.75
Non Res Adult - Annual	\$ 184.00	\$189.50	\$194.50	\$199.50
Family Memberships				
Resident 2 person - Quarterly	\$ 98.25	\$101.25	\$111.25	\$121.25
Non Res 2 person - Quarterly	\$ 169.50	\$174.50	\$184.50	\$194.50
Resident 2 person - Annual	\$ 198.00	\$204.00	\$214.00	\$224.00
Non Res 2 person - Annual	\$ 330.75	\$340.75	\$350.75	\$360.75
Resident 3 person - Quarterly	\$ 107.75	\$111.00	\$121.00	\$131.00
Non Res 3 person - Quarterly	\$ 184.75	\$190.25	\$200.25	\$210.25
Resident 3 person - Annual	\$ 216.00	\$222.50	\$232.50	\$242.50
Non Res 3 person - Annual	\$ 360.25	\$371.00	\$381.00	\$391.00
Resident 4 person - Quarterly	\$ 117.25	\$120.75	\$130.75	\$140.75
Non Res 4 person - Quarterly	\$ 200.00	\$206.00	\$216.00	\$226.00
Resident 4 person - Annual	\$ 234.00	\$241.00	\$251.00	\$261.00
Non Res 4 person - Annual	\$ 390.00	\$401.75	\$411.75	\$421.75
Resident 5 person - Quarterly	\$ 126.75	\$130.50	\$140.50	\$150.50
Non Res 5 person - Quarterly	\$ 215.25	\$221.75	\$231.75	\$241.75
Resident 5 person - Annual	\$ 252.00	\$259.50	\$269.50	\$279.50
Non Res 5 person - Annual	\$ 419.50	\$432.00	\$442.00	\$452.00
Swim Lessons				
Resident Group Session	\$ 45.25	\$46.50	\$50.00	\$51.50
Non Res. Group Session	\$ 65.25	\$66.50	\$68.50	\$70.55
Swim Lessons				
Private Lesson	\$ 25.00	\$25.75	\$30.75	\$35.75
Semi-Private Lesson	\$ 36.50	\$37.50	\$42.50	\$47.50

Facility Rentals				
Resident Hourly Pool Rental	\$ 78.00	\$80.25	\$85.25	\$90.25
Non Res Hourly Pool Rental	\$ 98.00	\$100.25	\$105.25	\$110.25
Resident Hourly Community Room Ren	\$ 32.00	\$33.00	\$38.00	\$43.00
Non Res Hourly Community Room Ren	\$ 48.00	\$49.50	\$54.50	\$59.50
Resident Hourly Patio Rental	\$ 32.00	\$33.00	\$38.00	\$43.00
Non Res Hourly Patio Rental	\$ 48.00	\$49.50	\$54.50	\$59.50
Summer Camps				
Resident Pre-K Camp	\$ 44.74	\$ 53.68	\$ 58.75	\$ 63.75
Non Res Pre-K Camp	\$ 64.74	\$ 73.68	\$ 78.75	\$ 83.75
Resident Rivercrest Camp	\$ 154.14	\$ 184.97	\$ 190.00	\$ 195.00
Non Res Rivercrest Camp	\$ 174.14	\$ 204.97	\$ 210.00	\$ 215.00
Resident Aqua Camp	\$ 74.10	\$ 89.00	\$ 92.00	\$ 94.75
Non Res Aqua Camp	\$ 94.10	\$ 109.00	\$ 112.00	\$ 114.75
Lifeguard Certification Class				
Resident	\$ 127.50	\$131.25	\$151.25	\$171.25
Non Resident	\$ 148.50	\$151.25	\$171.25	\$201.25

PARKS MASTER FEE SCHEDULE

	2021		2021		2022		2023
Park Shelter Reservations	1-50 attendees		51-100 attendees		1-50 attendees		51-100 attendees
Atkinson Park	\$	65.00	\$	85.00	\$67 R \$87 NR		\$87 R \$107 NR
Canemah Children's Park	\$	65.00	\$	85.00	\$67 R \$87 NR		\$87 R \$107 NR
Chapin Park	\$	65.00	\$	85.00	\$67 R \$87 NR		\$87 R \$107 NR
Clackamette Park General Shelter	\$	65.00	\$	85.00	\$67 R \$87 NR		\$87 R \$107 NR
Clackamette Park Horseshoe Shelter	\$	65.00	\$	85.00	\$67 R \$87 NR		\$87 R \$107 NR
End of the Oregon Trail	\$	65.00	\$	85.00	\$67 R \$87 NR		\$87 R \$107 NR
Hillendal Park	\$	65.00	\$	85.00	\$67 R \$87 NR		\$87 R \$107 NR
Jon Storm Park	\$	65.00	\$	85.00	\$67 R \$87 NR		\$87 R \$107 NR
Rivercrest Park	\$	65.00	\$	85.00	\$67 R \$87 NR		\$87 R \$107 NR
Wesley Lynn Park	\$	85.00	\$	105.00	\$87 R \$107 NR		\$107 R \$127 NR
Tyrone S. Woods	\$	85.00	\$	105.00	\$87 R \$107 NR		\$107 R \$127 NR
any new park shelters	\$	85.00	\$	105.00	\$87 R \$107 NR		\$107 R \$127 NR
Rivercrest Spray Park (\$35/ppl max)	\$	45.00		\$45	\$47 R \$67 NR		NA

Special Event Permit Fee (based on number of people)	2020		2021		2022		2023
0 - 100 people	\$	75.00	\$	75.00	\$	75.00	\$ 75.00
101 - 200 people	\$	175.00	\$	175.00	\$	175.00	\$ 175.00
201 - 500 people	\$	275.00	\$	275.00	\$	275.00	\$ 275.00
501 - 2,000 people	\$	475.00	\$	475.00	\$	475.00	\$ 475.00
More than 2,000	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$ 1,000.00

Special Event Usage Fee (daily rate: 5:00 am - 10:00 pm)	2020		2021		2022		2023
Covered shelter(s) in the parks (except Wesley Lynn, TSW and Filbert Run) * per shelter	\$	170.00	\$	170.00	\$175 R \$195 NR		\$180 R \$200 NR
Wesley Lynn, TSW, and Filbert Run Shelter(s)	\$	210.00	\$	210.00	\$215 R \$235 NR		\$220 R \$ 240 NR
Other areas (i.e. grassy area, overflow parking at Clackamette, stage at EOT, pickle ball courts for smaller touranments) * this charge applies if other amenities are not affected by the event	\$	90.00	\$	90.00	\$95 R \$115 NR		\$100 R \$120 NR

Parking: reserved space \$2 per space *Only applies if event is just using the parking lot. Not the park site. (i.e. filming crew staging, or drive through event)

\$2.00

\$2.00

\$2.00

\$2.00

RV Park		2020		2021	2022 (100% CR)	2023 (170% CR)
Site 1 - 17 & 20 - 27	\$	25.00	\$	25.00	\$30 R \$50 NR	
Riverfront sites	\$	30.00	\$	30.00	\$40 R \$60NR	
Portable Restroom Fee:		2020		2021	2022	2023
1 ADA restroom (101+ attendees)	\$	190.00	\$	190.00	TBD	
1 ADA and 1 Deluxe restroom (225+ attendees)	\$	280.00	\$	280.00	TBD	
1 ADA and 2 Deluxe restrooms (350+ attendees)	\$	380.00	\$	380.00	TBD	
1 ADA and 3 Deluxe restrooms (475+ attendees)	\$	460.00	\$	460.00	TBD	
1 ADA and 4 Deluxe restrooms (600+ attendees)	\$	550.00	\$	550.00	TBD	
Field Use/Rentals		2020		2021	2022	2023
Field Rentals	\$10 / per hour	\$10 / per hour	\$10 / per hour	R \$10/per hour NR \$15	R \$10/ per hour NR \$15	
User Agreements	not in use currently	not in use currently	not in use currently	based on user agreement	based on user agreement	

OCP&R Master Fee Schedule
Pioneer Center

		2020	2021	2022	2023
Ballroom Rental-No Alcohol	\$65/hour + \$125 Janitorial + \$500 Deposit		\$65	\$75 R \$95 NR	\$85 R \$105 NR
Ballroom Rental-Alcohol	\$85/hour + \$125 Janitorial + \$600 Deposit + \$400 Security Fee		\$85	\$95 R \$115 NR	\$105 R \$125 NR
Ballroom Serving Area	\$125 (Optional)		\$125	\$135 R \$155 NR	\$145 R \$165 NR
Basement/Classroom Rental	\$20/hour		\$20	\$30 R \$50 NR	\$40 R \$60 NR
Basement Rental-After Hours	\$20/hour + \$25 Janitorial + \$100 Deposit		\$20	\$30 R \$50 NR	\$40 R \$60 NR



Subject: Communication Plan for the Oregon City Parks and Recreation Departments Cost Recovery work

Goal: It is the goal of the Oregon City Parks and Recreation Department to manage expenses and set fees to maintain and ensure equitable and continued access to current parks, recreation facilities and public programs. The goal is to have new department fees effective on July 1, 2022.

Action: Communicate and market to the public and stakeholders the ‘why’ and ‘how’ the Department plans to use the Financial Support & Sustainability Strategy Model for operating, maintaining, and reinvesting in the future of the parks and recreation.

Plan, Timeline, and Deliverables:

Plan	Timeline	Deliverables
Display Model on Website summarizing work and listing objectives and intentions	Oct. 2021	Announce upcoming work and intentions to the public
Email Stakeholder Group that assisted with cost recovery work during the public engagement phase.	Oct. 2021	Announce upcoming work and intentions to our stakeholders and those we engaged during the public process
Meet with community user groups to discuss user agreements and fee adjustments	Oct. 1, 2021 – Dec. 31, 2021	Start the process of user agreements and IGA negotiations with implementation of user agreements no later than July 1, 2022.
Post fee adjustments in City publications (i.e. Trail News) Provide at least 6 months of notification to the public via all sources of City marketing.	Continuous (no less than 6 months’ notice to the public)	Communicate continuously through publications, social media, and newsletters when the new fees are set to go into effect.
Work with community partners to continue fundraising efforts for the Departments Scholarship Program and align practices with other City owned properties (i.e. EOT)	Continuous	Communicate continuously through publication, social media and the City newsletter about the available of scholarships and assistance programs.
Attend community meetings to speak about the Departments cost recovery efforts and solicit sponsorships and partners. (i.e. Good Morning Oregon City)	Continuous.	Celebrate and educate the community and businesses about the Departments efforts to be more sustainable, equitable and fiscally responsible.
Update the Parks and Recreation Advisory Committee	Every July 1	Enlist the support and update the Parks and Recreation advisory committee on the Departments cost recovery efforts

Analyze and publish the Department's cost recovery performance	July 1. 2022 – Dec, 31 2022	Every year analyze Departments cost recovery data utilizing the cost recovery software
Every two years analyze the master fee schedule compared to cost recovery analysis and start the process of informing the community, elected officials, and advisory board	Jan. 2023 – April 2023	Adjustment master fee schedule based on analysis results, new fee schedule to take effect July 1, 2024.

Re: The Parks and Recreation Advisory Committee (PRAC) support regarding the Oregon City Parks and Recreation Financial Support and Sustainability Strategy Policy

Dear Oregon City Commission and Mayor Lyles Smith,

I am writing to you on behalf of The Oregon City Parks and Recreation Advisory Committee (PRAC) in support of the Oregon City Parks and Recreation Financial Support and Sustainability Policy as written and presented.

PRAC has been involved in the Department's cost recovery work and has been updated throughout the process. PRAC understands that currently Oregon City Parks and Recreation has limited procedures for establishing fees and charges for programs and services offered by the Parks & Recreation Department. The current fees and structure have been created through informal and arbitrary methods that do not provide a clear approach to cost recovery. PRAC supports the need for setting a sustainable financial model for operating, maintaining, and reinvesting in the future of the Parks and Recreation Department through a codified cost recovery policy.

The Parks & Recreation Department has done great work thus far and we are confident they will continue to do so going forward. We believe that the work they have done with the Oregon City Parks and Recreation Department's Financial Support and Sustainability Strategy Policy efforts will create organizational resilience by way of logical, intentional, and thoughtful guidelines for investment and spending decisions. The policy, as presented, sets up a mechanism for revenue generation strategies, and revenue to expenditure comparisons. The policy establishes metrics to assess individual activities and subsidy goals, and it encourages the achievement of future programs and services to meet subsidy benchmarks and cost recovery targets.

PRAC supports the proposed Parks and Recreation policy because it prioritizes practices that are fair, equitable, and responsible. We believe this policy is necessary to ensure the Department's financial stability in the near and long-term future.

On behalf of the Parks and Recreation Advisory Committee, I would like to thank you and encourage you to support the Oregon City Parks and Recreation Financial Support and Sustainability Strategy Policy as written and stated.

Sincerely,



Troy Bolinger

Chair, Oregon City Parks and Recreation Advisory Committee



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: 10/20/2021

SUBJECT:

Personal Services Agreement with RH2 Engineers for the Clairmont Area Waterline Replacements Project (CI 21-012)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with RH2 Engineers in the amount of \$228,614.00 for design services, preparation of bid documents, and construction services for the Clairmont Area Waterline Replacements Project (CI 21-012).

EXECUTIVE SUMMARY:

The project will replace approximately 3,500 feet of old cast iron waterline pipes with new ductile iron waterlines. In addition, new water services and new fire hydrants will be installed within the project area.

BACKGROUND:

The waterlines being replaced have been identified in the 2012 Oregon City Water Master Plan as needing to be replaced due to age and under-sized pipes. The replacement of these pipes will improve water quality and fire flows in the Clairmont area. In addition, the waterlines in this area have experienced numerous leaks over the past 20-25 years that the City's Public Works Water Operations crew have had to deal with.

The project will include replacement of existing waterlines, service lines, and fire hydrants on Roseberry Avenue, Wassail Lane, and Fortuna Court. The waterline in Caravatta Court was replaced by Water Operations recently due to a break in the line.

The attached scope of work (Exhibit A) outlines the detail by which the project will move forward through the design process, solicitation of bids, and construction phase.

The project will be designed this fall and advertised for bid in January/February 2022. Construction will occur in the Spring of 2022 and is anticipated to be completed by July 2022.

RH2 Engineers is a consultant on the City's utility infrastructure shortlist to prepare bid documents for capital improvement projects.

OPTIONS:

1. Authorize the City Manager to execute the Agreement.
2. Authorize the City Manager to execute the Agreement with specific modifications.
3. Deny the Agreement. If the Commission chooses to deny the Agreement, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$228,614.00

FY(s): 2021/22

Funding Source(s): Water Fund & Water SDC

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

CLAIRMONG AREA WATERLINE REPLACEMENTS PROJECT (CI 21-012)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **RH2 ENGINEERING** ("Consultant").

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **September 30, 2022**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **two hundred twenty-eight thousand, six hundred and fourteen dollars and no cents (\$228,614.00)**.

3. Scope of Services. Consultant's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. Standard Conditions. This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. Schedule. The components of the project described in the Scope of Services shall be completed according to Term, above.

6. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City
 PO Box 3040
 625 Center Street
 Oregon City, OR 97045
 Attention: John M. Lewis

To Consultant:

RH2 ENGINEERING
5335 Meadows Road, Suite 420
Lake Oswego, OR 97035
Attention: Kyle Pettibone

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of _____, 20____.

CITY OF OREGON CITY

RH2 ENGINEERING

By: _____
 John M. Lewis, P.E.
 Title: Public Works Director

By: _____

Name: _____

DATED: _____, 20____.

Title: _____

By: _____
 Anthony J. Konkol III
 Title: City Manager

DATED: _____, 20____.

DATED: _____, 20____.

ORIGINAL CITY COMMISSION APPROVAL (IF
 APPLICABLE):

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
 City Attorney

P:\PublicWorks\CIP_PS_RFQ_RFP\CIP_Open\CI 21-012 Clairmont Area Waterline Replacements\CONSULTANT\Contract\PSA - RH2 CI 21-012.docx

EXHIBIT A
Scope of Work
City of Oregon City
Clairmont Area Waterline Replacements Project
Project No. CI 21-012
September 2021

BACKGROUND

The City of Oregon City (City) has requested that RH2 Engineering, Inc., (RH2) provide engineering services for the design, services during bidding, and services during construction for the replacement of the existing waterlines in the Clairmont Area neighborhood within Wassail Lane, Rosebery Avenue, and Fortuna Court, as well as an easement through private property between Fortuna Court and Rosebery Avenue. The project includes design and construction of the following:

- Approximately 890 linear feet (LF) of 8-inch ductile iron (DI) waterline within Wassail Lane.
- Approximately 1,780 LF of 8-inch DI waterline within Rosebery Avenue.
- Approximately 820 LF of 8-inch DI waterline within Fortuna Court and through an easement between residential homes. *It is expected that the portion of waterline through the easement will be replaced using trenchless construction methods.*
- Approximately six (6) new fire hydrant assemblies.
- Approximately seventy-one (71) new water services.
- Four (4) new connections to the existing water system.

This Scope of Work has been prepared based on discussions with City staff.

Project Understanding and Assumptions

The following outlines RH2's understanding of the City's responsibilities, and the overall project goals and requirements. Assumptions used in preparing this Scope of Work also are identified, as appropriate.

The City will be responsible for the following:

- Provide a project manager who is responsible for overall project management and will provide coordination between RH2 and the City.
- Establish the work scope and design parameters for the project, including related standards.

- Provide RH2 copies of all available, relevant City utility as-built plans, topographical maps, reports, and studies pertinent to the project.
- Provide RH2 with GIS technical support, including a base map based upon coordinate geometry with aerial photography and topographic contours.
- Provide RH2 with the City's standard drafting frame, title block, and a *Drafting Standards Manual*.
- Provide RH2 with digital copies of the City's standard construction specifications, details, and front-end bidding document sections.
- Provide timely review and comment on all reports, drawings, and specifications submitted by RH2 to the City for review and approval.
- Coordinate and submit applications for any required permits. *RH2 may be requested to contribute project information for such applications as described in this Scope of Work.*
- Maintain records and process consultant invoices.
- Provide legal review of all construction contracts, bid forms, and real property.
- Provide notifications as necessary to the public and residences regarding the nature and timing of the work to be completed, including water system shut-down notices.
- Advertise and manage the bidding process for construction. *RH2 will reply to design/bid questions from potential bidders as described in this Scope of Work.*

In preparing this Scope of Work, the following assumptions were made:

- *It is anticipated that all improvements will be constructed within the developed right-of-way (ROW) or through existing easements.*
- *It is anticipated that the waterline through the easement will be replaced using pipe-bursting construction methods to minimize impacts to private improvements along the easement.*
- *It is anticipated that trench restoration requirements associated with the waterline project will be a standard T-cut per City Pavement Cut Standards for local streets.*
- *It is assumed that project meetings will be approximately one (1) to two (2) hours in duration and will be held through a virtual meeting platform.*
- *RH2 will rely on the accuracy and completeness of any data, information, or materials generated or provided by the City or others in relation to the work.*
- *RH2 will not be responsible for site safety or for directing the contractor in their work.*
- *It is assumed that the City will manage public outreach to the residences in the neighborhood.*

Task 1 – Project Management

Objective: Provide coordination of the RH2 project team, including regular communication with City staff, periodic progress reporting, monthly billing, and updates on project scope, schedule, and budget.

Approach:

- 1.1 Provide Project Administration and Reporting: Provide project management services during design, bidding, and construction contract administration, including staff scheduling, recordkeeping and filing, and project invoicing. Provide monthly billing invoices, including a detailed breakdown of staff hours billed by task. Include a summary of expenditures, percentage complete by task, and budget remaining per task. Coordinate with the City's project manager regularly to discuss project and task status.
- 1.2 Prepare and Maintain Project Schedule: Prepare and maintain the overall project schedule, including RH2 staff, subconsultants, and other resources. *It is assumed that the project schedule will be developed at project initiation and will be reviewed and revised at the 50-percent and 90-percent design milestones, in conjunction with City reviews.*
- 1.3 Attend Project Kickoff Meeting: Prepare for and attend project kickoff meeting. *The project kickoff meeting will be a meeting with City staff and will focus on initial design and waterline layout to get to the 50-percent design level.* Prepare meeting agenda and minutes.

RH2 Deliverables:

- Monthly invoices in electronic format (PDF).
- Project schedule at project kickoff, 50-percent, and 90-percent milestones in electronic format (PDF).
- Meeting agendas and minutes in electronic format (PDF).

Task 2 – Topographical Survey

Objective: Obtain and review background information relevant to the design. Coordinate with a professional land surveyor to prepare monumentation recovery and property line base map, perform topographic survey and prepare a base map of the project area, and perform post-construction review of existing monuments that may have been disturbed by construction.

Approach:

- 2.1 Prepare Monumentation Recovery and Property Line Base Map: Coordinate with a professional land surveyor, Compass Land Surveyors, Inc., (Compass), as a subconsultant to RH2, to prepare monumentation recovery and property line base map. *Completion of a Pre-Construction Record of Survey is not anticipated to be necessary to establish property and ROW lines prior to construction. This will be accomplished by locating a sufficient number of original plat monuments along the ROW lines to allow the ROW lines*

and property lines to be calculated with an anticipated level of accuracy of 0.2 feet. No centerline monuments exist, but there are a few locations where new installations will be close enough to the ROW line to raise concern of possible disturbance to monuments. In those particular areas, the original plat monuments will be searched for and tied if found. Should any of these monuments be disturbed by construction, monuments will need to be replaced and a Post-Construction Record of Survey will need to be prepared and filed. In accordance with ORS 672.047 and prior to starting fieldwork, Compass will provide Right-of-Entry Notification by first class mail to property owners whose property may need to be accessed for purposes of conducting field survey work.

- 2.2 Perform Topographic Site Survey and Prepare Base Map: Coordinate with Compass to perform topographical survey of surface features, monumentation, marked utilities, property lines, and ROW lines of the proposed alignment. Coordinate with Compass as necessary and respond to questions. Review and format survey data for design use. Review as-built drawings and perform site visit to compare survey information with field conditions. Update plans as necessary based on site visit. *Utility locates will be requested by Compass and provided via the One-Call network. Utility locate paint marks will be visible on the ground prior to the aerial survey. Given the project limits and site characteristics, Compass will utilize a combination of technologies and methodologies to obtain survey grade data over the entirety of the project limits suitable for final design purposes of engineering site plans. Compass will perform an aerial survey utilizing unmanned aerial vehicle (UAV) technology to create an orthorectified photo with high resolution imagery of the project area which will be utilized to create the topographic survey base. The aerial survey data will be augmented with data obtained by conventional ground survey technologies to obtain data in areas where vegetated cover exists or where higher precision of specific features is required.*
- 2.3 Perform Post-Construction Monument Inspection: Coordinate with Compass to perform a post-construction monument survey and submit Record of Survey to the Clackamas County (County) Surveyor's Office. *Following the completion of construction, Compass will dispatch a field technician to the site to determine if any original plat monuments have been disturbed as identified during Monumentation Recovery and Property Line Base Map preparation. At the completion of this inspection, Compass will issue a results letter indicating that no monuments have been disturbed, or, in the event that monuments have been disturbed, an estimate of the cost to replace any disturbed monuments and file a subsequent Post-Construction Record of Survey. A Post-Construction Record of Survey is not included in this Scope of Work.*

Provided by City:

- Existing as-builts for subsurface utilities in electronic format (PDF).

RH2 Deliverables:

- Topographical survey and base maps for project area in electronic format (DWG and PDF).

- Letter stating results of post-construction monument inspection in electronic format (PDF).

Task 3 – Utility Coordination

Objective: Perform utility coordination work related to the following franchise and private utilities: power, communications, gas, cable television, and other private utilities that may be present within the project limits. Confirm utility owners within the project limits and assist utility owners with identifying and addressing potential utility conflicts.

Approach:

- 3.1 Coordinate with Utility Owners and Distribute Project Information Letter: Identify utility contacts and prepare and distribute a project information letter to the involved utility companies to explain the nature of the work and anticipated project schedule. Maintain record of correspondence with utility companies.
- 3.2 Identify Potential Utility Conflicts and Coordinate Utility Potholing: Coordinate with City and utility owners to help identify potential utility conflicts relevant to the preparation of the 50-percent design drawings. Prepare and distribute a notice of potential utility conflict letter and preliminary design drawings, and coordinate with utility owner to obtain pothole information.
- 3.3 Coordinate with Utility Owners Regarding Conflicts: Prepare and distribute a notice of utility conflict and 90-percent design plans to impacted utility owners. Coordinate and assist utility owners with addressing potential conflicts by either relocation, adjustments, or protection of the existing utility. Notify utility owners of time schedule for utility relocations or adjustments.
- 3.4 Notify Utility Owners of Construction: Prepare and distribute a construction information letter to the involved utility owners.

Assumptions:

- *It is anticipated that the majority of potential utility conflicts can be avoided with reasonable and timely cooperation from the impacted utility owners. Affected utilities will be responsible for potholing their facilities, as requested, to assist in developing designs that avoid their facilities to the extent practical, and will be responsible for developing their relocation designs to accommodate the project.*
- *City utilities include water, sanitary sewer, and storm sewer facilities. It is assumed the City will locate its utilities by potholing or other means as deemed necessary to resolve conflicts in the construction of the project.*

RH2 Deliverables:

- Utility contact list and record of correspondence with utility owners.
- Project information letter(s) upon project initiation sent to each utility owner via the United States Postal Service (USPS) and email.

- Notice of potential utility conflict letter(s) sent via USPS to each affected utility owner, and letter(s) with preliminary project drawings and detailed redlines of potential conflict locations sent via email to each affected utility owner.
- Notice of utility relocation letter(s) sent via USPS to each affected utility owner, and letter(s) with 90-percent project plans and utility relocation and time schedule requirements sent via email to each affected utility owner.
- Project construction information letter(s) upon awarding the construction project sent to each utility owner via USPS and email.

Task 4 – 50-Percent Design

Objective: Prepare preliminary plans and an engineer’s opinion of probable construction cost for the proposed waterline improvements.

Approach:

- 4.1 Prepare 50-Percent Design: Prepare preliminary design plans to the 50-percent design level with horizontal and vertical alignment detail of the waterline improvements for City review. Connection points and other significant details will be included. An engineer’s opinion of probable construction cost will be developed for the preliminary design review submittal.
- 4.2 Attend 50-Percent Review Meeting: Provide and present 50-percent design, including preliminary plan/profile sheets, connection details, engineer’s opinion of probable construction cost, and updated project schedule for the City’s review and comment. Attend one (1) review meeting with City staff and prepare meeting agenda and minutes.

Assumptions:

- *It is assumed that the City will provide review comments as written summary or as redline markups to the plans based on the 50-percent plan review meeting.*
- *RH2 will evaluate trenchless construction options for the portion of the waterline through the existing easement area and review with the City to determine its preferred method.*

RH2 Deliverables:

- Preliminary plan and profile sheets at 1-inch equals 20 feet horizontal scale and 1-inch equals 5 feet vertical scale in electronic format (PDF).
- Preliminary engineer’s opinion of probable construction cost based on 50-percent design in electronic format (PDF).
- Meeting agenda and minutes for the 50-percent review meeting in electronic format (PDF).

Task 5 – 90-Percent Design

Objective: Develop 90-percent plan sheets, technical specifications, bid documents, and update engineer's opinion of probable construction cost for the proposed improvements.

Approach:

- 5.1 Prepare 90-Percent Plans and Specifications: Incorporate the City's 50-percent review comments and prepare 90-percent design plans. The plans will include the final configurations for connections to the City's system, trench, bedding materials, backfill, compaction, and surface restoration, along with other supporting details and requirements for construction, testing, and permitting. The details of the preferred trenchless construction option will be included in the 90-percent plan set. Prepare construction contract documents to the 90-percent level, including both technical and non-technical construction contract requirements, general conditions, and special requirements. Prepare 90-percent engineer's opinion of probable construction costs for the proposed improvements.
- 5.2 Perform Quality Control Review: Perform internal quality control and quality assurance (QA/QC) review of the 90-percent plans and specifications.
- 5.3 Attend 90-Percent Review Meeting: Provide and present 90-percent design, including plans, specifications, engineer's opinion of probable construction cost, and updated project schedule for the City's review and comment. Attend one (1) review meeting with City staff and prepare meeting agenda and minutes.

Assumptions:

- *It is assumed that the construction contractor will be responsible for preparing the final traffic control and erosion control plans in accordance with City requirements.*
- *Non-technical front-end specifications will be prepared using the City's most recent standard forms. Technical specifications will be in Oregon Department of Transportation/American Public Works Association most recent format.*
- *It is assumed that the City will provide review comments as written summary or as redline markups to the plans based on the 90-percent review meeting.*

Provided by City:

- Current Non-technical front-end specifications in electronic format (Microsoft Word).

RH2 Deliverables:

- Electronic (PDF) copy of 90-percent plans and construction contract documents, including front-end documents and technical specifications.
- Engineer's opinion of probable construction cost based on 90-percent design in electronic format (PDF).

- Meeting agenda and minutes for the 90-percent review meeting in electronic format (PDF).

Task 6 – Bid-Ready Design

Objective: Develop bid-ready plan sheets, technical specifications, and bid documents for the proposed improvements.

Approach:

- 6.1 Prepare Bid-Ready Plans and Specifications: Incorporate QA/QC and City's 90-percent review comments and prepare plans and specifications for bidding and construction. Provide one (1) hard copy of bid-ready documents for use in reproduction of bidding documents.

RH2 Deliverables:

- Electronic versions of the complete construction contract bidding documents, including front-end documents, technical specifications, plans, standard drawings, and cost estimate (PDF, Word, Excel, and AutoCAD formats).
- Provide one (1) reproducible set of bidding documents in hard copy format with half-size (11-inch by 17-inch) plan sheets.

Task 7 – Services During Bidding

Objective: Provide bidding assistance, as requested by the City, to respond to bidder questions, prepare addendum, conduct bidder evaluations, and recommend award for the project.

Approach:

- 7.1 Respond to Bidder Questions and Prepare Addendum: Respond to questions from bidders regarding construction plans, technical specifications, or construction contract conditions during the bidding process. Assist the City in preparing an addendum for plan holders if determined necessary by the City and RH2 during the bidding process.
- 7.2 Assist with Bid Opening and Bidder Evaluation: Review subcontractors, suppliers, and others proposed by the prime contractor if required by the bidding documents. Develop bid tabulation and provide a letter of recommendation for award.

Assumptions:

- *It is assumed that up to one (1) addendum may be needed.*
- *It is assumed that no special prequalification will be required of bidders or contractors.*
- *It is assumed that the City will take the lead in the bid administration and award phase.*
- *RH2 will perform the services described up to the amounts included in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2.*

RH2 Deliverables:

- Assistance with one (1) addendum, as needed. Addenda will be in electronic format (PDF).
- Bid tabulation and letter of recommendation for award in electronic format (PDF).

Task 8 – Services During Construction

Objective: Provide construction contract administration services during project construction to support the City. As the engineer of record, RH2 will provide periodic observation of the construction to review whether those elements of construction that are observed by RH2 conform to the project plans and specifications.

Approach:

- 8.1 Attend Pre-Construction Conference: Prepare for and attend the pre-construction conference with the contractor, City, special inspector, and impacted or adjacent utilities. Prepare an agenda and meeting minutes for the pre-construction conference.
- 8.2 Review Clarifications and Change Orders: Review written requests for information (RFIs) and change order proposals and provide written responses to the City.
- 8.3 Review Submittals: Review contractor submittals, shop drawings, and field testing per the project documents. Coordinate with the City regarding substitute and “or-equal” items proposed for use by the contractor.
- 8.4 Perform Periodic Field Observations, Construction Meetings, and Final Walkthrough: Provide part-time observation of the construction work in progress per the plans, specifications, and City standards. *Part-time construction observation includes, on average, approximately twenty (20) hours per week for fourteen (14) weeks of construction.* Provide construction observation reports for each site visit at weekly progress meetings. Coordinate with the contractor and City inspectors to provide construction observation at critical stages of construction and as requested by the City. *The Contractor will retain and coordinate with testing firm(s) for all special inspections.* Meet with the City and contractor weekly to review contractor’s progress. Assist the City with project closeout services, including final walkthrough, production of punchlist, and review of punchlist completion. Prepare recommendation for project acceptance.
- 8.5 Prepare Record Drawings: Provide record drawings representative of the as-constructed project. Record drawings will be completed based upon contractor’s redlined markups, RH2, and City inspectors redlined markups to as-bid drawings. Special inspections completed by the contractor will be included as necessary. Record drawings will be completed per City standards.

Assumptions:

- *RH2 will provide construction contract administration and observations, including periodic site visits to monitor progress, respond to questions and address issues, confirm pay requests, and other on-call requests from the City. An average of twenty (20) hours per*

week for fourteen (14) weeks of construction has been assumed for field visits and observations.

- *Submittal review is assumed to be eleven (11) submittals with 30-percent resubmittal, including the project schedule and schedule updates.*
- *The contractor will be responsible for providing construction survey and staking for field control and as-built surveying for use in preparing as-built drawings.*
- *The City will coordinate directly with the contractor for testing, system shutdowns, and connections.*
- *Construction phase services defined in this Task are variable in nature and depend in part on the contractor awarded the project. RH2's estimate is based upon an experienced and reasonable contractor being awarded the construction contract. RH2 recommends the City budget the amount shown in the fee estimate plus a contingency amount. The contingency would cover additional services if a more intensive level of observation and construction support is necessary.*

RH2 Deliverables:

- Pre-construction conference administration and documentation, including pre-construction conference meeting agenda and minutes in electronic format (PDF).
- Clarifications and change orders review and documentation, if required in electronic format (PDF).
- Submittal and shop drawings review and documentation in electronic format (PDF).
- Weekly construction meeting agenda and minutes in electronic format (PDF).
- Construction observation and correspondence with the City and contractor, as needed, within the budgeted hours authorized. Construction observation reports from site visits to be provided to the City at progress meetings in electronic format (PDF).
- Review and recommendation of contractor requests for payment in electronic format (PDF).
- Punchlist following final walkthrough in electronic format (PDF).
- Letter recommending substantial completion and project acceptance in electronic format (PDF).
- Record drawings in PDF and AutoCAD® DWG format, including external references, prepared in accordance with City standards.

Project Schedule

RH2 will proceed with engineering services upon written authorization from the City. *For scheduling purposes, it is assumed that design work will begin in September 2021 and bidding will occur in January 2022.*

EXHIBIT A**Fee Estimate****City of Oregon City****Clairmont Area Waterline Replacements Project****Sep-21**

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	Project Management	49	\$ 8,994	\$ -	\$ 252	\$ 9,246
1.1	Provide Project Administration and Reporting	31	\$ 5,446	\$ -	\$ 142	\$ 5,588
1.2	Prepare and Maintain Project Schedule	9	\$ 1,818	\$ -	\$ 65	\$ 1,883
1.3	Attend Project Kickoff Meeting	9	\$ 1,730	\$ -	\$ 45	\$ 1,775
Task 2	Topographical Survey	23	\$ 4,130	\$ 38,393	\$ 457	\$ 42,980
2.1	Prepare Monumentation Recovery and Property Line Base Map	3	\$ 568	\$ 13,041	\$ 42	\$ 13,651
2.2	Perform Topographic Site Survey and Prepare Base Map	17	\$ 2,994	\$ 24,604	\$ 374	\$ 27,972
2.3	Perform Post-Construction Monument Inspection	3	\$ 568	\$ 748	\$ 42	\$ 1,357
Task 3	Utility Coordination	63	\$ 10,669	\$ -	\$ 543	\$ 11,212
3.1	Coordinate with Utility Owners and Distribute Project Information Letter	10	\$ 1,547	\$ -	\$ 46	\$ 1,593
3.2	Identify Potential Utility Conflicts and Coordinate Utility Potholing	27	\$ 4,686	\$ -	\$ 124	\$ 4,810
3.3	Coordinate with Utility Owners Regarding Conflicts	21	\$ 3,720	\$ -	\$ 348	\$ 4,068
3.4	Notify Utility Owners of Construction	5	\$ 716	\$ -	\$ 25	\$ 741
Task 4	50-Percent Design	149	\$ 26,496	\$ -	\$ 2,770	\$ 29,266
4.1	Prepare 50-Percent Design	144	\$ 25,580	\$ -	\$ 2,747	\$ 28,327
4.2	Attend 50-Percent Review Meeting	5	\$ 916	\$ -	\$ 23	\$ 939
Task 5	90-Percent Design	208	\$ 37,583	\$ -	\$ 3,619	\$ 41,202
5.1	Prepare 90-Percent Plans and Specifications	181	\$ 31,637	\$ -	\$ 3,393	\$ 35,030
5.2	Perform Quality Control Review	22	\$ 5,030	\$ -	\$ 203	\$ 5,233
5.3	Attend 90-Percent Review Meeting	5	\$ 916	\$ -	\$ 23	\$ 939
Task 6	Bid-Ready Design	75	\$ 13,313	\$ -	\$ 1,400	\$ 14,713
6.1	Prepare Bid-Ready Plans and Specifications	75	\$ 13,313	\$ -	\$ 1,400	\$ 14,713
Task 7	Services During Bidding	40	\$ 6,424	\$ -	\$ 176	\$ 6,600
7.1	Respond to Bidder Questions and Prepare Addendum	22	\$ 3,534	\$ -	\$ 88	\$ 3,622
7.2	Assist with Bid Opening and Bidder Evaluation	18	\$ 2,890	\$ -	\$ 88	\$ 2,978
Subtotal of Design and Bidding Phase Tasks		607	\$ 107,609	\$ 38,393	\$ 9,217	\$ 155,218
Task 8	Services During Construction	432	\$ 70,526	\$ -	\$ 2,869	\$ 73,395
8.1	Attend Pre-Construction Conference	10	\$ 1,662	\$ -	\$ 57	\$ 1,719
8.2	Review Clarifications and Change Orders	46	\$ 7,618	\$ -	\$ 190	\$ 7,808
8.3	Review Submittals	40	\$ 6,424	\$ -	\$ 161	\$ 6,585
8.4	Field Observations, Construction Meetings, and Final Walkthrough	312	\$ 50,672	\$ -	\$ 1,972	\$ 52,644
8.5	Prepare Record Drawings	24	\$ 4,150	\$ -	\$ 489	\$ 4,639
Subtotal Services During Construction Tasks		432	\$ 70,526	\$ -	\$ 2,869	\$ 73,395
PROJECT TOTAL		1039	\$ 178,135	\$ 38,393	\$ 12,086	\$ 228,614

EXHIBIT A RH2 ENGINEERING, INC. 2021 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$145	\$/hr
Professional II	\$161	\$/hr
Professional III	\$174	\$/hr
Professional IV	\$190	\$/hr
Professional V	\$205	\$/hr
Professional VI	\$217	\$/hr
Professional VII	\$233	\$/hr
Professional VIII	\$244	\$/hr
Professional IX	\$244	\$/hr
Control Specialist I	\$133	\$/hr
Control Specialist II	\$145	\$/hr
Control Specialist III	\$159	\$/hr
Control Specialist IV	\$172	\$/hr
Control Specialist V	\$184	\$/hr
Control Specialist VI	\$198	\$/hr
Control Specialist VII	\$211	\$/hr
Control Specialist VIII	\$221	\$/hr
Technician I	\$111	\$/hr
Technician II	\$121	\$/hr
Technician III	\$138	\$/hr
Technician IV	\$148	\$/hr
Technician V	\$162	\$/hr
Technician VI	\$178	\$/hr
Technician VII	\$193	\$/hr
Technician VIII	\$203	\$/hr
Administrative I	\$72	\$/hr
Administrative II	\$86	\$/hr
Administrative III	\$102	\$/hr
Administrative IV	\$121	\$/hr
Administrative V	\$139	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.560	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT

Item 7b.

1. Consultant Identification. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth in this Agreement, nor shall City pay Consultant any fees or costs that City reasonably disputes.

3. Independent Consultant Status.

(a) Consultant is an independent consultant and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Consultant represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Consultant maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Consultant provides services for two or more persons within a 12-month period or routinely engages in advertising, solicitation or other marketing efforts. Consultant makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

(d) Consultant is not eligible for any federal social security or unemployment insurance payments. Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.

(e) Consultant agrees and certifies that it is licensed to do business in the State of Oregon and that, if Consultant is a corporation, it is in good standing within the State of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Consultant, delivered by certified mail, email, or in person.

(b) Upon receipt of notice of early termination, Consultant shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of the City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT

Item 7b.

Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

- (i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.
- (ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.
- (iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.
- (iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.
- (v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.
- (b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Consultant by reason of this Agreement.

(c) The payment of a claim in this manner shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

(d) Consultant and subconsultants, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. Subconsultants and Assignment.

Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the City. The City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the Consultant.

8. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT

Item 7b.

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, ~~agents, Consultants,~~ and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim ~~caused or alleged to be~~ caused by the negligent acts, omissions, or errors ~~activities or services~~ by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing

coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Consultants of Consultant shall maintain such insurance.

(c) Comprehensive General and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/\$4,000,000 annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, or errors ~~activities or services~~ in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT

Item 7b.

14. Legal Expenses. In the event legal action is brought by City or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United

States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Consultant shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Consultant shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Consultant. Copies as requested shall be provided at the Consultant's standard expense rates. ~~free of cost to City.~~

23. City's Responsibilities. City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall

STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT

Item 7b.

give written notice to that effect to the other party and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration

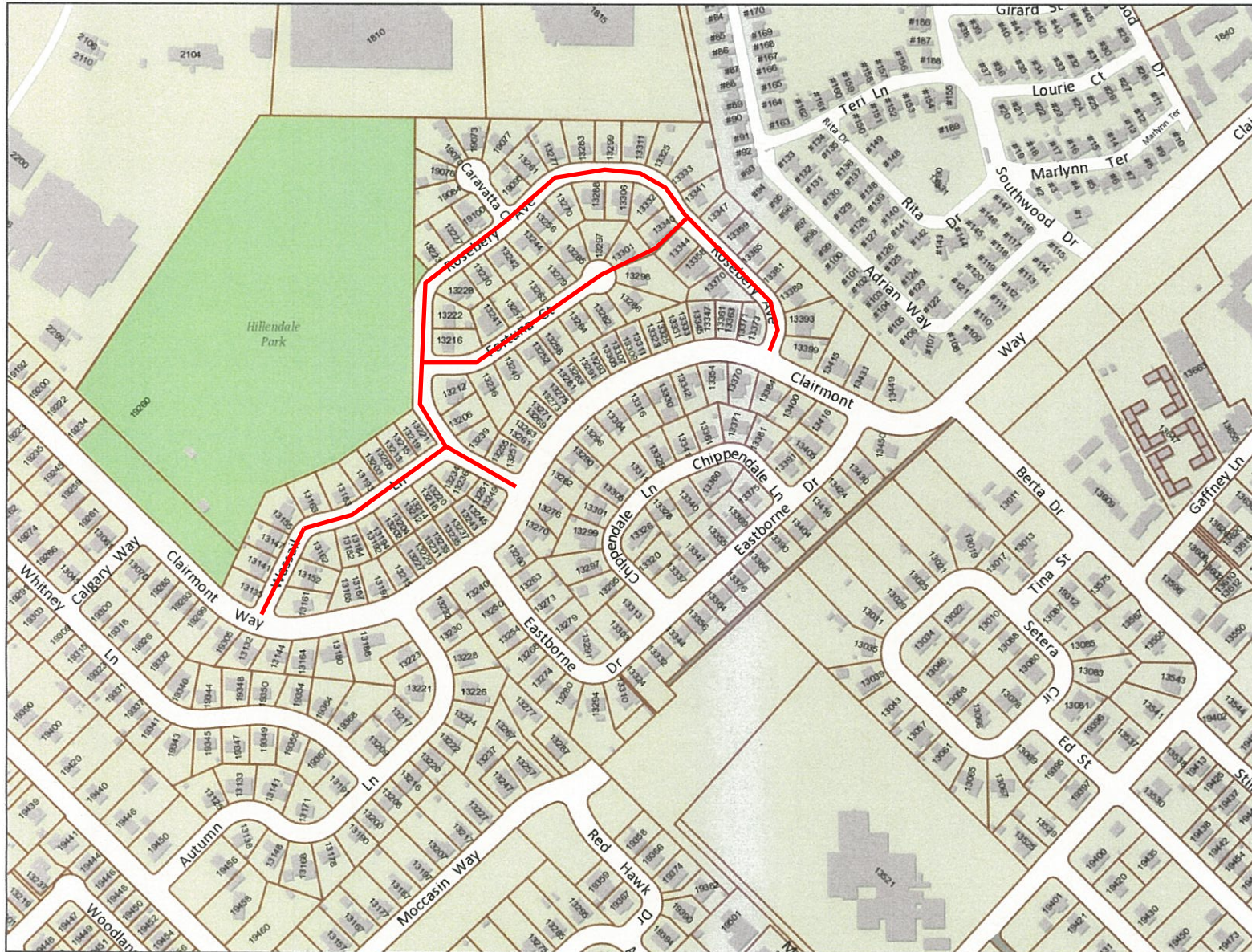
determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

Oregon City GIS Map

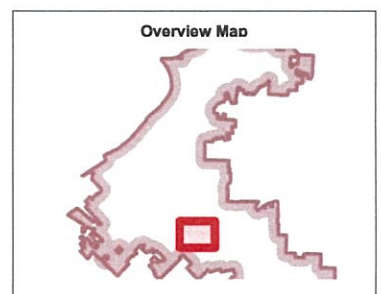
Item 7b.



Legend

- Street Names
- Taxlots
- Taxlots Outside UGB
- Unimproved ROW
- City Limits
- UGB
- Basemap

Notes



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, surveying or navigation purposes. Notification of any errors is appreciated.

Map created 10/4/2021



0 400 800 Feet

1: 4,800

Clairmont Area Waterline Replacements

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





CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 10/20/2021

SUBJECT:

Personal Services Agreement with EC Electric for Generator Power Modifications at the Robert Libke Public Safety Building

STAFF RECOMMENDATION:

Staff recommends the City Commission authorize the City Manager to enter into the agreement with EC Electric to perform generator power modifications at the Robert Libke Public Safety Building.

EXECUTIVE SUMMARY:

Construction of the Robert Libke Public Safety Building was completed in October of 2020. This included the purchase and installation of an emergency generator intended to provide critical power to the building in an emergency. There are electrical circuits within the building that must be added to the generator for more efficient police and emergency operations during a power outage.

BACKGROUND:

During the winter ice storm of 2021, the Robert Libke Public Safety Building lost power. The generator came on and powered the building as designed. What became immediately apparent was there were certain areas of the building that were not powered by the generator.

The generator currently powers the building in a way that allows staff to operate out of the building, but there were assumptions made during the design process that did not translate into an efficient operation of the building—especially for emergencies that would leave the building on generator power for an extended period. For instance, the lights and most of the electrical plug-ins work in the area where officers work, but the lights in the bathrooms are not powered under the generator. The circuit that has the staff refrigerator is not on generator power. The issues are basically the difference between conceptual design and actual usage of the building once the police department occupied and used the space.

Police staff first received quotes for this work that included higher bids, including one over \$130,000. In addition, the original electrical engineer wanted about \$10,000 to design the reconfiguration/fix. Police staff worked with the designers and the project architect to reduce the costs. The engineering firm agreed to do the design work free of charge and the project scope was refined to a more realistic figure.

The contract is for a not to exceed (NTE) amount of \$60,000. For more details on the scope, see page 2 of their proposal. This provides a good overview.

OPTIONS:

1. Approve the contract with EC Electric.
2. Deny the contract with EC Electric

BUDGET IMPACT:

Amount: NTE \$60,000

FY(s): 2021-22

Funding Source(s): General Fund Police Operating Budget

CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and EC Electric ("Consultant").

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until June 30, 2022, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a Not to Exceed (NTE) basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed \$60,000.

3. Scope of Services. Consultant's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. Standard Conditions. This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

6. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: City Manager

To Consultant:

EC Electric
2121 NW Thurman Street
Portland, OR 97210
Attn: Dave Bond, Project Manager

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of February 2018.

CITY OF OREGON CITY

Dave Bond, Project Manager

By: _____
Anthony J. Konkol, III
Title: City Manager

By: _____
Title: _____

DATED: _____, 2021.

DATED: _____, 2021.

By: _____
James H. Band
Title: Chief of Police

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney



ecpowerslife.com

Item 7c.

OCPD Generator Power Modifications

September 7, 2021

ALBANY
541.926.4266

BAY CITY
503.377.2154

EUGENE/SPRINGFIELD
541.345.0669

PORTLAND
503.224.3511

REDMOND
541.316.2023

SEATTLE
206.242.3010

OR: CCB #49737
WA: ECCOM**1

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Proposal Overview

Standby Power

The Oregon City Police Department would like to have more equipment and lighting put on the standby backup generator power than was originally designed.

Overall Scope of Work

We propose to put the majority of interior lighting on the generator and to place all requested 120 volt convenience outlets and equipment listed on the standby generator.

The standby generator is a Generac 300kW 480 volt diesel.

It currently has a connected load of 195kW.

We propose to add the lighting which is 5kW rated connected load.

We propose to add the power and equipment which calculates to 36kW connected load.

This would add a total of 41kW for a new total connected load on the standby generator of 236.2 kW connected load.

Please note that connected load is much more than actual everyday usage. Realistically the actual load the generator will see is going to be much less. "Connected load" is every light fixture and piece of equipment running constantly at full nameplate value and all 120 volt duplex receptacle power outlets calculated at 1.5 amps each.

Lighting Loads

- Transfer the feed for the existing lighting circuits, Panel 4LA – branch circuits #1 and #3 to Panel E4LA.
- Panel 4LA is part of 'Panel Group A' located in the main electrical room, Room 159.
- Panel E4LA is located in the emergency electrical room, Room 146.
- The approximate distance between Panel 4LA and E4LA is 40'.





- 60' 3/4" EMT with (4) #10 THHN stranded surface mount and run overhead across a hallway on CLT beams approx. 14' height – 4LA to E4LA.
- Courtroom is feed from Panel 4LB – branch circuit #3 and this circuit would be transferred to Panel E4LB.
- Panels 4LB and E4LB are both located in electrical / mechanical room, Room 217. The approximate distance between Panel 4LB and E4LB is 5'.
- 20' 3/4" EMT with (4) #10 THHN stranded surface mount on sheetrock – 4LB to E4LB.

ROOM	Lighting on sheet E-201A	EXISTING BRANCH CIRCUITS	NEW BRANCH CIRCUITS	LIGHT FIXTURES
RM 155	Evidence Processing	Panel 4LA, Ckt #1	Panel E4LA, Ckt # 5	(2) type L11
RM 166	Interview	Panel 4LA, Ckt #1	Panel E4LA, Ckt # 5	(1) type L15B
RM 167	Interview	Panel 4LA, Ckt #1	Panel E4LA, Ckt # 5	(1) type L15B
RM 163	Patrol Equipment	Panel 4LA, Ckt #3	Panel E4LA, Ckt # 7	(2) type L15A
RM 134	Shower	Panel 4LA, Ckt #3	Panel E4LA, Ckt # 7	(1) type L12A, (2) type L21
RM 133	ADA Shower	Panel 4LA, Ckt #3	Panel E4LA, Ckt # 7	(1) type L12A, (2) type L21
RM 132	Shower	Panel 4LA, Ckt #3	Panel E4LA, Ckt # 7	(1) type L12A, (2) type L21
RM 131	ADA Shower	Panel 4LA, Ckt #3	Panel E4LA, Ckt # 7	(1) type L12A, (2) type L21
RM 130	Toilet	Panel 4LA, Ckt #3	Panel E4LA, Ckt # 7	(1) type L12A, (1) type L21
RM 129	Toilet	Panel 4LA, Ckt #3	Panel E4LA, Ckt # 7	(1) type L12A, (1) type L21
RM 128	Toilet	Panel 4LA, Ckt #3	Panel E4LA, Ckt # 7	(1) type L12A, (1) type L21
RM 119	Toilet	Panel 4LA, Ckt #3	Panel E4LA, Ckt # 7	(1) type L12A, (1) type L21
RM 117	Toilet	Panel 4LA, Ckt #3	Panel E4LA, Ckt # 7	(1) type L12A, (1) type L21

	Lighting on sheet E-201B			
RM 182	CPT. - S.S.D.	Panel 4LA, Ckt #1	Panel E4LA, Ckt # 5	(1) type L11
RM 183	CPT. - OPS.	Panel 4LA, Ckt #1	Panel E4LA, Ckt # 5	(1) type L11
RM 184	ASST. - CPT.	Panel 4LA, Ckt #1	Panel E4LA, Ckt # 5	(1) type L11
RM 185	ASST. - CHIEF	Panel 4LA, Ckt #1	Panel E4LA, Ckt # 5	(1) type L11
RM 186	CHIEF OF POLICE	Panel 4LA, Ckt #1	Panel E4LA, Ckt # 5	(1) type L11
RM 191	Interview	Panel 4LA, Ckt #1	Panel E4LA, Ckt # 5	(1) type L14A
RM 109	Report Taking	Panel 4LA, Ckt #1	Panel E4LA, Ckt # 5	(1) type L14A
RM 108	Report Taking	Panel 4LA, Ckt #1	Panel E4LA, Ckt # 5	(1) type L14A
RM 196	Storage	Panel 4LA, Ckt #1	Panel E4LA, Ckt # 5	(2) type L15A
RM 102	Restroom	Panel 4LA, Ckt #1	Panel E4LA, Ckt # 5	(1) type L12A, (5) type L21
RM 197	Court / Multipurpose Room	Panel 4LB, Ckt #3 Z121	Panel E4LB, Ckt # 5	(3) type L18 (24' Linear)
RM 197	Court / Multipurpose Room	Panel 4LB, Ckt #3 Z122	Panel E4LB, Ckt # 5	(2) type L17 (30' Linear)
RM 197	Court / Multipurpose Room	Panel 4LB, Ckt #3 Z123	Panel E4LB, Ckt # 5	(2) type L17 (30' Linear)
RM 197	Court / Multipurpose Room	Panel 4LB, Ckt #3 Z124	Panel E4LB, Ckt # 5	(2) type L17 (30' Linear)
RM 203	Toilet	Panel 4LA, Ckt #1	Panel E4LA, Ckt # 5	(1) type L12A, (1) type L21
RM 204	Toilet	Panel 4LA, Ckt #1	Panel E4LA, Ckt # 5	(1) type L12A, (1) type L21

-



Panel 2PD loads

Transfer the desired loads from Panel 2PD to an existing sub panel O2PA.

- Panel 2PD is located in electrical / mechanical room, Room 217.
- Panel O2PB is located in electrical / mechanical room, Room 217.
- The approximate distance between Panel 2PD and Panel O2PB is 10'.
- (2) runs 3/4" EMT with (7) #10 THHN stranded surface mount run from Panel 2PD to Panel O2PB.

ROOM	Power on sheet E-301A	EXISTING BRANCH CIRCUITS	NEW BRANCH CIRCUITS	LOAD INFO	Equipment Designation
RM 144	REF. STORE.	Panel 2PA, Ckt # 10	Panel O2PA, Ckt # 14	120v outlet Evidence Fridge	EQ-8
RM 144	REF. STORE.	Panel 2PA, Ckt # 12	Panel O2PA, Ckt # 16	120v outlet Evidence Fridge	EQ-9
RM 144	REF. STORE.	Panel 2PA, Ckt # 14	Panel O2PA, Ckt # 18	120v outlet Evidence Fridge	EQ-10
RM 168	Hallway	Panel 2PB, Ckt # 6	Panel O2PA, Ckt # 20	120v outlet Laptop Charging	EQ-4
RM 168	Hallway	Panel 2PB, Ckt # 8	Panel O2PA, Ckt # 22	120v outlet Laptop Charging	EQ-5
RM 168	Hallway	Panel 2PB, Ckt # 10	Panel O2PA, Ckt # 24	120v outlet Copier	EQ-11
RM 168	Hallway	Panel 2PF, Ckt #11	<i>new Panel O2PF, Ckt # 11</i>	120v outlet	-
RM 168	Hallway	Panel 2PF, Ckt #11	<i>new Panel O2PF, Ckt # 11</i>	120v outlet	-
RM 168	Hallway	Panel 2PF, Ckt #11	<i>new Panel O2PF, Ckt # 11</i>	120v outlet	-
RM 170	Mudroom	Panel 2PB, Ckt # 2	Panel O2PA, Ckt # 26	Door Opener	EQ-18
RM 170	Mudroom	Panel 2PB, Ckt # 4	Panel O2PA, Ckt # 26	Door Opener	EQ-19
RM 175	Patrol Open Office	Panel 2PF, Ckt # 20	<i>new Panel O2PF, Ckt # 20</i>	120v floor box FB4 20	
RM 175	Patrol Open Office	Panel 2PF, Ckt # 22	<i>new Panel O2PF, Ckt # 22</i>	120v floor box FB4 22	
RM 175	Patrol Open Office	Panel 2PF, Ckt # 24	<i>new Panel O2PF, Ckt # 24</i>	120v floor box FB4 24	
RM 175	Patrol Open Office	Panel 2PF, Ckt # 26	<i>new Panel O2PF, Ckt # 26</i>	120v floor box FB4 26	
RM 175	Patrol Open Office	Panel 2PF, Ckt # 28	<i>new Panel O2PF, Ckt # 28</i>	120v floor box FB4 28	
RM 175	Patrol Open Office	Panel 2PF, Ckt # 3	<i>new Panel O2PF, Ckt # 3</i>	(3) 120v outlets	
RM 175	Patrol Open Office	Panel 2PF, Ckt # 4	<i>new Panel O2PF, Ckt # 4</i>	(3) 120v outlets	
RM 125	Detective Suite	Panel 2PF, Ckt # 33	<i>new Panel O2PF, Ckt # 33</i>	120v floor box FB1 33	
RM 176	Briefing	Panel 2PF, Ckt # 11	<i>new Panel O2PF, Ckt # 11</i>	(3) 120v floor box FB1 11	
RM 176	Briefing	Panel 2PF, Ckt # 9	<i>new Panel O2PF, Ckt # 9</i>	(6) 120v outlets	
RM 118	Conference	Panel 2PF, Ckt # 15	<i>new Panel O2PF, Ckt # 15</i>	(2) 120v floor box FB1 15	
RM 118	Conference	Panel 2PF, Ckt # 17	<i>new Panel O2PF, Ckt # 17</i>	(6) 120v outlets	
RM 178	Break / Work	Panel 2PF, Ckt # 2	<i>new Panel O2PF, Ckt # 2</i>	120v outlet (microwave)	
RM 178	Break / Work	Panel 2PF, Ckt # 3	<i>new Panel O2PF, Ckt # 3</i>	(3) 120v outlets	
RM 178	Break / Work	Panel 2PF, Ckt # 4	<i>new Panel O2PF, Ckt # 4</i>	120v outlet (microwave)	
RM 178	Break / Work	Panel 2PF, Ckt # 6	<i>new Panel O2PF, Ckt # 6</i>	120v outlet (dishwasher)	
RM 178	Break / Work	Panel 2PF, Ckt # 8	<i>new Panel O2PF, Ckt # 8</i>	120v outlet (refrigerator)	
RM 178	Break / Work	Panel 2PF, Ckt # 60	<i>new Panel O2PF, Ckt # 60</i>	120v outlet (coffee maker)	
RM 178	Break / Work	Panel 2PF, Ckt # 62	<i>new Panel O2PF, Ckt # 62</i>	120v outlet	

Power on sheet E-301B				
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RM 182	CPT. - S.S.D.	Panel 2PF, Ckt # 27	<i>new Panel O2PF, Ckt # 27</i>	(5) 120v outlets	
RM 183	CPT. - OPS.	Panel 2PF, Ckt # 29	<i>new Panel O2PF, Ckt # 29</i>	(5) 120v outlets	
RM 184	ASST. - CPT.	Panel 2PF, Ckt # 31	<i>new Panel O2PF, Ckt # 31</i>	(4) 120v outlets	
RM 185	ASST. - CHIEF	Panel 2PF, Ckt # 33	<i>new Panel O2PF, Ckt # 33</i>	(4) 120v outlets	
RM 186	CHIEF OF POLICE	Panel 2PF, Ckt # 36	<i>new Panel O2PF, Ckt # 36</i>	(5) 120v outlets	
RM 194	Kitchen	Panel 2PF, Ckt # 14	<i>new Panel O2PF, Ckt # 14</i>	120v outlet (refrigerator)	
RM 194	Kitchen	Panel 2PF, Ckt # 16	<i>new Panel O2PF, Ckt # 16</i>	120v outlet (microwave)	
RM 194	Kitchen	Panel 2PF, Ckt # 18	<i>new Panel O2PF, Ckt # 18</i>	120v outlet (dishwasher)	
RM 194	Kitchen	Panel 2PF, Ckt # 30	<i>new Panel O2PF, Ckt # 30</i>	(4) 120v outlets	
RM 194	Kitchen	Panel 2PF, Ckt # 56	<i>new Panel O2PF, Ckt # 56</i>	120v outlet (ice maker)	
RM 194	Kitchen	Panel 2PF, Ckt # 58	<i>new Panel O2PF, Ckt # 58</i>	120v outlet (coffee maker)	
RM 196	Storage (new outlet?)	-	<i>new Panel O2PF, Ckt #</i>	Power to Data Rack	
RM 197	Court / Multipurpose Room	Panel 2PF, Ckt # 1	<i>new Panel O2PF, Ckt # 1</i>	(2) 120v floor box FB1 1	
RM 197	Court / Multipurpose Room	Panel 2PF, Ckt # 3	<i>new Panel O2PF, Ckt # 3</i>	(2) 120v floor box FB1 3	
RM 197	Court / Multipurpose Room	Panel 2PF, Ckt # 5	<i>new Panel O2PF, Ckt # 5</i>	(2) 120v floor box FB1 5	
RM 197	Court / Multipurpose Room	Panel 2PF, Ckt # 7	<i>new Panel O2PF, Ckt # 7</i>	(3) 120v floor box FB1 7	
RM 197	Court / Multipurpose Room	Panel 2PF, Ckt # 9	<i>new Panel O2PF, Ckt # 9</i>	(2) 120v floor box FB1 9	
RM 197	Court / Multipurpose Room	Panel 2PF, Ckt # 11	<i>new Panel O2PF, Ckt # 11</i>	(2) 120v floor box FB1 11	
RM 197	Court / Multipurpose Room	Panel 2PF, Ckt # 13	<i>new Panel O2PF, Ckt # 13</i>	(2) 120v outlets	
RM 197	Court / Multipurpose Room	Panel 2PF, Ckt # 15	<i>new Panel O2PF, Ckt # 15</i>	(2) 120v outlets	
RM 218	Break Room	Panel 2PD, Ckt # 1	Panel O2PB, Ckt # 17	(5) 120v outlets	
RM 218	Break Room	Panel 2PD, Ckt # 2	Panel O2PB, Ckt # 19	120v outlet (refrigerator)	
RM 218	Break Room	Panel 2PD, Ckt # 4	Panel O2PB, Ckt # 21	120v outlet (microwave)	
RM 218	Break Room	Panel 2PD, Ckt # 12	Panel O2PB, Ckt # 23	120v outlet (dishwasher)	
RM 218	Break Room	Panel 2PD, Ckt # 14	Panel O2PB, Ckt # 25	120v outlet (coffee maker)	

In total – 53 branch circuits to be relocated to generator backed up power distribution panels.





ecpowerslife.com

Price

Scope of work:

Transfer all above identified lighting to standby generator backup power.
Transfer all above identified power listed to standby generator backup power.

Labor estimate	305 hours	\$120.00 per hr
Materials and Direct Job Costs	\$21,719.66	20% M/U

Not to Exceed Budget Estimate \$60,000.00

Standard labor rates:

\$123.00 per hour straight time – general foreman electrician
\$115.00 per hour straight time – foreman electrician
\$106.00 per hour straight time – general journeyman electrician
\$168.00 per hour overtime time – general foreman electrician
\$156.00 per hour overtime time – foreman electrician
\$144.00 per hour overtime time – general journeyman electrician

Materials and direct expenses are cost plus 20% markup

Respectfully,

Dave Bond
EC Electric
Project Manager - Special Projects Group
503-729-5534 Cell
dave.bond@ecpowerslife.com



STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7c.

1. Contractor Identification. Contractor shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Contractor's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Contractor within thirty (30) days after receipt of Contractor's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth above, nor shall City pay Contractor any fees or costs that City reasonably disputes.

3. Independent Contractor Status.

(a) Contractor is an independent contractor and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Contractor represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Contractor maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Contractor provides services for two or more persons within a 12 month period or routinely engages in advertising, solicitation or other marketing efforts. Contractor makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Contractor has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Contractor shall furnish the tools or equipment necessary for the contracted labor or services. Contractor agrees and certifies that:

(d) Contractor is not eligible for any federal social security or unemployment insurance payments. Contractor is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Contractor under this Agreement.

(e) Contractor agrees and certifies that it is licensed to do business in the state of Oregon and that, if Contractor is a corporation, it is in good standing within the state of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Contractor, delivered by certified mail or in person.

(b) Upon receipt of notice of early termination, Contractor shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of City provided in this Agreement and relating to defaults by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7c.

Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Contractor shall:

- (i) Make payment promptly, as due, to all persons supplying to Contractor labor and materials for the prosecution of the services to be provided pursuant to this Agreement.
- (ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.
- (iii) Not permit any lien or claim to be filed or prosecuted against City on account of any labor or materials furnished.
- (iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to back-up withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligation.
- (v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.
- (b) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due Contractor by reason of this Agreement.
- (c) The payment of a claim in this manner shall not relieve Contractor or Contractor's surety

from obligation with respect to any unpaid claims.

- (d) Contractor and subcontractors, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. SubContractors and Assignment.

Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor.

- 8. Access to Records. City shall have access to all books, documents, papers and records of Contractor that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

- 9. Ownership of Work Product; License. All work products of Contractor that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Contractor under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Contractor shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. Compliance With Applicable Law.

Contractor shall comply with all federal, state, and local laws and ordinances applicable to the services

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7c.

to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Contractor shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Contractor acknowledges responsibility for liability arising out of Contractor's negligent performance of this Agreement and shall hold City, its officers, agents, Contractors, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Contractor, or the agents, Contractors or employees of Contractor provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for workers' compensation as required by the state of Oregon. Contractor shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy

shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Contractors of Contractor shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Contractor shall maintain comprehensive general and automobile liability insurance for protection of Contractor and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Contractor's operation, each in an amount not less than \$1,000,000 combined, single-limit, per-occurrence/annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Contractor.

14. Legal Expenses. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7c.

Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the state of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Contractor shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Contractor shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Contractor. Copies as requested shall be provided free of cost to City.

23. City's Responsibilities. City shall furnish Contractor with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Contractor in carrying out the work herein and shall provide adequate staff for liaison with Contractor.

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 7c.

evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

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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

Agenda Date: 10/20/2021

SUBJECT:

Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises for the OC Brewing Patio Development Project and Declaring and Emergency

STAFF RECOMMENDATION:

Approve Resolution No. 21-48, authorizing the night work related to the construction of the water and sewer lines for the OC Brewing Patio Development Project that impacts through travel on Washington Street.

EXECUTIVE SUMMARY:

The City has permitted and is overseeing construction of the OC Brewing Patio Development. The project anticipates the work in Washington Street to occur between October 25 and October 30, 2021. As the water line and sewer main trenching will impact two-way traffic, the project is requesting an exemption from OCMC 9.12.023, prohibition against unlawful noises between October 25, 2021, at 8:00 PM to October 30, 2021, at 5:00 AM.

The project requires night work for construction of the sanitary sewer and water service within Washington Street. Work outside of specified allowed work hours is prohibited without City Commission approval in residentially-zoned neighborhoods per Oregon City Municipal Code Section (OCMC) 9.12.023. The zoning on the south side of the project is R-3.5 residential.

OCMC Section 2.52.020 defines “emergencies” to include “utility or transportation emergencies.” Resolution No. 21-48 will allow White Dog Construction to complete the offsite utility work on a temporary emergency basis. The resolution will allow for up to one week of night work to occur from October 25 to October 30, 2021, to facilitate the safe construction of the water and sewer service lines, and to support the safety of construction staff and safe public travel along Washington Street.

BACKGROUND:

An expansion of the patio connected to OC Brewing (located at 1401 Washington Street) was approved under land use file GLUA-20-00043. The project involves upgrading sanitary sewer and water services to support food carts on the property. The construction of new sanitary sewer and water services is entirely within the public right-of-way of Washington Street. The design has been reviewed by the Public Works Department and is approved.

The development requires night work on Washington Street because day construction would cause excessive traffic delays on Washington Street which is a heavily traveled street. Upon evaluation of the proposed traffic control plan provided by the contractor, City staff concluded that due to the traffic counts on Washington Street, it was appropriate to require night work.

The requirement is for one week of work at night to be able to successfully complete the offsite water and sewer utility improvements. The development desires the working hours to be 8:00 PM to 5:00 AM, Monday night through Friday night. The request has been made for the dates of October 25 to October 30, 2021.

The work will occur on Washington Street between 14th Street and 15th Street. The increased noise and disruption to regular traffic patterns from the construction activities will indirectly impact residentially zoned areas south of 14th Street.

Per Oregon City Municipal Code (OCMC) 2.52.020, “emergencies” include “utility or transportation emergencies.” OCMC 2.52.040 (L) authorizes the City, in cases of emergency, to “order such other measures as are necessary for the protection of life or property, or for the recovery from the emergency.” Adoption of Resolution No. 21-48 provides City Commission approval for temporary emergency night work.

OPTIONS:

1. Approve Resolution No. 21-48 as requested.
2. Approve Resolution No. 21-48, with specific modifications.
3. Deny Resolution No. 21-48. If the Commission chooses to deny the Resolution, staff requests direction on how to proceed.

RESOLUTION NO. 21-48**A RESOLUTION DECLARING AN EMERGENCY AND TEMPORARILY EXEMPTING THE WATER AND SEWER CONSTRUCTION ACTIVITIES IN WASHINGTON STREET RIGHT-OF-WAY ASSOCIATED WITH THE OC BREWING PATIO DEVELOPMENT PROJECTS FROM THE PROHIBITION AGAINST UNLAWFUL NOISES**

WHEREAS, Oregon City Municipal Code (OCMC) 2.52.020 defines “emergencies” to include “utility or transportation emergencies”; and

WHEREAS, OCMC 2.52.040(L) authorizes the City, in cases of emergency to “order such other measures as are necessary for the protection of life or property, or for the recovery from the emergency”; and

WHEREAS, the City would be acting in the best public interest by facilitating the completion of the water and sewer utilities serving the OC Brewing Patio Development (“Project”) and within the Washington Street right-of-way; and

WHEREAS, transportation in the vicinity of the Project is vital to the community, and completing the needed work at night is vital to the economic and mobility interests of the City; and

WHEREAS, OCMC 9.12.023(E) declares the construction, demolition, alteration, or repair of any building or the excavation of any streets and highways in a residentially-zoned neighborhood between the hours of ten p.m. and seven a.m., Monday through Saturday; and between eight p.m. and nine a.m. on Sunday to be a violation.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission declares an emergency, limited to the water and sewer utility construction within the Washington Street right-of-way associated with the OC Brewing Patio Development (“Project”) as shown in the map attached to this resolution. Consistent with OCMC 2.52.070 and, by this resolution, the Commission declares an emergency from October 25, 2021, at 8:00 PM to October 30, 2021, at 5:00 AM.

Section 2. Based on the emergency identified above, the City Commission grants the construction activities in the Washington Street rights-of way-exemption from Section 9.12.020 of the Oregon City Municipal Code for construction activities associated with constructing the water and sewer utility lines in the project area and affecting the Washington Street traffic during the period identified above in Section 1 of this resolution.

Section 3. This resolution shall take effect immediately upon its adoption by the City Commission.

Section 4. The City Commission hereby directs the City Manager and City staff to undertake all appropriate and practical measures to lessen the impacts of night-time work on City residents and businesses as authorized by this resolution.

Section 5. The City Commission adopts these procedures to prevent, minimize, respond to, or recover from the emergency consistent with OCMC 2.52.040.

Approved and adopted at a regular meeting of the City Commission held on the 20th day of October 2021.

Item 7d.

Rachel Lyles Smith, Mayor

Attested to this 20st Day of October 2021

Approved as to legal sufficiency:

Jakob Wiley, Assistant City Recorder

City Attorney

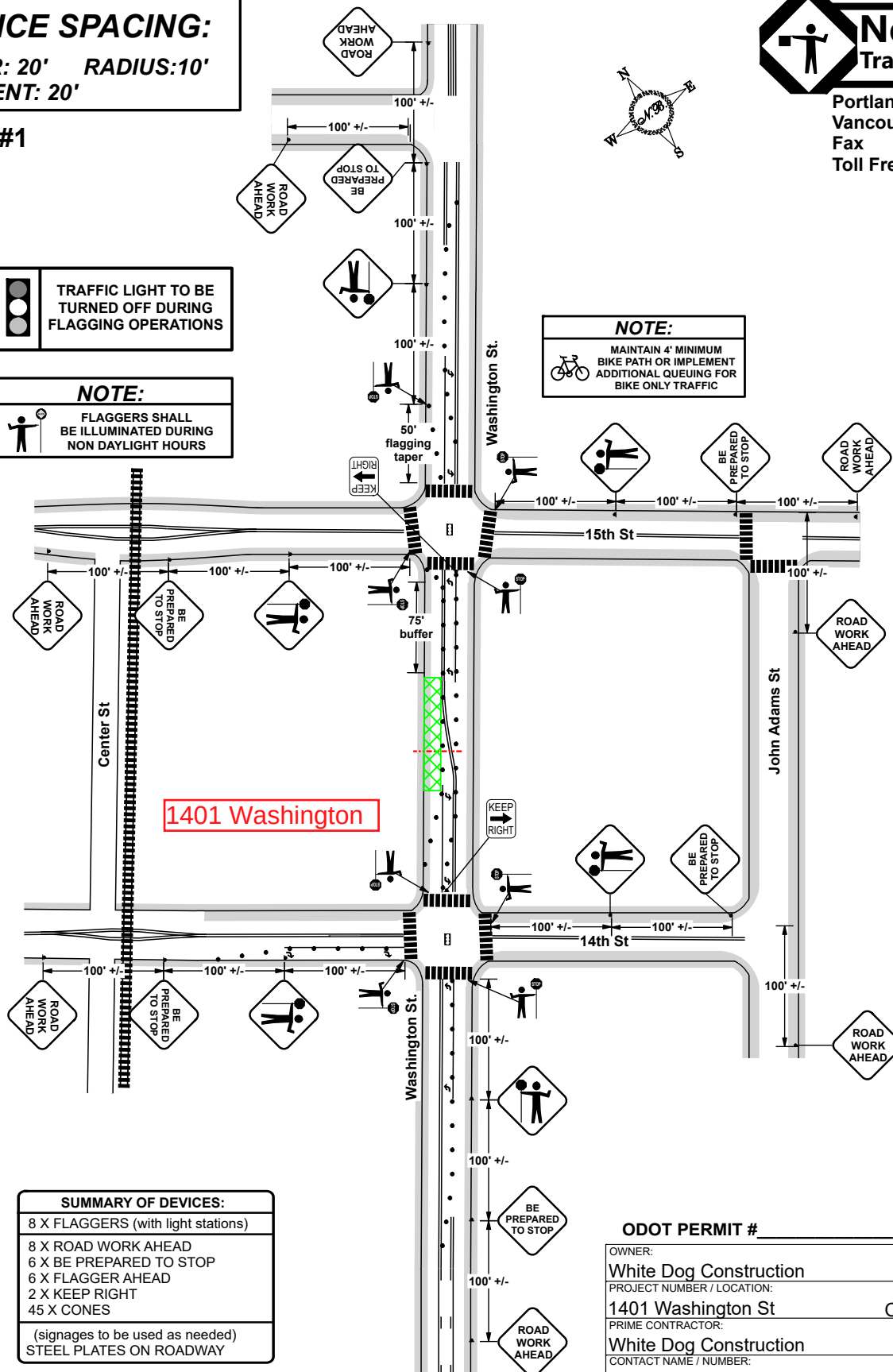
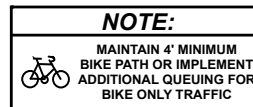
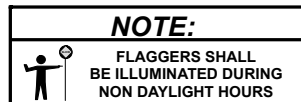
DEVICE SPACING:

TAPER: 20' RADIUS:10'
TANGENT: 20'

Page #1



Northwest
Traffic Control
 Portland (503) 262-6500
 Vancouver (360) 604-5655
 Fax (503) 262-0357
 Toll Free (800) 783-9733



SUMMARY OF DEVICES:
8 X FLAGGERS (with light stations)
8 X ROAD WORK AHEAD
6 X BE PREPARED TO STOP
6 X FLAGGER AHEAD
2 X KEEP RIGHT
45 X CONES
(signages to be used as needed)
STEEL PLATES ON ROADWAY

ODOT PERMIT #

OWNER:	PROJECT / JOB NUMBER:
White Dog Construction	
PROJECT NUMBER / LOCATION:	CITY / STATE:
1401 Washington St	Oregon City, Oregon
PRIME CONTRACTOR:	
White Dog Construction	
CONTACT NAME / NUMBER:	E-MAIL:
Scott / 503-320-2962	scott@whitedogconstruction.com
PREPARED BY:	TRAFFIC CONTROL CONTRACTOR:
Nathan Burris 503-262-6500	Northwest Traffic Control Inc.
OR Cert # Exp: 11/30/2022	WA Cert # Exp: 04/30/2025
07634	012780
	Nathan@nwtci.com

FILE DATE: 08/17/2021

REVISED:09/10/2021

All signs and devices SHALL conform to the MUTCD / OTTCH.
Will adjust to fit field conditions.
Plan NOT to scale.

DEVICE SPACING:

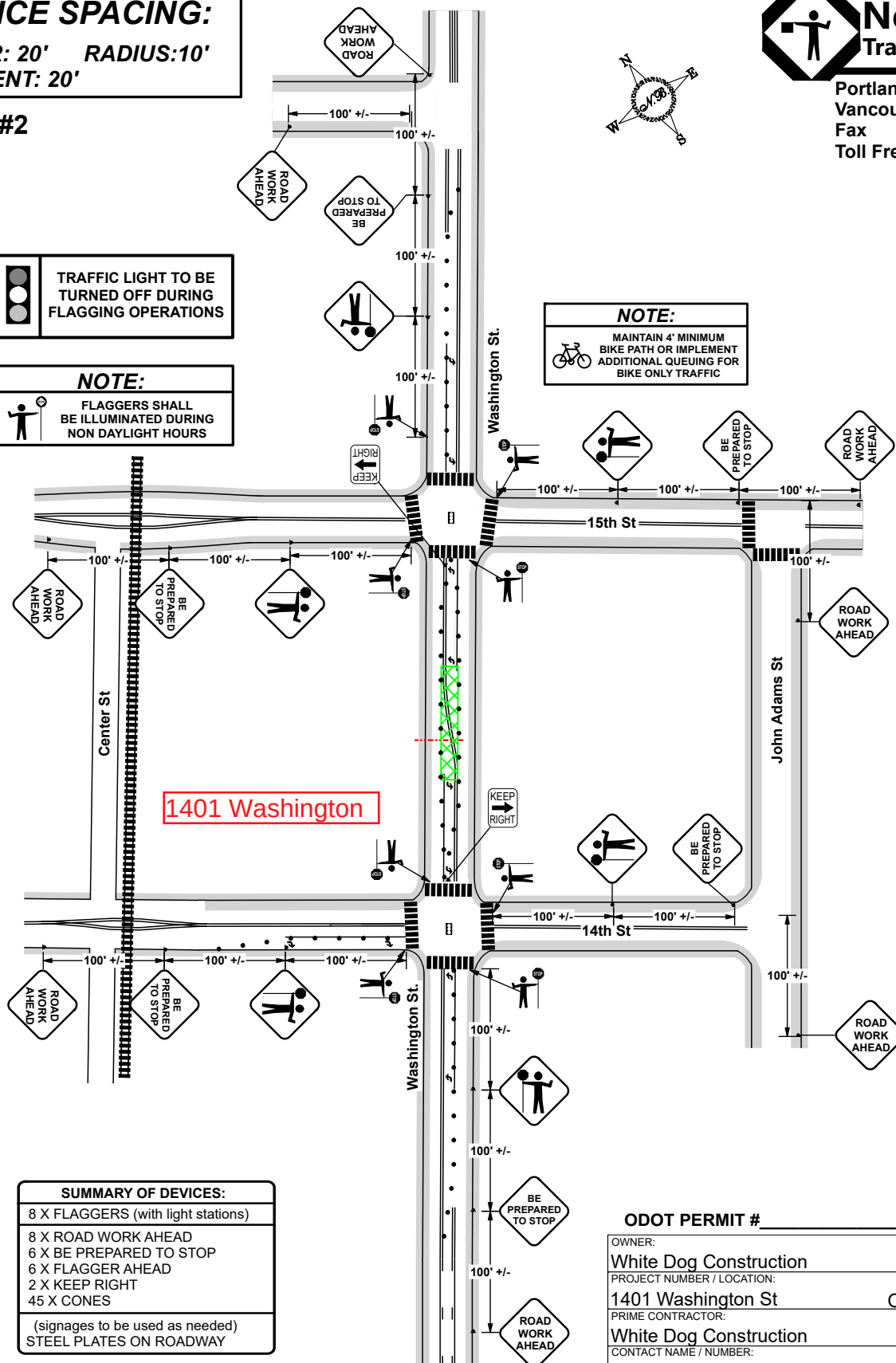
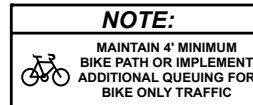
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Page #2



Portland (503) 262-6500
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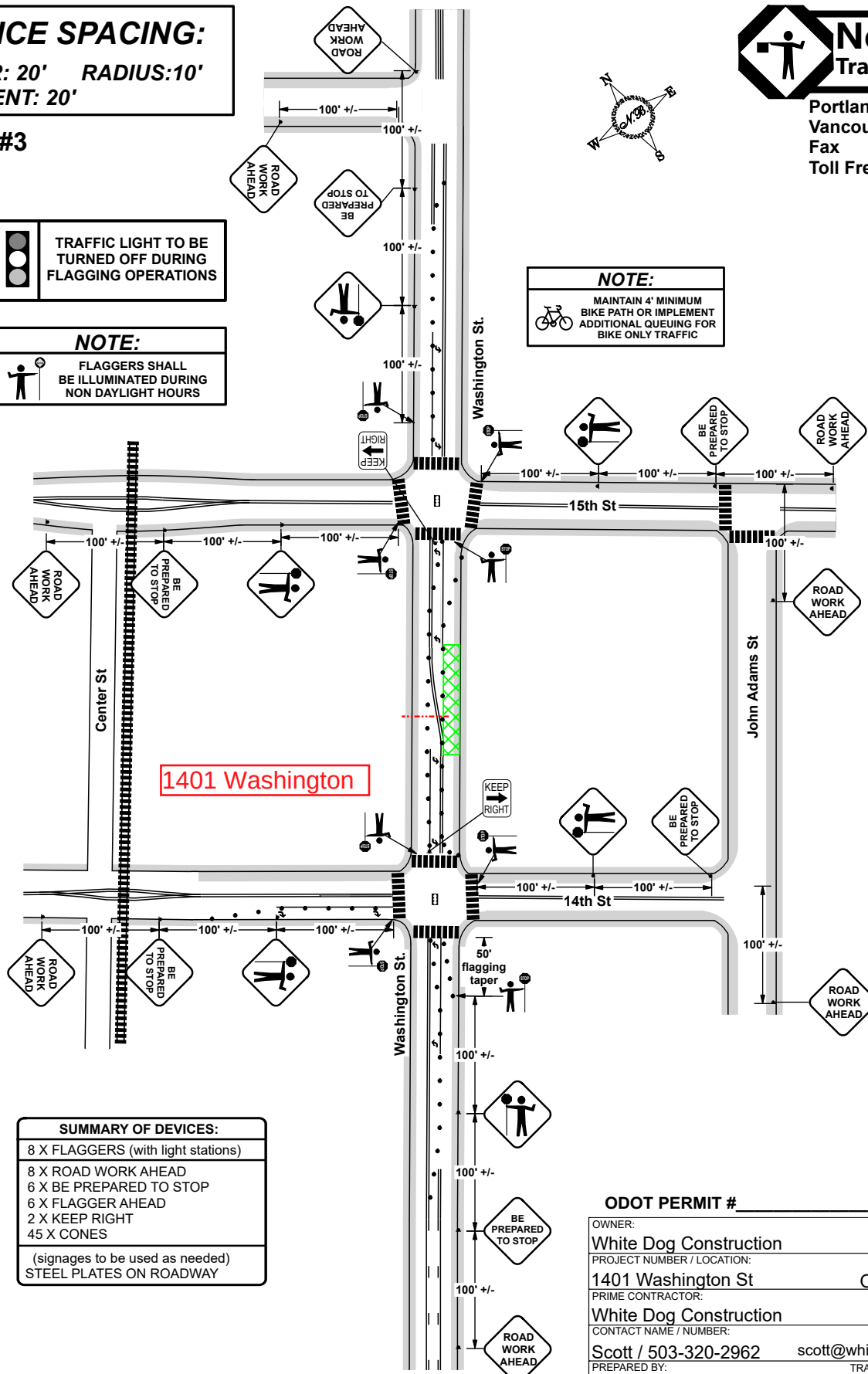
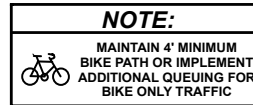
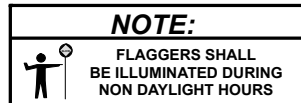
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TANGENT: 20'

Page #3



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 Plan NOT to scale.



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: 10/20/2021

SUBJECT:

Memorandum of Understanding Between the City of Oregon City and the Willamette Falls and Landings Heritage Area Coalition

STAFF RECOMMENDATION:

Staff requests the City Commission approve the Memorandum of Understanding (MOU) with the Willamette Falls and Landings Heritage Area Coalition (WFLHAC) and authorize the City Manager to execute the agreement.

BACKGROUND:

Willamette Falls and Landings Heritage Area Coalition (WFLHAC) formed in 2006 and is a federally designated not-for-profit organization with a 23-member board of directors representing key stakeholders and experienced professionals in government, business, industry, tourism, arts, heritage, historic preservation, and others. The Willamette Falls and Landings Heritage Area Coalition is leading efforts to enhance, assist and promote the Heritage Area. The Heritage Area is a source of pride and prosperity, where visitors and residents experience the places, stories, and abundance of culture and history.

The City of Oregon City has contributed \$15,000 annually for the last several years. The City's investments to WFLHAC have assisted in contributing to the following deliverables as an example:

- New website, name change, new logo, and new location;
- Participation in the OC 175th event and many other City events;
- Extensive public outreach, donation support, and partners;
- The interactive Heritage map available on WFLHA's website and Mt. Hood Territory Tourism website;
- The Willamette Falls National Heritage Area Feasibility Study (required for National designation);
- Promotion of tourism for both West Linn and Oregon City;
- Playing an active role in the economic development/redevelopment of the Blue Herron Mill property;

- Cross promotes @TravelOregonCity for all tourism events and initiatives; and
- Provides letters of support, meeting attendance, and shares data for City initiatives and programs supporting the City's goals.

The City Commission received a presentation from WFLHAC at the December 18, 2019 meeting and approved Resolution No. 20-12, on May 6, 2020, re-affirming the financial commitment and support to WFLHAC.

The Commission asked staff to work with the WFLHAC to prepare a Memorandum of Understanding (MOU) to better clarify and identify the monetary contribution and future expected deliverables. That MOU has been updated to extend through the 2021-2023 biennium. An invoice for this year's payment has been received. The financial contribution has already been budgeted and approved by the Commission through the budgeting process.

OPTIONS:

1. Approve the MOU and authorize the City Manager to execute it.
2. Provide edits or changes to the MOU and approve with edits, authorizing the City Manager to execute the agreement.
3. Deny the MOU and provide staff direction.

BUDGET IMPACT:

Amount: \$30,000

FY(s): 2021-2023

Funding Source(s): General Fund

Memorandum of Understanding

Between the Willamette Falls and Landings Heritage Area and the City of Oregon City 2021-2023

Overview

This agreement outlines a partnership between the **Willamette Falls and Landings Heritage Area Coalition (WFLHAC)** and the **City of Oregon City** for the City to provide monetary support to enhance WFLHAC's activities to benefit the proposed Willamette Falls & Landings National Heritage Area (Heritage Area) and the City of Oregon City goals during the 2021-2023 biennium.

WFLHAC, organized in 2006, is a 501(c)(3) non-profit organization, with a 23-member board of directors representing key stakeholders and experienced professionals in government, business, industry, tourism, arts, heritage, historic preservation, and others. The WFLHAC is leading efforts to enhance, assist and promote the Heritage Area. The Heritage Area is a source of pride and prosperity, where visitors and residents alike can experience the natural wonders, stories and abundance of culture and history in this nationally significant place.

WFLHAC's efforts aim to bring thousands of local and national visitors to the Heritage Area each year and raise the profile of the City of Oregon City as a destination within the Heritage Area.

The following agreement outlines the anticipated work that WFLHAC would be expected to achieve, with financial and technical support from the City of Oregon City. Resources provided by City of Oregon City are to assist in maintaining and enhancing the Heritage Area.

Funding Arrangement

The City of Oregon City agrees to fund WFLHA for the 2021-2023 biennium. The City of Oregon City's contribution will be \$15,000 annually to be paid out in a lump sum each fiscal year.

Scope of Work for WFLHA Staff and Board

The funds from the City of Oregon City will assist the WFLHAC's operations to provide the following:

1. Monthly WFLHAC Board meeting minutes to City of Oregon City staff. Finance Director, Economic Development Manager, Economic Development Coordinator, Tourism Specialist, and City Manager.
2. At least an annual update presentation to the City Commission.
3. Maintain other contribution opportunities including, but not limited to, grant funding, donations, fundraising events, etc.
4. Continue its Destination Branding work, implementation of phase 3 of the Marketing/Economic Assessment plan.
5. Implementation of the Management Plan submitted to the State Historic Preservation Office.
6. Provide free Heritage Area talks for the public.
7. Promote Race, Diversity, Equity & Inclusion within its work.
8. Share its quarterly newsletter with the City Commission.
9. Create downloadable driving; biking; paddling; and hiking tours of the Heritage Area and provide that information to the City's tourism office.
10. Collaborate with @TravelOregonCity for all tourism events and initiatives.
11. Upon request, provide letters of support, meeting attendance and shared data, for City initiatives including the Willamette Falls Locks, Willamette Falls Legacy Project, and other programs supporting City goals.
12. Continue to work towards the goal of obtaining Congressional designation of the Willamette Falls & Landings National Heritage Area.

City Administration

1. This funding is provided for the 2021-2023 biennium (July 1, 2021 – June 30, 2023).
2. WFLHAC will invoice the City at the beginning of each fiscal year for the respective annual payment.
3. WFLHAC will be responsible for maintaining all appropriate insurance and taxes.
4. WFLHAC and the City acknowledge there may be modifications to the scope of work and will review and revise as both parties deem appropriate to best serve each parties' economic development roles.
5. The lead representatives from each organization are:
 - a. WFLHA – Executive Director or designee
 - b. City – City Manager, Finance Director, Economic Development Manager, Economic Development Coordinator and Tourism Specialist when related to events.
6. Either party may choose to terminate its participation in this agreement in writing at their sole discretion with 90 days notice.
7. WFLHAC, upon request, will provide financial records to a City representative.

City of Oregon City:

Signature of City Manager

Date

Anthony J. Konkol, III

Printed Name

Willamette Falls & Landings Heritage Area:

Signature of President

Date

Jon Gustafson

Printed Name



WILLAMETTE FALLS & LANDINGS
Heritage Area

PO Box 387
Marylhurst, Oregon 97036
www.wfheritage.org

Invoice

September 22, 2021

Bill To: Oregon City
Attn. Matt Zook
625 Center Street
Oregon City, OR 97045

Date						Tax ID
09-22-2021						45-2983344

Item	Description			Total
Partner Support	Support for WFLHAC fiscal year 7-1-2021 to 6-30-2022			\$15,000.00

Subtotal:	\$15,000.00
Balance Due:	\$15,000.00

RESOLUTION NO. 20-12

A RESOLUTION SUPPORTING WILLAMETTE FALLS AND LANDINGS HERITAGE AREA COALITION AND URGING CONGRESS TO CREATE A WILLAMETTE FALLS NATIONAL HERITAGE AREA

WHEREAS, the mission of the Willamette Falls & Landings Heritage Area Coalition is to advocate for and strengthen the identity of the historic communities of Oregon City and West Linn by preserving and promoting their important and distinctive natural, cultural, scenic, recreational and industrial resources by leading efforts to enhance, assist and promote the Heritage Area; and

WHEREAS, the Coalition has identified the following initial set of principles for the Heritage Area:

1. Strengthen the identity of Oregon City and West Linn area with the Falls at the heart
2. Share this unique place with others, local residents and outside visitors
3. Make improved public access to the Willamette Falls a priority
4. Build the vision as an integral part of the community and who we are
5. Create an easy to navigate approach to the Heritage area and the core site; and

WHEREAS, the Coalition has identified and completed several steps in the process toward the possible designation as a National Heritage Area, including developing and completing a feasibility study; and

WHEREAS, to accomplish the designation of a National Heritage Area requires the support and commitment of the Coalition's partners, including Oregon City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF OREGON CITY THAT:

Section 1. The City of Oregon City supports the efforts and goals of the Willamette Falls & Landings Heritage Area Coalition.

Section 2. The City of Oregon City will continue to participate in, and provide leadership for, the Willamette Falls & Landings Heritage Area Coalition and work toward National Heritage Area designation.

Section 3. To the extent practical, the City will continue to provide an appropriate share of financial assistance and work towards an official Memorandum of Understanding (MOU) to reflect this support.

Section 4. The City of Oregon City will provide letters of support for securing additional resources for this effort as needed.

Section 5. This Resolution is effective immediately upon approval by the City Commission.

Approved and adopted at a regular meeting of the City Commission held on the 6th day of May 2020.

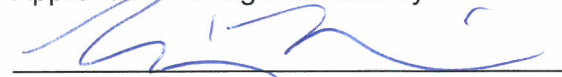


DAN HOLLADAY, Mayor

Attested to this 6th day of May 2020


Kattie Riggs, City Recorder

Approved as to legal sufficiency:


City Attorney



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: 10/20/2021

SUBJECT:

Intergovernmental Agreement with the Oregon Department of Transportation for the I-205 Improvement Project

STAFF RECOMMENDATION:

Authorize execution of an Intergovernmental Agreement (IGA) with the Oregon Department of Transportation (ODOT) for the I-205 Improvement Project (CI 19-007).

EXECUTIVE SUMMARY:

The City of Oregon City and the Oregon Department of Transportation are entering into an Intergovernmental Agreement to address coordination and responsibilities and reimbursements related to the City's impacts from the I-205 Improvement Project.

BACKGROUND:

ODOT and the City entered into Misc. Contracts and Agreements Number 33523 that covers payment to the City for City's services relating to plan review and construction inspection on ODOT's I-205 Improvement Project. That agreement is still in full force and effect.

Miscellaneous Contract and Agreement No. 35229 covers the responsibilities of each Party with regards to the impacts of the project on City right-of-way and property through the construction phase of ODOT's project. Under this agreement ODOT will allocate a not to exceed amount of up to \$500,000 in funds for improvements for impacts to Jon Storm Park, Sportscraft Landing, and other City-owned improvements on an actual cost basis. Restoration shall be performed by ODOT's contractor with final inspection and approval by the City.

A number of other conditions concerning impacts, coordination, and responsibilities are outlined within this agreement. This includes pre and post construction street condition reports for various city streets within the project area which requires pavement restoration on roadways negatively impacted by the project.

City staff have spent the past six (6) months detailing what items need to be included in the agreement and have coordinated those requests with ODOT. The City Attorney's office has reviewed the final document as well as City staff and find it to meet the needs of the City.

OPTIONS:

1. Approve the IGA and authorize execution of the agreement.
2. Request changes to the IGA and continue this item to the November 3, 2021, meeting.
3. Deny the IGA. If the City Commission decides to deny the IGA, staff requests direction on how to coordinate with ODOT.

**INTERGOVERNMENTAL AGREEMENT
I-205 Improvement Project: I-5 – OR 213
Impacts to Oregon City Facilities during construction**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and CITY OF OREGON CITY, acting by and through its elected officials, hereinafter referred to as "City," each herein referred to individually as a "Party" and collectively as the "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any and all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS [810.210](#), State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications.
3. State is designing and constructing the I-205 Improvement Project: I-5 – OR 213 project that will widen I-205 between I-5 and OR 213, including within Oregon City limits.
4. State and City entered into Misc. Contracts and Agreements Number 33523 that covers payment to the City for City's services on State's I-205 improvement project. That agreement is still in full force and effect.
5. This Agreement covers the responsibilities of each Party with regards to the impacts of the Project on City right of way and property through the construction phase of State's project.

NOW, THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. State is designing and constructing the I-205 Improvement Project: I-5 – OR 213 Phase 1 and Phase 2, hereinafter referred to as the Project, further shown in the attached Exhibit A. The estimated not-to-exceed (NTE) amount for all services to be provided under this Agreement is five-hundred thousand (\$500,000.00) dollars. The Parties understand and agree that the NTE is an estimate only and that the actual amount of

the services to be performed under this Agreement will not be known until construction of the Project. In the event that the actual amount of services to be performed under this Agreement exceed the estimated NTE, this Agreement shall be amended to change the NTE to reflect the actual costs of the services.

2. ODOT shall complete a Public Outreach and Communications Plan focused on construction. This Plan shall be shared with the City's Communication Coordinator (Kristin Brown, kbrown@orccity.org), Public Works Director (John Lewis, jmlewis@orccity.org), and the Parks and Recreation Director (Kendall Reid, kendallreid@orccity.org) in draft form and comments from City staff regarding public outreach shall be taken into account and incorporated when possible. The Plan shall be shared with the City 4 (four) months before construction begins.
3. As part of the Project, State will impact City's Jon Storm Park. State agrees to cover all costs to restore the park to its previous condition. This includes restoration to landscaping, lighting, asphalt and concrete surfaces, picnic table(s), shelter(s), utilities, and other amenities within Jon Storm Park resulting from the Project. Restoration shall be performed by ODOT's contractor with final inspection and approval by the City. The cost to restore Jon Storm Park is estimated to be \$100,000 but this estimate shall not be construed to restrict or otherwise limit costs for restoration as determined by the City.
4. ODOT shall provide restoration to landscaping, lighting, asphalt and concrete surfaces, utilities, and other amenities within Sportcraft Landing Park resulting from the I-205 improvements. Restoration shall be performed by ODOT's contractor with final inspection and approval by the City. The cost to restore Sportcraft Landing Park is estimated to be \$70,000 but this estimate shall not be construed to restrict or otherwise limit costs for restoration as determined by the City.
5. State shall follow City design standards for the park restoration work within the City right of way or any work on City owned and maintained facilities or City facilities under City jurisdiction.
6. State shall work with City to resolve impacts, if any, of interim and temporary closures, limited use of City facilities during construction, and the anticipated increased traffic due to detours through the Oregon City downtown district that lead to significant and excessive congestion, delay, or other public concern. Factors that may be used to determine significant and excessive congestion, delay or comment include, but are not limited to, an increase in accidents based on typical annual average data, stopping queues that block stop controlled or signalized intersections for any period of time, and/or a Level of Service decline that exceeds City Mobility Standards.
7. City shall prepare pre-construction and post-construction street condition reports for Main Street (from 99E to 15th Street), Clackamette Drive (from 99E to the south end at Sportcraft Landing), and Dunes Drive (99E to Clackamette Drive) as part of the determination of mitigation values. ODOT shall restore all non-pavement infrastructure damaged by the work and pay for all project costs associated with restoration with a 2"

(inch) inlay and resurface if the pavement condition index drops more than 10 points over the construction period, as demonstrated in the post-construction report compared to the pre-construction report. The cost associated with the pre and post construction reports shall be borne by ODOT and reimbursed under MC&A 33523.

8. ODOT shall provide for continual operation of the City's sanitary sewer force main which conveys wastewater from the Jon Storm Park public dock and restroom to the public sewer gravity system during construction of the Project. ODOT shall protect and keep in good working condition this sanitary sewer force main throughout the construction period and shall be repaired at ODOT's sole expense if the force main is damaged or fails.
9. ODOT shall provide for continual operation of the City's storm sewer and water main appurtenances within Jon Storm Park, Clackamette Drive, 99E, and Main Street during construction of the Project. ODOT shall protect and keep in working condition this storm sewer and water main throughout the construction period and shall be relocated or repaired at ODOT's sole expense if the storm sewer or water system is damaged or fails. All appurtenances must be available to City staff for use during the entire construction period.
10. ODOT shall provide for continual operation of the City's irrigation and water facilities which are in use for Jon Storm Park during construction of the Project. ODOT shall protect and keep in working condition these irrigation and water facilities throughout the construction period and shall be relocated or repaired at ODOT's sole expense if either the irrigation or water facilities are damaged or fail.
11. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and a 2-year period following final payment, or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

CITY OBLIGATIONS

1. City shall provide inspection services within 24 hours of request from State upon State's completion of restoration work on Jon Storm Park and Sportcraft Landing Park and the cost of those inspections shall be borne by the State and paid under MC&A 33523.
2. City shall maintain the stormwater facilities shown in Exhibit B, attached hereto and by this reference made a part hereof.
3. City shall not enter into any subcontracts for any of the work under this Agreement without obtaining prior written approval from State.
4. City grants State the right to enter onto City right of way for the performance of duties as set forth in this Agreement.
5. City shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without

limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, City expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

6. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall ensure that each of its contractors complies with these requirements.
7. City shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
8. City shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of City's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that City shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the City, be indemnified by the contractor and subcontractor from and against any and all Claims.
9. Any such indemnification shall also provide that neither City's contractor and subcontractor nor any attorney engaged by City's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that City's contractor is prohibited from defending the State of Oregon, or that City's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against City's contractor if the State of Oregon elects to assume its own defense.

10. City acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of City which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State
11. City certifies and represents that the individual signing this Agreement has been authorized to enter into and execute this Agreement on behalf of City, as generally delegated by its governing body, commission, board, officers, members or representatives, and to legally bind City.
12. City's Project Manager for this Project is Josh Wheeler, 625 Center Street, Oregon City, OR 97045, 503-496-1548, jwheeler@orcity.org, or assigned designee upon individual's absence. City shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall perform all design and construction for the restoration of Jon Storm Park to its original condition as part of the Project. State shall be responsible for all costs of pre- and post-construction condition reports, the restoration work, including all requested City inspection services. State shall provide interim trail and path access to all pedestrian and bike traffic to the park for any temporary closures or detours. Park restoration work, including the bike/ped facilities, shall be designed and constructed to City park standards.
2. State shall maintain the retaining walls shown in Exhibit B..
3. State shall retain all maintenance and operational responsibility for the I-205/OR99E interchange traffic signals.
4. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
5. State shall require its contractor(s) and subcontractor(s) to indemnify, defend, save and hold harmless the City of Oregon City and its elected officials, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of State's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful

acts or omissions of the City, be indemnified by the contractor and subcontractor from and against any and all Claims.

6. Any such indemnification shall also provide that neither State's contractor and subcontractor nor any attorney engaged by State's contractor and subcontractor shall defend any claim in the name of the City of Oregon City, nor purport to act as legal representative of the City of Oregon City without prior written consent. The City may, at any time at its election assume its own defense and settlement in the event that it determines that State's contractor is prohibited from defending the City, or that State's contractor is not adequately defending the City's interests, or that an important governmental principle is at issue or that it is in the best interests of the City to do so. The City reserves all rights to pursue claims it may have against State's contractor if the City of Oregon City elects to assume its own defense.
7. State's contact for this Agreement is Mandy Putney, 123 NW Flanders Street, Portland, OR 97209, 503-720-4843, Mandy.Putney@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by State, under any of the following conditions:
 - a. If City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If City fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

4. Americans with Disabilities Act Compliance:

a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:

- i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, “ADA”), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
- ii. Follow ODOT’s processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form; and
- iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State’s Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>.

b. City shall ensure that any portions of the Project under City’s maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, City ensuring that:

- i. Pedestrian access is maintained as required by the ADA,
- ii. Any complaints received by City identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
- iii. City, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
- iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and

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

including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement and attached exhibit constitute the entire agreement between the Parties on the subject matter herein. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #22467) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

Signature Page to Follow

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

CITY OF OREGON CITY, by and through
its elected officials

By _____

Date _____

By _____

Date _____

LEGAL REVIEW APPROVAL

By _____
Counsel

Date _____

City Contact:

Josh Wheeler, P.E.
City of Oregon City
625 Center Street
Oregon City, Oregon 97045 503.496.1548
jwheeler@orc.city.org

STATE OF OREGON, by and through
its Department of Transportation

By _____
Urban Mobility Office Deputy Director

Date _____

APPROVAL RECOMMENDED

By _____
I-205 Improvements Project Director

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

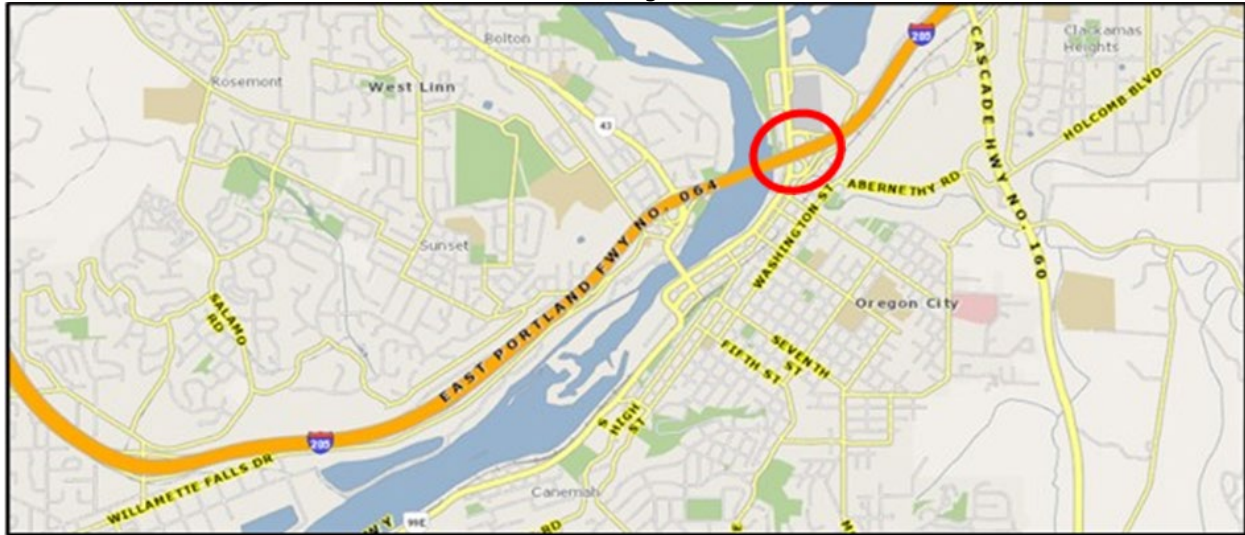
By Herbert Lovejoy
Assistant Attorney General

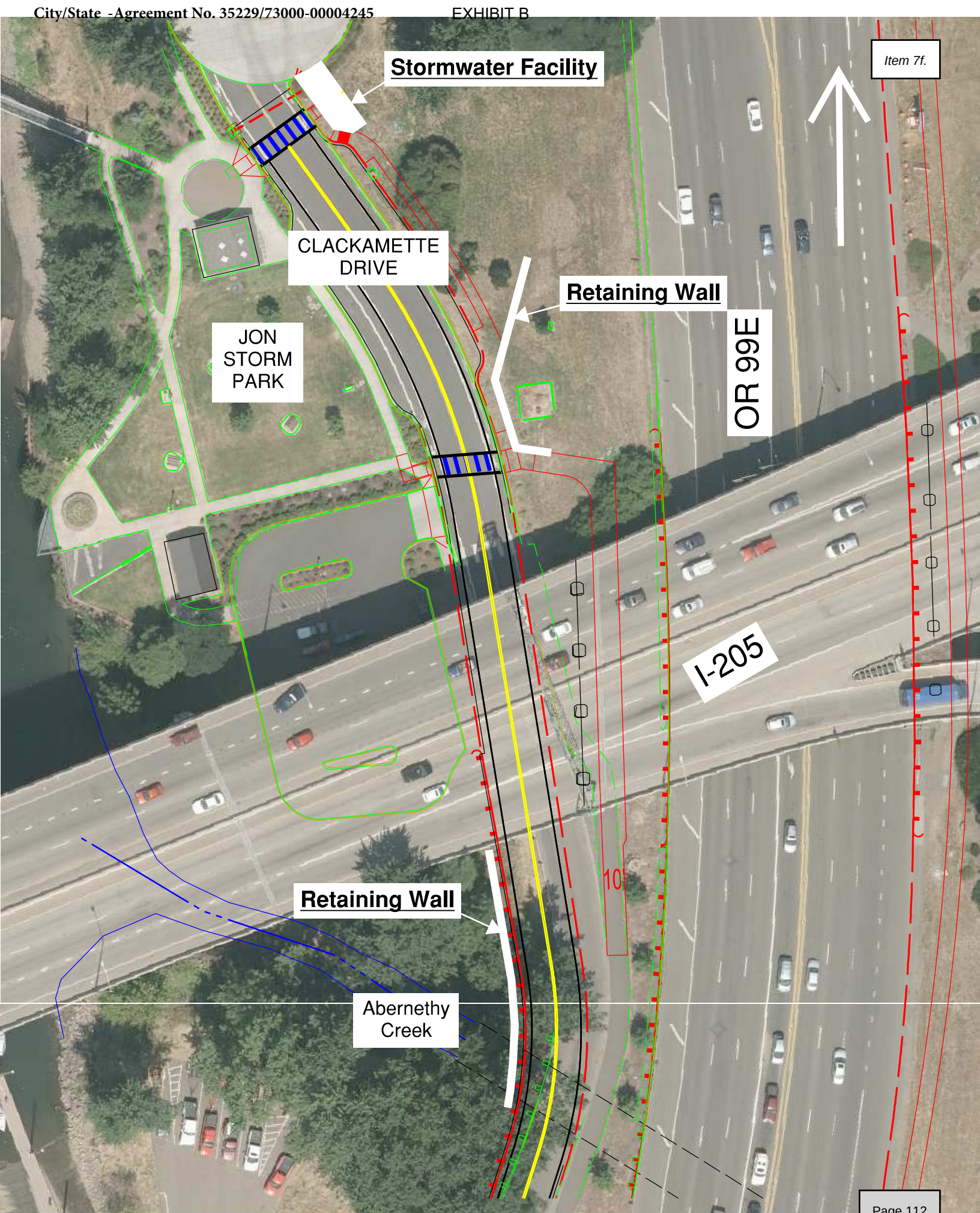
Date via email dated September 24, 2021

State Contact:

Mandy Putney
123 NW Flanders Street
Portland, OR 97209
503.720.4843
Mandy.Putney@odot.state.or.us

Exhibit A – Project Location







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: 10/20/2021

SUBJECT:

Public Works Wastewater/Storm Division Replacement Vehicle

STAFF RECOMMENDATION:

Staff recommends the City Commission authorize the purchase of a 2023 Vactor Truck 2100i to replace the 2010 Vac-Con Truck.

EXECUTIVE SUMMARY:

The Public Works Fleet Division is utilizing its Fleet Replacement Fund for the purchase of a 2023 Vactor Truck 2100i. This will be replacing the Vac-Con Truck #566, which is a 2010 Vac-Con Truck. Due to the age of the Vac-Con Truck, it is up for replacement.

BACKGROUND:

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

The purchase price of the Vactor Truck 2100i is \$509,262.00 and was a previously authorized expenditure within the FY 2021-22 biennial budget. The Vactor Truck will be predominantly used by the Wastewater/Storm Division.

Public Works will be contracting with Owen Equipment, under the Sourcewell Purchasing Agreement #2371, for the purchase of the 2023 Vactor Truck 2100i. Attached is the sales quote, a brochure of the truck, and the Sourcewell Documentation.

There is adequate funding within the Fleet Replacement Fund to allow the Public Works Operations Division to support and fund this new asset.

OPTIONS:

1. Authorize the City Manager to proceed with the purchase of the replacement vehicle.
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: \$509,262.00

FY(s): 2021-22

Funding Source(s): Fleet Replacement Fund

320-553-7052 (Storm Division – 50%)

320-552-7052 (Wastewater Division– 50%)



Presents a Proposal Summary

of the



2100i

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy-Duty Truck Chassis

for

City of Oregon City
Oregon City, OR

Sourcewell Contract

#122017-FSC-2

List Summary

Order Qty	Part Number	Description	List Price
1	2112P-18	2100i PD, 18" Vacuum, 12 yrd Debris, Combo	\$256,326.00
1	2018P	Additional Water, 1500-Gal Total (12 yrd)	\$4,234.00
1	5002PA	80 GPM/2500 PSI	\$0.00
1	011PSTD	Aluminum Fenders	\$0.00
1	012PSTD	Mud Flaps	\$0.00
1	014PSTD	Electric/Hydraulic Four Way Boom	\$0.00
1	016PSTD	Color Coded Sealed Electrical System	\$0.00
1	019PASTD	Intuitouch Electronic Package	\$0.00
1	020PSTD	Double Acting Hoist Cylinder	\$0.00
1	025PSTD	Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects	\$0.00
1	026PSTD	Ex-Ten Steel Cylindrical Debris Tank	\$0.00
1	030PSTD	Flexible Hose Guide	\$0.00
1	032PSTD	(3) Nozzles with Carbide Inserts w/Rack	\$0.00
1	045PSTD	Suction Tube Storage - 4 Pipe	\$0.00
1	046PSTD	1" Nozzle Pipe	\$0.00
1	1001PSTD	Flat Rear Door w/Hydraulic Locks	\$0.00
1	1005PSTD	Dual Stainless-Steel Float Shut Off System	\$0.00
1	1016PSTD	Micro-Strainer Prior to Blower	\$0.00
1	1024PSTD	Debris Body Vacuum Relief System	\$0.00
1	1031PSTD	Debris Deflector Plate	\$0.00
1	1033PSTD	60" Dump Height	\$0.00
1	2001PSTD	Low Water Alarm with Water Pump Flow Indicator	\$0.00
1	2011PSTD	3" Y-Strainer at Passenger Side Fill	\$0.00
1	2022PSTD	Additional Water Tank Sight Gauge	\$0.00
1	2023PSTD	Liquid Float Level Indicator	\$0.00
1	3019PSTD	Digital Water Pressure Gauge	\$0.00
1	4006PSTD	Joystick Boom Control	\$0.00
1	4010PSTD	Boom Hose Storage, Post for 10 x 15 RDB	\$0.00
1	5010PSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	\$0.00
1	5011PSTD	3" Y-Strainer @ Water Pump	\$0.00
1	5012PSTD	Performance Package	\$0.00
1	5014PSTD	1" Water Relief Valve	\$0.00
1	5015PSTD	Midship High Pressure Coupling	\$0.00
1	5022PSTD	Side Mounted Water Pump	\$0.00
1	6005PDSTD	Digital Hose Footage Counter	\$0.00
1	6007PSTD	Hose Reel Manual Hydraulic Extend/Retract	\$0.00
1	6009PSTD	Hose Reel Chain Cover	\$0.00
1	6020PBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity	\$0.00
1	6017PSTD	Hydraulic Tank Shutoff Valves	\$0.00
1	7001PSTD	Tachometer/Chassis Engine w/Hour Meter	\$0.00
1	7003PSTD	Water Pump Hour Meter	\$0.00
1	7004PSTD	PTO Hour Meter	\$0.00
1	7005PSTD	Hydraulic Oil Temp Alarm	\$0.00

1	7007PSTD	Tachometer & Hour Meter/Blower	\$0.00
1	8000PSTD	Circuit Breakers	\$0.00
1	8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	\$0.00
1	9002PSTD	Tow Hooks, Front	\$0.00
1	9002PSTD	Tow Hooks, Rear	\$0.00
1	9003PSTD	Electronic Back-Up Alarm	\$0.00
1	S390BSTD	7" Vacuum Pipe Package	\$0.00
1	S560STD	Emergency Flare Kit	\$0.00
1	S590STD	Fire Extinguisher 5 Lbs.	\$0.00
1	010P	48w x 22h x 24d Curbside Toolbox with Lighting	\$258.00
1	1003P	Debris Body Washout	\$1,592.00
1	1003PB	Rear Door Valve Flush Out	\$436.00
1	1004PB	Onboard Electronic/Digital Scale system with Vacuum Relief	\$13,073.00
1	1008P	6" Rear Door Knife Valve w/Camloc, 3:00 position	\$1,272.00
1	1008PA	6" Rear Door Knife Valve w/Camloc w/Port & Fixed Basket Screen, 6:00 position	\$1,517.00
1	1009PD	Full Rear Door Swinging Screen	\$812.00
1	1014P	Centrifugal Separators (Cyclones)	\$5,567.00
1	1015PHA	Folding Pipe Rack, Curbside, Hydraulic, 7" Pipe	\$2,064.00
1	1015PAB	Folding Pipe Rack, Streetside, 7" Pipe	\$1,104.00
1	1015PBKSTD	Fixed Rear Door Pipe Rack, 7" Pipe	\$0.00
1	1022P	Rear Door Splash Shield	\$1,621.00
1	1023P	Lube Manifold	\$2,407.00
1	1023PA	Plastic Lube Chart, included with Lube Manifold	\$0.00
1	1041P	Debris Body-Up Message and Alarm	\$934.00
1	2006P	Air Purge	\$1,364.00
1	3015PA	Hot Shift Blower Drive (automatic Transmission)	\$1,540.00
1	3017P	Blower High Temp Safety Shutdown	\$548.00
1	3020P	Digital Water Level Indicator	\$709.00
1	3021P	Digital Debris Body Level Indicator	\$950.00
1	4016P	180 deg. 10' x 15' Rapid Deployment Boom	\$22,752.00
1	4016PA	Heavy Duty RDB Hose	\$1,545.00
1	4011PB	Belly-Pack Wireless Controls with hose reel controls, 2-way communications, and LCD Display	\$3,280.00
1	4013PB	Rotatable Boom Inlet Hose, 10 x 15 RDB	\$596.00
1	4020P	Anti-Splash Valve	\$396.00
1	5016P	Additional Rodder System Accumulator	\$2,738.00
1	5021PC	Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tube	\$4,054.00
1	5029PA	RDB Washout Coupling	\$111.00
1	6003PC	800' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$1,847.00
1	6007PB	Hose Wind Guide (Dual Roller), Auto, Indexing with Pinch Roller	\$5,365.00
1	6013P	Hydraulic Tool Package	\$1,522.00
1	6014PA	2 High Pressured Hose Reels	\$2,961.00
1	6019P	Rodder Pump Drain Valves	\$515.00
1	6019PA	Final Filter and Silencer Ball Valve Drains	\$464.00
1	6026P	Washington State DOT Legal Front Hose Reel	\$0.00
1	6027PA	25' Leader Hose (in lieu of standard)	\$361.00

1	6031P	Front Hose Reel Storage	\$309.00
1	8004PF	Rear Mounted, LED Beacon Light w/ Limb Guard	\$1,071.00
1	8004PG	Front Mounted, LED Beacon Light w/Limb Guard	\$1,071.00
1	8020PH	10 Light Package, 10 Federal Signal Strobe Lights, LED	\$2,202.00
1	8027P	LED Mid-Ship Turn Signals	\$561.00
1	8028P	Work Lights (2), LED, 10 x 15 RDB	\$829.00
1	8029P	Work Lights (2), LED, Rear Door	\$674.00
1	8029PA	Work Light, LED, Operators Station	\$618.00
1	8029PB	Work Light, LED, Hose Reel Manhole	\$618.00
1	8029PC	Work Light, LED, Curb Side	\$613.00
1	8029PD	Work Light, LED, Street Side	\$613.00
1	8030P	Hose Reel Wrapped for Delivery	\$0.00
1	9021PB	Camera System, Front, Rear and Both Sides	\$1,249.00
1	9023PA	Safety Cone Storage Rack - Post Style	\$170.00
1	9070PA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers	\$2,057.00
1	9071PE	Toolbox with Lighting, Behind Cab - 16w 30h x 96d	\$3,538.00
1	9072PBL	Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d - with Lighting	\$1,918.00
1	9074PAL	Toolbox, Driver Side Subframe, 18w x 24h x 24d - with Lighting	\$1,630.00
1	P112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base	\$0.00
1	P124STD	Vactor 2100i Body Decal, Standard	\$0.00
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied	\$0.00
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer	\$0.00
1	Chassis- Mod	Chassis Modifications Charges	\$325.00
1	R28038	Mount One High Pressure Hose Reel on Front Bumper; Located in Front of Chassis Grill; Facing Curbside	\$210.00
1	31933	LED Mirror Strobes	\$2,713.00
1	R30989	200 ft. Electric Retractable Lateral Cleaning Kit Mounted Mid Ship	\$7,365.00
1	R27228	Collapsible Ladder and Storage	\$1,908.00
1	NOTE	2 Front Cameras on Hose Reel Normal Locations and No Left Driver Side Camera	\$0.00
		***** NON-CONTRACT ITEMS*****	
1	OWEN	(2)-3" Water Drains (1) Curbside and (1) Street Side	\$2,000.00
1	OWEN	Groenveld Auto-Lube (Vactor Only)	\$4,750.00
1	McCoy Freightliner	2023 Freightliner 114SD SFA 6x4, 470 HP, Auto, 66,000 GVWR, Tandem Axle	\$129,888.00
1	VDS-153	Freight Charges	\$4,900.00

Chassis Source - Customer Supplied

Module Paint Match Cab - Yes

Module Paint Color - White

Cab Color - White

Certified Unit Weights Required? - No

Chassis Note: None

Factory Price:	\$379,097.00
Sourcewell Discount:	-\$11,373.00
Non-Contract Items:	\$141,538.00
Total Price:	\$509,262.00

Price valid until 10/31/2021

PROPOSAL DATE: 10/4/2021

QUOTE NUMBER: 2021-43091

Price List Date: 3/1/2021

PO NUMBER:

QTY: _____ Customer Initials: _____

PAYMENT TERMS:

PROPOSAL NOTES:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will requires a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor Manufacturing's standard terms and conditions attached hereto and made a part hereof.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is firstmade available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

<u>2100 Series, HXX Series and Jetters</u>	10 years against water tank leakage due to corrosion. nonMettalic water tanks are covered for 5 yrs against any factory defect in material or workmanship.
<u>2100 Series, HXX Series and Guzzler only</u>	5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.
<u>2100 Series and Jetters</u>	2 years - Vactor Rodder Pump

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364



TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgment

F.O.B. POINT: Unless otherwise stated, all prices listed are F.O.B. factory.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any cause beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to

any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to F.E.T. in such cases belong to Vactor.

PRODUCT IMPROVEMENT: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY.

IT IS UNDERSTOOD AND AGREE THE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

VACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VACTOR'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These terms and conditions shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any of its rights under this

TERMS AND CONDITIONS

agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Date: _____

THIS CHANGES EVERYTHING.



AGAIN.

VACTOR® 2100i

THE NEW VACTOR® 2100i. SIMPLY BETTER.



intuitive. intelligent. innovative. individualized. incomparable.

These words describe the new Vactor 2100i. Add it all together and you have a machine that combines proven performance with a new level of simplicity and ease. With an emphasis on ergonomics, Vactor has engineered an array of innovations that together speeds work, reduces fatigue on your operators, and lets them focus on the work in front of them, not the machine behind them. Among the host of innovations you'll find on the 2100i are:

- New IntuiTouch™ single in-cab control screen for PTO/Transfer Case Activation that is as simple as pushing a button
- New IntuiTouch operator control station that features a singular, adjustable control panel for operator ease and comfort during all sewer cleaning functions
- New 7" easy-to-read screen at the operator's station to monitor critical data from the sewer cleaning system and chassis
- New optional wireless controls, including updated belly pack and handheld remotes featuring a view screen for monitoring key operational functions when working away from the truck
- New optional RDB 1015™ Rapid Deployment Boom telescopes out 10 feet and extends the debris hose down 15 feet minimizing the need for additional tubes, speeding and easing set-up and tear-down

The new 2100i is truly the evolution of a revolution that is not just easier to operate...it's easier on the operator

VACTOR 2100i.

INTUITIVE IN EVERY WAY.

New IntuiTouch™ one-touch in-cab controls redefine simplicity

- 7" touch screen control features backlit tactile buttons
- Includes controls and viewing screen for camera, lighting, recirculation and PTO/Transfer case activation
- One-Touch engagement to activate PTO and transfer case – allowing operators to gain control of all operational systems
- Operator can view the current operating mode, recirculation status, flows, pressures and more



New IntuiTouch control station puts all cleaning system functions into a single, simple control panel

- Articulating controls with up/down adjustment for individualized maximum comfort – articulation allows the control panel to adjust on a 90 degree arc for better access and screen visibility while operating the hose reel and boom
- All controls are consolidated into a single control panel including a 7" dashboard screen with glove-friendly tactile buttons featuring at-a-glance data for water pressure and flow, hose footage, chassis RPM, vacuum information, water level*, debris tank level* and more



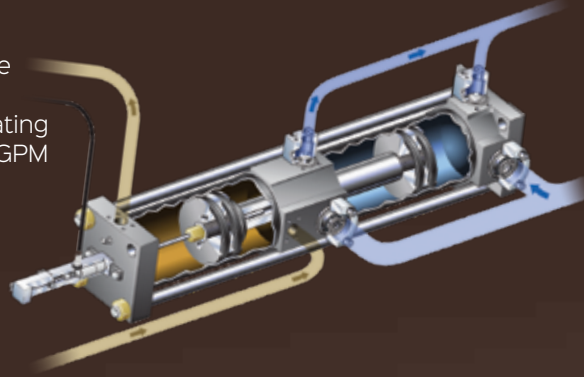
- New, reliable touch buttons with backlit feedback enable the operator to know if a selected function is active
- The new hose reel joystick significantly improves response time and pays in and out in the direction of the hose reel
- The boom joystick has a telescoping feature built in, giving the operator full mobility with multiple direction boom movement for quicker set up
- Operators have full control of the water system via a single Multi-Flow control dial – enabling them to precisely match the flow and pressure to the job requirements
- E-stops located at all operator control points bring the unit to a safe condition to protect both the operator and the equipment

*Optional equipment

UP AND DOWN, FRONT AND BACK THE VACTOR 2100i OFFERS YOU GREATER OPERATING EASE AND EFFICIENCY.

- JetRodder® Water Pump

- Uniquely designed for sewer cleaning, the JetRodder Water Pump provides smooth continuous flows through its entire operating range – ranges available from 0 to 100 GPM and pressures up to 3000 PSI
- Easily activated, powerful “Jackhammer” action for long runs or difficult blockages
- The slow movements of its five moving parts make the Vactor JetRodder pump the industry leader in longevity and carefree maintenance



- Vactor's Multi-Flow system lets operators set the flow at a lower rpm resulting in better fuel economy without sacrificing performance
- Vactor's unique air-routing and filtration system get the work done faster, safer, and more productively
- All water valves are located in the same mid-ship control station, reducing the amount of walking back and forth around the truck by the operator
- The quieter engine design, high ground clearance, lower water fill point, and twist-and-lock pipe restraints enhance the operator experience
- The hose reel can telescope out up to 15 inches and rotate up to 270° for optimal positioning
- Vactor's water tank system is designed and built with high quality, high-strength light weight aluminum for maximum capacity and maintaining a low center of gravity – the tanks feature superior corrosion resistance and are backed by a 10-year standard warranty
- Unique Modul-Flex design provides for maximum capacities and optimum weight distribution on every truck
- Standard 60 inch (1524 mm) high dump enables you to unload debris into roll-offs up to 5-feet (1.524 m) high without requiring a lift or ramp

VACTOR®
2100i





IntuiTouch articulated controls put controls within comfortable reach, allowing operators to better focus on their work



Vector's centrifugal cyclones* are designed and located to improve air filtration and permit easier cleaning

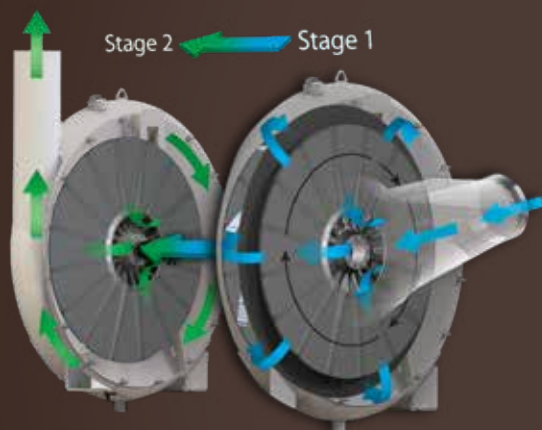
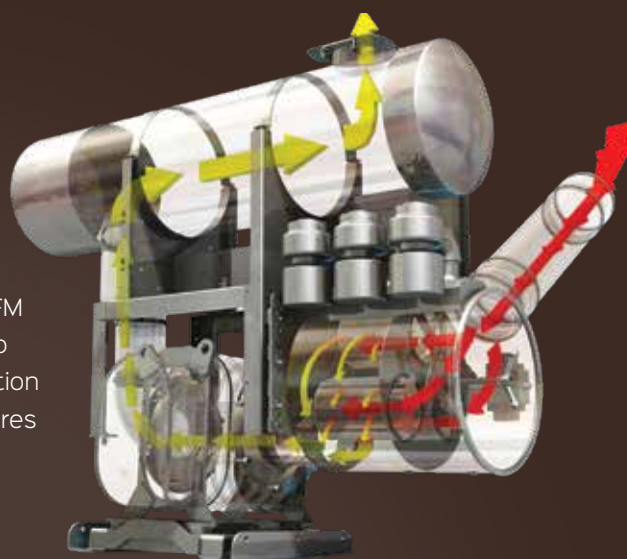


*Optional equipment

THE VACTOR 2100i COMES IN THE CONFIGURATIONS YOU NEED.

Our Positive Displacement (PD) model is ideal for pulling material long distances

With blower offerings providing inlet volumes in excess of 5000 CFM and 18 Hg vacuum, the Vactor 2100i PD is the machine you need to tackle your deepest pulls. In addition, our multi-stage blower filtration system is the most productive of its kind, and unique design features make the 2100i the most operator friendly unit available.



For all around service, choose a single engine, single or dual stage fan model

Vactor's fan system is the right choice for all-around sanitary and storm sewer cleaning. Whether equipped with a single or dual (for greater vacuum) fan system, our lightweight, perfectly balanced aluminum fan provides superior performance to handle your toughest jobs. Our unique system also minimizes energy consumption while maximizing performance.

Our water recycling model saves thousands of gallons of clean water every shift

Simple to operate, our self-cleaning system offers significant advantages:

- Absolute water filtration to 100 micron particle sizes eliminates most abrasive particles to protect the water pump, hoses, nozzles, and sewer lines
- 5-stage filtration system combines settling, centrifugal separation and absolute filtration to 100 microns
- Simultaneous operation recycles water while cleaning lines
- No moving parts in the body or tanks
- Never a need to enter a body or tank to maintain the system components



CUSTOMIZE YOUR 2100i WITH PERFORMANCE DRIVEN OPTIONS.

Our RDB 1015 Rapid Deployment Boom **RDB 1015™**

Our revolutionary new boom telescopes 10 feet out and extends the debris hose down 15 feet speeding work, and, in many cases, eliminating the need for additional tubes, reducing operator fatigue. The RDB 1015 offers you:

- Dramatic reduction in set-up and tear-down time with boom's ability to pay-in and pay-out 15 feet of vacuum hose
- Reach greater depths without raising the position of the boom to enhance speed and efficiency
- The ability to work in areas of low overhead clearance without raising the boom and still reach needed depths



New wireless controls

Vector has enhanced its wireless controls with new belly pack and handheld remotes that feature two-way data transmission, including active pressure and flow information for the water and the ability to monitor hose footage being paid out or retracted. Our wireless controls also allow:

- Extensive operation with greater control away from the fixed operator station
- Multiple control functions including hose reel control, boom control, e-stop and more



Over 100 precision-engineered enhancements are available, including:

- Cold weather recirculation system
- Liquid debris pump-off system
- Debris flush-out system
- Fail-safe hydraulic door locking system
- Water tank capacity up to 1,500 gallons (5,678 L)
- Pump delivery system up to 120 gpm
- Hose reel capacity up to 1,000 ft. (305 m)
- Automatic hose level wind guide
- Safety warning lighting packages
- Hydro-Excavation Kits

Demo the new Vector 2100i today.
Visit Vector.com to find your local dealer.

THE NEW VACTOR 2100i

Performance you expect from a proven leader.



For nearly half a century, Vactor® Manufacturing has been the leader in building combination sewer cleaners that offer innovations and design advantages that drive productivity, enhance operator performance and security, and bring operations large and small greater economy and efficiency. With the new Vactor 2100i, we have once again raised the bar, bringing you a new level of operating ease and greater control.

More than a manufacturer, Vactor offers you customized solutions featuring unmatched quality and backed by powerful support. When the rain is falling and the water is rising, Vactor is the brand you can trust.



VACTOR®
Subsidiary of Federal Signal Corporation

2100i.vactor.com

Vactor Manufacturing, Inc. • 1621 South Illinois Street • Streator, IL 61364 USA
 Phone 815.672.3171 • Fax 815.672.2779

Specifications subject to change without notice. Some products shown with optional equipment. Vactor®, JetRodder®, IntuiTouch™, RDB 1015™, and ParkNClean® are registered trademarks of Vactor Manufacturing. This product may be covered by one or more United States Patents and/or pending patent applications. See: www.vactor.com/ patents. Vactor is a subsidiary of Federal Signal Corp. Federal Signal is listed in the NYSE by the symbol FSS.

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.

Together, we are
Sourcewell.

Our client relations team is ready
to help you every step of the way.
Contact us for more information.



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



CITY OF OREGON CITY

CITY COMMISSION JOINT WORK SESSION WITH THE PLANNING COMMISSION

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, September 07, 2021 at 6:45 PM

6:00 PM - EXECUTIVE SESSION OF THE CITY COMMISSION:

The Executive Session began at 6:00 PM immediately prior to the City Commission Joint Work Session with the Planning Commission at 6:45 PM.

1. *PURSUANT TO ORS 192.660(2)(e): To conduct deliberations with persons designated by the governing body to negotiate real property transactions.*

6:45 PM - CITY COMMISSION JOINT WORK SESSION WITH THE PLANNING COMMISSION

CONVENE WORK SESSION AND ROLL CALL

Mayor Lyles Smith convened the meeting at 6:48 PM.

PRESENT: 9 - Mayor Rachel Lyles Smith, Commissioner Denyse McGriff, Commissioner Frank O'Donnell, Commissioner Rocky Smith, Jr., and Commissioner Adam Marl, Commissioner Greg Stoll, Commissioner Dirk Schlagenhauser, Commissioner Mike Mitchell and Commissioner Daphne Wuest.

ABSENT: 2 - Commissioners Patti Gage and Chris Staggs.

STAFFERS: 12 - City Manager Tony Konkol, Asst. City Recorder Jakob Wiley, Community Development Director Laura Terway, Police Chief James Band, Senior Planner Christina Robertson-Gardner, Library Director Greg Williams, Finance Director Matt Zook, Parks & Rec. Director Kendall Reid, Public Works Director John Lewis, Deputy City Attorney Carrie Richter, Human Resources Director Patrick Foiles, Asst. to the City Manager Lisa Oreskovich

DISCUSSION ITEMS

1. Draft Housing Needs Analysis

The draft Housing Needs Analysis (HNA) for Oregon City for the 2021 to 2041 period is intended to comply with statewide planning policies that govern planning for housing and residential development and to inform the Comprehensive Plan Update (OC 2040). The draft report provides Oregon City with a factual basis to update the City's Comprehensive Plan and zoning code, and to support future planning efforts related to housing as well as options for addressing unmet housing needs in Oregon City. The draft report includes information about the housing market in Oregon City and describes the factors that will affect future housing demand in Oregon City, such as changing demographics.

Laura Terway, Community Development Director, provided the staff report and introduced Beth Goodman and Margaret Raiman, consultants with ECON Northwest that provided the presentation.

Ms. Goodman presented the key points of the HNA, which included:

**City Commission Joint Work Session with the Planning
Commission Minutes****September 07, 2021**

Demographic and economic trends will drive demand for affordable and diverse housing in Oregon City, Housing affordability is a growing challenge in Oregon City, Oregon City lacks enough housing that is affordable, both for renter and homeowners, About 33% of Oregon City's households are renters, 58% of whom live in multifamily housing and Housing sales prices increased in Oregon City over the last five years at a slightly faster rate than entire County. Also covered were the current types of housing, comparable to other cities.

Commissioner O'Donnell asked what converted cargo containers are considered as a housing type and Ms. Goodman responded that it is considered a detached single-family dwelling. Commissioner O'Donnell also commented that the immediately surrounding cities to Oregon City appear to be very comparable in housing and ratios.

Commissioner Stoll asked a clarifying question on the number of multiplex units and Ms. Goodman responded the number is around 13%.

Commissioner O'Donnell asked how a 50-unit apartment complex would count and Ms. Goodman responded that it would be considered 50 multi-family units with a complex with five or more units.

Commissioner McGriff asked why the housing data only went back to 2009. Ms. Goodman indicated the data from 2009 to present showed the majority of the housing built. After discussion, Commissioner McGriff indicated she would contact Ms. Goodman post-meeting regarding the older data.

There was discussion regarding clarification of the number of single family and multifamily structures built between 2017 to present and that the number is relatively consistent despite up and down trends.

Data was presented on renter and homeowner cost burdening.

Commissioner Stoll asked about how housing assistance factors into cost burdening and Ms. Goodman indicated that particular data is not represented through the census that was conducted.

There was discussion regarding what cities can do to promote affordable housing.

Commissioner Marl asked about housing differences between Oregon City and Wilsonville and there was discussion about affordability due to more expensive condominium developments in other areas such as Wilsonville.

Data was presented on income levels necessary to attain housing. There was discussion that the data represented a four-person household for comparisons and that other living costs are higher. Also presented was available land in the city and projections and the types of housing that will be needed, per current zoning.

Mayor Lyles Smith asked if there were any studies about changing zoning codes and office spaces needs, given that more residents have been doing more work at home because of the pandemic. Ms. Goodman and Ms. Raiman indicated there are no studies at this time and as the work situation is in flux, it is difficult to project the effect on future needs.

Commissioner Stoll asked about the assumption that all available land is developed and Ms. Goodman indicated that assumption may be unreasonable, but also that cities are required to do a housing needs analysis every six years in order to adjust numbers for growth.

Commissioner Wuest commented that the report did not take into consideration any redevelopment and Ms. Goodman indicated that was correct and that some deficits in housing could potentially be made up through redevelopment, provided a city has factored affordable housing into any redevelopment plan.

There was discussion regarding House Bill 2001 and how that affects density factors.

**City Commission Joint Work Session with the Planning
Commission Minutes**

September 07, 2021

Recommendations discussed included the continued monitoring of available lands for affordable housing development and adopting zoning code to comply with HB2001.

Mayor Lyles Smith asked about adopting the HNA versus an Urban Growth Boundary expansion and Ms. Goodman indicated the expansion needed would be too small for Metro to consider.

Commissioner McGriff asked how the city will make the neighborhood associations aware of the HNA and HB2001. Ms. Terway indicated adoption of the HNA will help inform the 2040 Plan which will then inform residents. Commissioner McGriff felt there needs to be a concentrated effort at the neighborhood level.

Commissioner Mitchell suggested a zoomed-in neighborhood map be presented to the neighborhood associations when the time comes for their presentations.

There was general consensus for the city to continue with this effort.

ADJOURNMENT

Mayor Lyles Smith adjourned the meeting at 8:04 PM.

Respectfully submitted,

Jakob Wiley, Assistant City Recorder



CITY OF OREGON CITY

CITY COMMISSION WORK SESSION

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, September 07, 2021 at 7:30 PM

6:00 PM - EXECUTIVE SESSION OF THE CITY COMMISSION:

The Executive Session began at 6:00 PM immediately prior to the City Commission Joint Work Session with the Planning Commission at 6:45 PM.

1. *PURSUANT TO ORS 192.660(2)(e): To conduct deliberations with persons designated by the governing body to negotiate real property transactions.*

7:30 PM - City Commission Work Session

CONVENE WORK SESSION AND ROLL CALL

Mayor Lyles Smith convened the meeting at 8:11 PM.

PRESENT: 5 - Mayor Rachel Lyles Smith, Commissioner Denyse McGriff, Commissioner Frank O'Donnell, Commissioner Rocky Smith, Jr., and Commissioner Adam Marl

STAFFERS: 13 - City Manager Tony Konkol, Asst. City Recorder Jakob Wiley, Community Development Director Laura Terway, Police Chief James Band, Senior Planner Christina Robertson-Gardner, Econ. Dev. Manager James Graham, Library Director Greg Williams, Finance Director Matt Zook, Parks & Rec. Director Kendall Reid, Public Works Director John Lewis, Deputy City Attorney Carrie Richter, Human Resources Director Patrick Foiles, Asst. to the City Manager Lisa Oreskovich

FUTURE AGENDA ITEMS

1. List of Future Work Session Agenda Items

Mr. Konkol reviewed upcoming topics. There were no changes or additions to the agenda items.

DISCUSSION ITEMS

2. Discussion of Resolution to Support Oregon City Businesses During Covid-19

Commissioner McGriff discussed the current situation in the city where business owners are expressing concerns regarding patron behavior in response to the state pandemic mandate.

Commissioner O'Donnell asked what problem is the City trying to solve and what role the City could really play. Commissioner Smith also expressed his concerns as a current business owner in downtown, but is wary of what the city could do and how it would be received.

Mayor Lyles Smith felt it should be a proclamation for a day or week to accentuate positive behavior. Commissioner Marl was supportive of this effort. There was consensus by the Commissioners to pursue this further and report back to the Commission.

3. Housing Choices Code Update (HB 2001)

Christina Robertson-Gardner, Senior Planner, presented the staff report. Ms. Robertson-Gardner discussed changes to the City's zoning code that may be required in response to House Bill 2001 (2019) (HB 2001).

Commissioner O'Donnell asked if HB 2001 overrides existing private property covenants. Ms. Robertson-Gardner indicated it does not, but it would affect any new covenants. Mayor Lyles Smith asked about low-density zoning in relation to HB 2001 and Ms. Robertson-Gardner provided additional explanation and information.

Commissioner O'Donnell asked about converted shipping container homes and how the design standards apply to them. Ms. Robertson-Gardner indicated they would be considered cluster housing under medium density residential. Ms. Robertson-Gardner provided examples of the current zoning and potential amendments.

Commissioner McGriff asked about the application of the City's historic review design standards and that it matches those of other cities for uniformity. Ms. Robertson-Gardner indicated staff does confer with staff from other cities on uniformity standards.

Ms. Robertson-Gardner reviewed the timeline and process leading up to the deadline for adoption by June 30, 2022. Commissioner McGriff asked what the penalty was if the city does not comply by the deadline. Ms. Robertson-Gardner indicated the city would then be required to use the model code.

Mayor Lyles Smith asked about how much public involvement there needed to be. Ms. Robertson-Gardner indicated that the direction the Commission wishes to pursue will determine the amount of public outreach that will be needed. Mayor Lyles Smith and Commissioner O'Donnell supported the Minimum Compliance Standards option. There was discussion on infill and new subdivision differences and the macro approach.

Commissioner Marl asked about middle housing in the Model and Minimum Compliance Standards and there was discussion that middle housing cannot be excluded from historic districts under the Performance Metric Approach. Commissioner McGriff supported a hybrid approach since Oregon City is not like other communities. Commissioner Smith also supported the Minimum Compliance Standards.

CITY MANAGER'S REPORT

There was nothing to report.

COMMISSION COMMITTEE REPORTS

A. Beavercreek Employment Area Blue Ribbon Committee - Commissioner Frank O'Donnell

There was nothing to report.

B. Citizen Involvement Committee Liaison - Commissioner Adam Marl

Commissioner McGriff asked about the Community Development investigation and Mayor Lyles Smith indicated Mr. Konkol will follow up with the Commissioners individually.

- C. Clackamas County Coordinating Committee (C4)** - Appointed: Mayor Rachel Lyles Smith
Alternate: Commissioner Adam Marl

Mayor Lyles Smith indicated transit is the current topic and gaps in service are being discussed.

- D. Clackamas County I-205 Tolling Diversion Committee** - Appointed: Commissioner Adam Marl
Alternate: Commissioner Frank O'Donnell

The committee has not met.

- E. Clackamas Heritage Partners** - Commissioner Rocky Smith, Jr.

Commissioner Smith indicated the next meeting will be next week on September 17th

- F. Clackamas Water Environment Services Policy Committee** –
Appointed: Commissioner Rocky Smith, Jr.

Commissioner Smith indicated the next meeting will be on September 16th.

- G. Downtown Oregon City Association Board** - Commissioner Denyse McGriff

Commissioner McGriff commented they are in the process of interviewing new membership, there was a tour that included representative Kurt Schrader and there was discussion on the proposed quiet zone.

- H. Metro Policy Advisory Committee (MPAC)** - Appointed: Mayor Rachel Lyles Smith
Alternate: Commissioner Denyse McGriff

Mayor Lyles Smith indicated the Metro housing bond and parks bond were adopted. The housing bond revenue was lower than originally projected.

- I. OC 2040 Project Advisory Team** - Appointed: Commissioners Adam Marl and Denyse McGriff

Commissioner McGriff indicated there will be summits beginning on September 14th regarding economic and housing development. Information regarding the summits is on the city website.

- J. Oregon Governor's Willamette Falls Locks Commission** - Vacant until State Appoints Mayor Rachel Lyles Smith

Mayor Lyles Smith indicated the next meeting will be on September 8th.

- K. Oregon City Tourism Stakeholder's Group** - Appointed: Commissioners Frank O'Donnell and Rocky Smith, Jr.

Commissioner O'Donnell indicated he will be watching a "destination ready" presentation later in the week.

Commissioner Smith indicated the presentation was well received by the tourism community and they are discussing when the project can be ramped up.

L. Oregon City/West Linn Pedestrian and Bicycle Bridge Concept Plan Project Advisory Committee - Appointed: *Commissioner Denyse McGriff*

Commissioner McGriff indicated they have not met due to search for funding sources and the report just being released. Mr. Konkol commented that Oregon City staff will be meeting with West Linn staff and they will bring forth information from those meetings, which will be held virtually.

M. South Fork Water Board (SFWB) - Mayor Rachel Lyles Smith, and Commissioners Frank O'Donnell and Rocky Smith, Jr.

Mayor Lyles Smith indicated they have not met.

N. Willamette Falls and Landings Heritage Area - Appointed: *Commissioner Denyse McGriff* Alternate: *Commissioner Frank O'Donnell*

Commissioner McGriff indicated they have just hired a new director and they will be hiring a new consultant that will be working on equity and inclusion.

O. Willamette Falls Legacy Project Liaisons - Mayor Rachel Lyles Smith and Commissioners Frank O'Donnell

Mayor Lyles Smith indicated the five partners will be changing the governance approach and that will slow down the meeting process.

Mayor Lyles Smith commented on a September 11 remembrance ceremony that will be held on the Clackamas County Red Soils campus at 2pm.

Commissioner Smith reminded everyone to watch out for children returning to school in the coming weeks.

ADJOURNMENT

Mayor Lyles Smith adjourned the meeting at 9:45 PM.

Respectfully submitted,

Jakob Wiley, Asst. 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: 10/20/2021

SUBJECT:

Accepting the Right-of-Way for a Portion of Maplelane Court and Maplelane Road

STAFF RECOMMENDATION:

Approve Resolution No. 21-49 to accept the right-of-way of a portion of Maplelane Court and Maplelane Road.

EXECUTIVE SUMMARY:

Maplelane Road is mostly under the jurisdiction of the City of Oregon City adjacent to a proposed private development. Maplelane Court is completely under the jurisdiction of Clackamas County. Due to impending private development, the City and County have agreed that now is the proper time to transfer jurisdiction of all of Maplelane Court and a connecting portion of Maplelane Road from the County to the City. This transfer of jurisdiction is completed by way of an Intergovernmental Agreement and a Resolution accepting the right-of-way from Clackamas County.

BACKGROUND:

In early 2019, Clackamas County Commissioners approved a \$30-per-year Vehicle Registration Fee to fund road maintenance and construction projects. One aspect of the approval included the County Strategic Investment Fund which utilizes 10% of the revenue share to be spent on local transportation priorities with an initial emphasis on jurisdictional transfers when supported by the appropriate agency.

Private Development Project PR 179-2021, which is a multifamily development, consists of 171 multifamily units ranging from one to four-bedroom units and borders Maplelane Road and Maplelane Court. This development will build the extension of Walnut Grove Way, connecting Maplelane Road and Maplelane Court.

Maplelane Road is mostly under the jurisdiction of the City of Oregon City adjacent to the development. Maplelane Court is completely under the jurisdiction of Clackamas County.

Due to the impending development, the City and County have agreed that now is the proper time to transfer jurisdiction of all of Maplelane Court and a connecting portion of Maplelane Road from the County to the City. These sections of roadway will no longer function as County Roads and will now function as City Roads. This transfer is completed by way of an Intergovernmental Agreement, as specified in the 1990 Urban Growth Management Agreement between the City and the County. This agreement states that for roadways not built to City standards, the County agrees to pay to the City a sum of money equal to the cost of a two-inch asphaltic concrete overlay over the width of the existing pavement. The value of the pavement work to this section of roadway has been determined as \$29,384 and will be paid to the City as part of the transfer of this roadway.

The County staff's report to the County Commissioners recommended the County Board "approve the Intergovernmental Agreement with the City of Oregon City to transfer rights and duties as road authority for portions of Maplelane Court and Maplelane Road to the City and to establish a process and timelines related to a jurisdictional transfer."

The Intergovernmental Agreement was approved by the County Board and signed by the chair on May 20, 2021. The area of transfer is legally written in Exhibit A and depicted in Exhibit B included within the Intergovernmental Agreement.

On June 16, 2021, the City Commission authorized the City Manager to sign an Intergovernmental Agreement between the City of Oregon City and Clackamas County related to the transfer of a portion of Maplelane Court and Maplelane Road.

On October 7, 2021, the Board of County Commissioners of Clackamas County approved Board Order No. 2021-76 transferring to the City of Oregon City jurisdiction over Maplelane Court and a portion of Maplelane Road.

This request is the final step in transferring jurisdiction of that portion of Maplelane Court and Maplelane Road by accepting the right-of-way from Clackamas County.

OPTIONS:

1. Approve Resolution No. 21-49 to accept the right-of-way of a portion of Maplelane Court and Maplelane Road.
2. Deny Resolution No. 21-49.

BUDGET IMPACT:

Amount: \$29,384 Revenue

FY(s): FY 2021-22

Funding Source(s): Transportation Fund

RESOLUTION NO. 21-49

A RESOLUTION TO ACCEPT THE RIGHT-OF-WAY OF A PORTION OF MAPLELANE COURT AND MAPLELANE ROAD

WHEREAS, ORS 373.270 provides a mechanism to surrender jurisdiction of a county road within a city to a city; and

WHEREAS, the Board of County Commissioners of Clackamas County (County) passed Board Order No. 2021-76, attached hereto, on October 7, 2021, which offers to surrender jurisdiction of Maplelane Court and a portion of Maplelane Road to the City of Oregon City (City); and

WHEREAS, this segment of Maplelane Court and Maplelane Road has been within the City's jurisdictional boundary since at least 1989; and

WHEREAS, the City desires to consolidate its authority over roadways within its jurisdictional boundary; and

WHEREAS, surrender of jurisdiction on adjacent portions of Maplelane Court and Maplelane Road within Clackamas County was requested by Intergovernmental Agreement from the County Board on May 20, 2021; and

WHEREAS, The Intergovernmental Agreement was approved by the County Board and signed by the chair on May 20, 2021; and

WHEREAS, On June 16, 2021, the City Commission authorized the City Manager to sign an Intergovernmental Agreement between the City of Oregon City and Clackamas County related to the transfer of a portion of Maplelane Court and Maplelane Road; and

WHEREAS, On October 7, 2021, the Board of County Commissioners of Clackamas County approved Board Order No. 2021-76, transferring to the City of Oregon City, jurisdiction over Maplelane Court and a portion of Maplelane Road.

NOW, THEREFORE, THE CITY OF OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The surrender of jurisdictional authority by the Board of County Commissioners of Clackamas County over the portion of public right-of-way described in Exhibit A-1 and depicted in Exhibit B-1, attached hereto and incorporated herein, is accepted by the City of Oregon City pursuant to ORS 373.270.

Section 2. This resolution becomes effective upon adoption.

Approved and adopted at a regular meeting of the City Commission held on the 20th day of October 2021.

Rachel Lyles Smith, Mayor

Attested to this 20th day of October 2021:

Approved as to legal sufficiency:

Jakob Wiley, Assistant City Recorder

City Attorney

Attachments: Exhibit A-1 and Exhibit B-1 – Transfer Limits
Vicinity Map
County IGA

Exhibit "A-1"

S. Maplelane Ct. and Maplelane Road Transfer of Jurisdiction

Clackamas County to City of Oregon City

Description

All that portion of S. Maplelane Court and Maplelane Road , both being County Road No. 398, Department of Transportation and Development maintenance No. 32104; Situated in the SW 1/4 of Section 04, T. 3 S., R. 2 E., W.M. as shown in Exhibit "B", attached hereto, lying West of the Westerly boundary line of Tax Lot 32E04C 01900, as described in Document No. 2012-076496, Clackamas County deed records, and lying East of the Easterly Right-of-Way Line of Highway 213 Trails End Highway, being approximately 1,606 feet long.

Contain 96,367 square feet, more or less.

EXHIBIT "B-1"



1"=200'

CITY LIMITS

START MILE
POINT 0.35

32E04C 01900
DOC. NO. 2012-076496

CLACKAMAS
COUNTY

CITY OF
OREGON CITY

HWY 213
(TRAILS END HWY)

S MAPLELANE CT.
OR NO. 398

CITY OF
OREGON CITY

EASTERLY RIGHT-OF-WAY
OF HIGHWAY 213

BEAVERCREEK RD.

S MAPLELANE RD.



TRANSFERED ROAD

LOCATED IN THE SW 1/4 OF
SECTION 04, T. 3 S., R. 2 E., W.M.
CLACKAMAS COUNTY, OREGON

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



04/19/2021

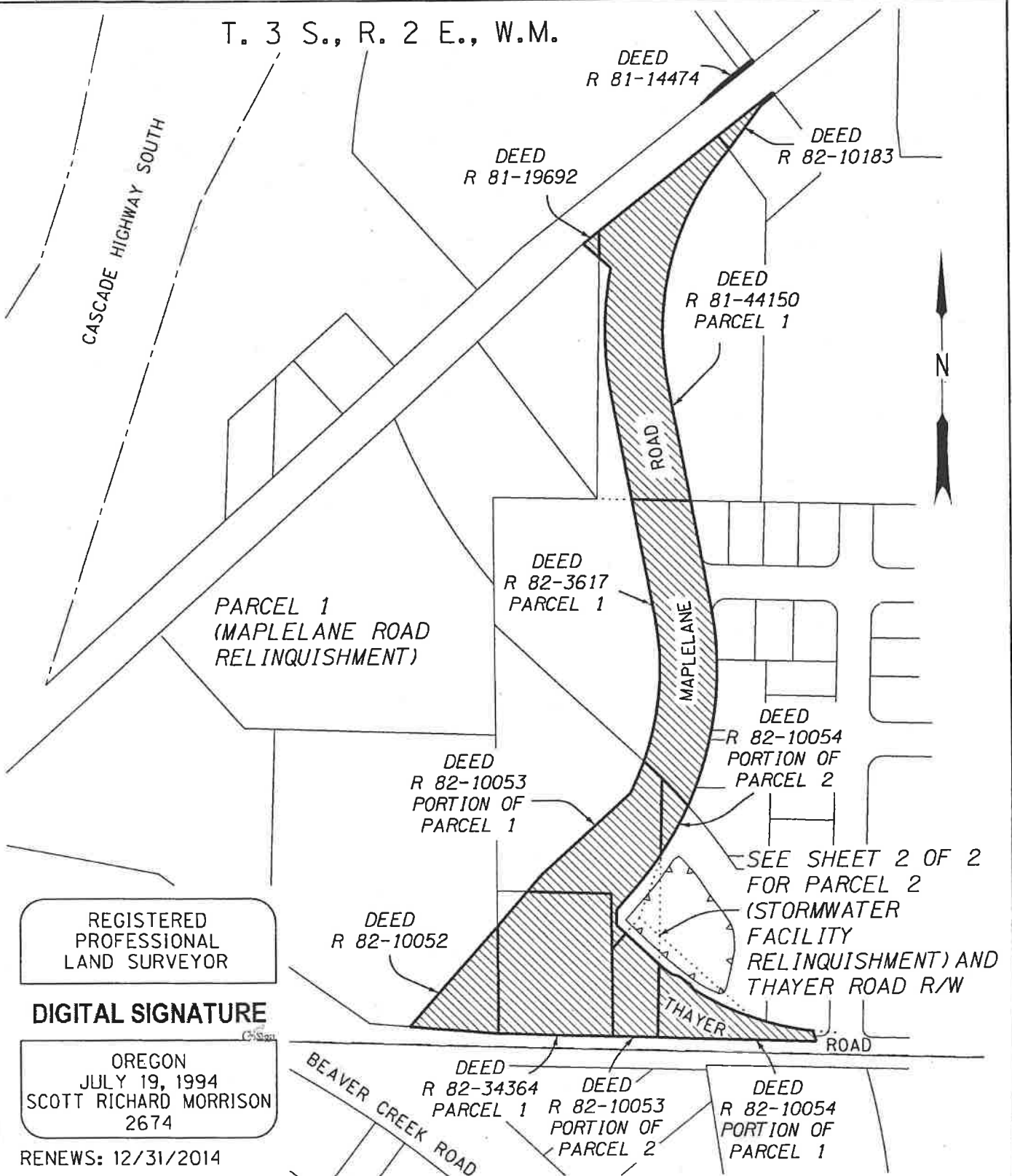
A. REITER

JURISDICTIONAL TRANSFER
S. MAPLELANE CT.
COUNTY ROAD NO. 398

SHEET

1 OF 1

T. 3 S., R. 2 E., W.M.

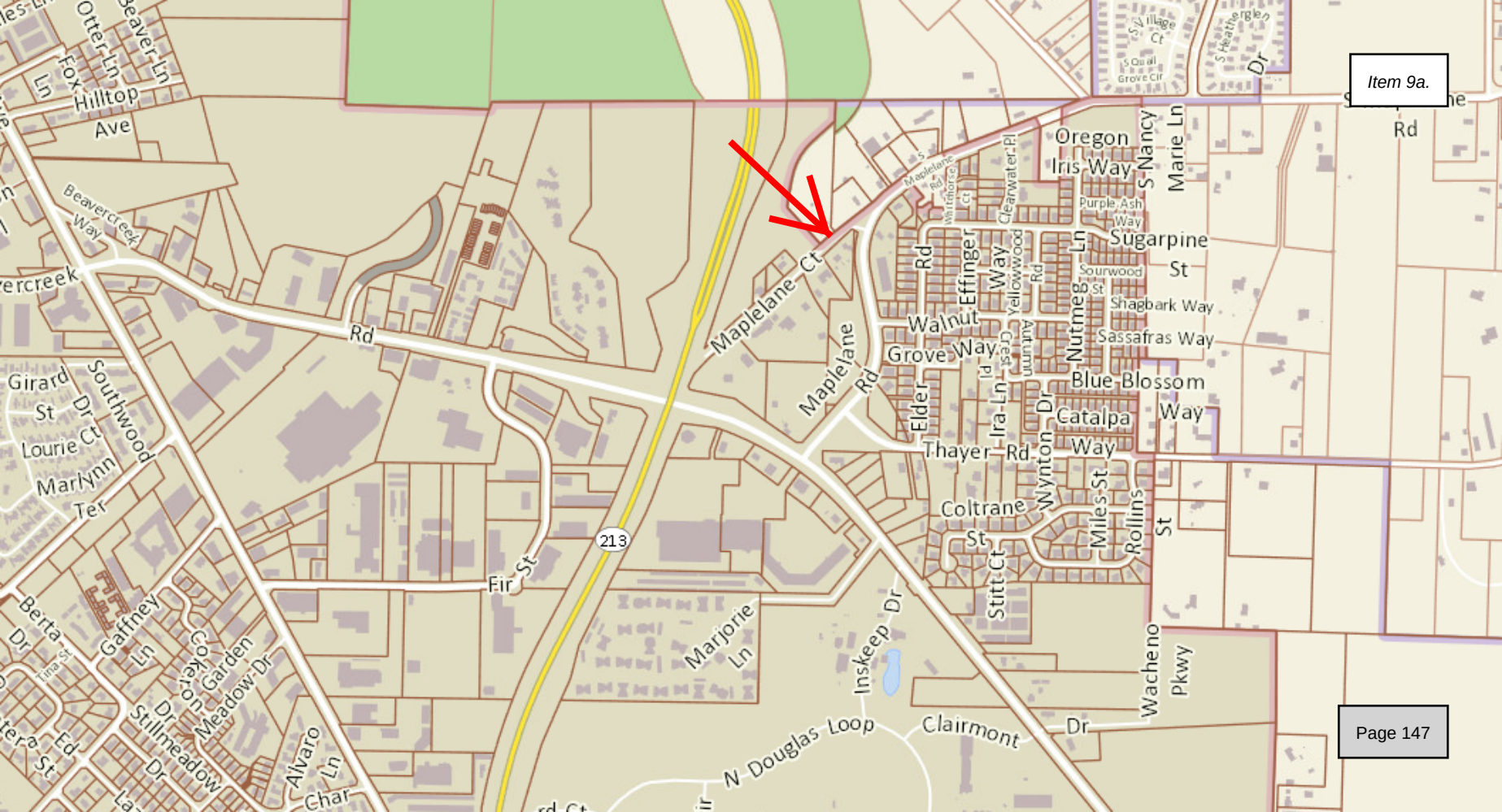


OREGON DEPARTMENT OF TRANSPORTATION



**RIGHT OF WAY
RELINQUISHMENT**
EXHIBIT B SHEET 1 OF 2

Section	Park Place - Clackamas Community College		
Highway	Cascade Highway South	Scale	1" = 200'
County	Clackamas County	Date	May, 2014
File	51469A	See Drawing 9B-17-19	



Item 9a.



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 3, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County and the City of Oregon City to Transfer Permitting Authority and Maintenance Responsibility for a portion of Maplelane Court and Maplelane Road (County Road #0398, DTD #32104 and DTD #32001, to the City

Purpose/Outcomes	Transfers permitting authority and maintenance responsibility for construction on portions of Maplelane Court to the City of Oregon City and establishing a process and timelines related to a jurisdictional transfer.
Dollar Amount and Fiscal Impact	Cost savings in the form of staff time and materials related to the permitting, maintenance and oversight of this roadway and a onetime payment of \$29,384 which represents the cost of a 2" asphalt overlay over that portion being transferred.
Funding Source	Community Road Fund
Duration	Upon execution; permanent
Previous Board Action	May 18, 2021: Discussion item at issues
Strategic Plan Alignment	1. This transfer will directly align with our departments Business Plan goal of completing jurisdictional transfer of roads to cities. 2. Build public trust through good government
Counsel Review	Reviewed and approved: 5/11/21 NB
Procurement Review	Was this item processed through Procurement? No This item is an IGA related to a transfer of Jurisdiction
Contact Person	Michael Bays, Survey Cadd Supervisor; 503-742-46667

Clackamas County currently has jurisdiction, including permitting authority, enforcement of road standards and maintenance responsibility of Maplelane Court and Maplelane Road. This intergovernmental agreement addresses transferring rights and duties as "road authority," including permitting authority, development of road standards, and maintenance responsibility to the City for portions of Maplelane Court and Maplelane Road.

Transferring the rights and duties as road authority for these portions of Maplelane Court and Maplelane Road to the City of Oregon City will eliminate confusion and improve efficiencies of

maintenance and public service. The City will perform all construction and reconstruction; improvement or repair and maintenance; review and issuance of access permits; establishment of roadway standards; acquisition of right of way; storm water and drainage facility repair and maintenance; and review and issuance of street opening permits. The County will retain official jurisdiction of these portions of the roadways until such time as a jurisdictional transfer as outlined in this agreement with the County has been completed.

RECOMMENDATION:

Staff respectfully recommends that the Board approve this Intergovernmental Agreement with the City of Oregon City to transfer rights and duties as road authority for portions of Maplelane Court and Maplelane Road to the City and to establish a process and timelines related to a jurisdictional transfer.

Respectfully submitted,

Michael Bays

Michael Bays, Survey Cadd Supervisor
Attachments: IGA, Exhibits

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF OREGON CITY
AND CLACKAMAS COUNTY RELATED TO THE TRANSFER OF A PORTION OF
MAPLELANE COURT AND MAPLELANE ROAD**

This agreement (the "Agreement") is made on the date all required signatures have been obtained, between the City of Oregon City ("CITY"), a municipal corporation of the State of Oregon, and Clackamas County ("COUNTY"), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the "PARTIES" and each a "PARTY."

RECITALS

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform;

WHEREAS, the portions of Maplelane Court and Maplelane Road subject to this Agreement are located entirely within the boundaries of the City and are County Roads, as defined in ORS 368.001;

WHEREAS, Maplelane Court and Maplelane Road are depicted in Exhibit "B", and more particularly described in Exhibit "A", all of which are attached hereto and incorporated herein (collectively "Maplelane Court");

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of Maplelane Court;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer jurisdiction over any county roads within a city to that city, and the Parties desire to pursue a transfer of jurisdiction of Maplelane Court and a portion of Maplelane Road pursuant to the terms of this Agreement; and

WHEREAS, the Parties agree that Maplelane Court should be improved, or the City should be compensated, consistent with the terms of this Agreement at, or prior to, the completion of the full transfer pursuant to ORS 373.270.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire automatically at the time the City assumes jurisdiction of Maplelane Court and a portion of Maplelane Road pursuant to ORS 373.270, and the County has paid the amount of money set forth herein.
2. **Transfer of Authority.**

- A. Responsibility for Road Authority activities (as outlined in Section 3) for Maplelane Court and a portion of Maplelane Road shall be surrendered to the City pursuant to the terms and conditions of this Agreement. The only portion of Maplelane Court subject to this Agreement measures approximately 1,606 feet and 96,367 square feet in area, as more particularly depicted on Exhibit "B", and more specifically described on Exhibit "A".
 - B. To facilitate the performance of responsibilities under this Agreement, the City hereby accepts responsibility for Road Authority activities (as outlined in Section 3) for Maplelane Court and a portion of Maplelane Road, as described herein.
 - C. The City shall be solely responsible for all costs associated with the Road Authority activities assumed by the City as set forth in this Agreement.
3. **Road Authority Obligations.** For purposes of this Agreement, the Road Authority activities include those activities the City deems necessary in accordance with City standards, including but not necessarily limited to, the following:
- A. Construction and reconstruction (including capital improvements);
 - B. Improvement or repair, and maintenance;
 - C. Maintenance and repair of related facilities within the roadway, including but not limited to storm water drainage facilities, traffic control devices, street lights and roadside barriers;
 - D. Timely repair or mitigation of known hazards to the road users;
 - E. Issuance of permits for work or the establishment of roadway standards on Maplelane Court; and
 - F. All other responsibilities the County may have under ORS 368 with regards to Maplelane Court and Maplelane Road which may be assumed by the City under state law.
4. **Maintenance Standard.** Any maintenance on Maplelane Court and Maplelane Road required by this Agreement shall be carried out in a manner that is similar to other roads with similar features, function, and characteristics under the City's jurisdiction.
5. **County Responsibilities.**
- A. The County shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the County to surrender jurisdiction over Maplelane Court and Maplelane Road.
 - B. The County shall provide to the City the sum of \$29,384 which is equivalent to the cost of the following improvement: a 2-inch asphalt overlay on the portion of Maplelane Court identified in the exhibits attached to this Agreement. The sum of \$29,384 identified in this paragraph shall be payable to the City within 30 days of the date that full and absolute jurisdiction over Maplelane Court and Maplelane Road are surrendered by the County and accepted by the City as described below.

6. City Responsibilities.

- A. After the County has initiated the process to transfer jurisdiction of Maplelane Court and Maplelane Road, the City shall carry out any additional procedures necessary, as set forth in ORS 373.270, for purposes of finalizing the transfer. The City shall not unreasonably delay or withhold its consent to the transfer of Maplelane Court and Maplelane Road, and shall complete the process to finalize the transfer within 90 days from the date that the County concludes its hearing and decision on the matter. This obligation shall terminate in the event the governing body of the County fails to find that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over Maplelane Court
- B. The City agrees to assume full and absolute jurisdiction over the portion of Maplelane Court and Maplelane Road identified in the exhibits attached to this Agreement, if the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfer described herein.

7. Termination.

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

8. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense

thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

9. General Provisions

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding

such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.

N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

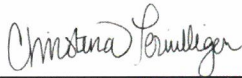
CLACKAMAS COUNTY



Chair

5/20/2021

Date



Recording Secretary

CITY OF OREGON CITY



City Manager, Anthony J Konkol, III

6-17-21

Date

Approved as to form:



City Attorney

Exhibit "A"

S. Maplelane Ct. and Maplelane Road Transfer of Jurisdiction

Clackamas County to City of Oregon City

Description

All that portion of S. Maplelane Court and Maplelane Road , both being County Road No. 398, Department of Transportation and Development maintenance No. 32104; Situated in the SW 1/4 of Section 04, T. 3 S., R. 2 E., W.M. as shown in Exhibit "B", attached hereto, lying West of the Westerly boundary line of Tax Lot 32E04C 01900, as described in Document No. 2012-076496, Clackamas County deed records, and lying East of the Easterly Right-of-Way Line of Highway 213 Trails End Highway, being approximately 1,606 feet long.

Contain 96,367 square feet, more or less.



1' = 200'

EXHIBIT "B"

CITY LIMITS

CLACKAMAS
COUNTY

CITY OF
OREGON CITY

START MILE
POINT 0.35

32E04C 01900
DOC. NO. 2012-076496

HWY 213
(TRAILS END HWY)

S MAPLELANE CT.
CR NO. 398

CITY OF
OREGON CITY

EASTERLY RIGHT-OF-WAY
OF HIGHWAY 213

BEAVERCREEK RD.

S MAPLELANE RD.



TRANSFERED ROAD

LOCATED IN THE SW 1/4 OF
SECTION 04, T. 3 S., R. 2 E., W.M.
CLACKAMAS COUNTY, OREGON

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



05/03/2021

A. REITER

JURISDICTIONAL TRANSFER
S. MAPLELANE CT.
COUNTY ROAD NO. 398

SHEET
1 OF 1

**DAN JOHNSON**
DIRECTORDEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October 7, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Board Order Offering to Transfer Jurisdiction from
Clackamas County to the City of Oregon City for a portion of Maplelane Court and
Maplelane Road (County Road #0398, DTD #32104 and DTD #32001)

Purpose/Outcomes	Jurisdictional transfer of a portion of Maplelane Ct and Maplelane Road to the city of Oregon City
Dollar Amount and Fiscal Impact	Cost savings in the form of staff time and Maintenance monies used on County maintained portions of roads located entirely within the City of Oregon City. Initial cost of transfer is \$29,384, which represents the cost of a 2" asphalt overlay on portions of the roads being transferred.
Funding Source	Road Fund
Duration	Upon execution; permanent
Previous Board Action	5/20/21: Approval of an IGA with the city of Oregon City pursuant to this transfer. 09/21/2021: Memo presented at issues requesting a formal hearing date.
Strategic Plan Alignment	1. This transfer will directly align with our departments Business Plan goal of completing jurisdictional transfer of roads to cities. 2. The cost savings realized by this transfer will allow transparency for the budget.
Counsel Review	Reviewed and approved by counsel on 7/26/21, NB.
Procurement Review	Was this item processed through Procurement? No This item is a transfer of Jurisdiction
Contact Person	Michael Bays, Survey/CADD Supervisor; 503-742-4667

There are certain County roads, such as Maplelane Court and a portion of Maplelane Road Street in Oregon City, that are wholly, mostly, or partially within various cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads.

Clackamas County and the City of Oregon City have agreed to the transfer of Maplelane Court and a portion of Maplelane Road to the City with the intent of streamlining planned roadway improvements, eliminating confusion to the public and to improve the efficiencies of

maintenance and public service. Maplelane Court and the portions of Maplelane Road to be transferred are located entirely within Oregon City city limits.

The County and the City of Oregon City have an agreement to provide funds to the City of Oregon City in the amount of \$29,384, which is equal to the cost of a 2" asphalt overlay, in exchange for the City assuming exclusive jurisdiction over Maplelane Court and a portion of Maplelane Road containing approximately 96,367 square feet of Right-of-Way. By accepting jurisdiction over portions of Maplelane Court and a portion of Maplelane Road the City becomes the "Road Authority" responsible for all maintenance, improvements, permitting and road standard activities.

RECOMMENDATION:

Staff respectfully requests that the Board approve this Board Order related to the transfer of jurisdiction over Maplelane Court and a portion of Maplelane Road and the payment to the City in an amount equivalent to a 2" asphalt overlay on that portion of Maplelane Court being transferred.

Respectfully submitted,

Michael Bays

Michael Bays -Survey/CADD Supervisor

Attachments:
Board Order
Exhibits

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the
City of Oregon City, jurisdiction over
Maplelane Ct and a Portion of
Maplelane Road County No. 0398
DTD Nos. 32104 and 32001

Board Order No. 2021-76

Page 1 of 2

This matter coming before the Board of County Commissioners as a result of the County initiating action pursuant to ORS 373.270(5) to surrender jurisdiction of a county road within the boundary of the City of Oregon City, and the preceding negotiation between the City of Oregon City and Clackamas County Department of Transportation and Development to transfer a portion of the following road, as more particularly described in Exhibit A, and as depicted in Exhibit B, both of which are attached hereto and incorporated herein:

<u>Road Name</u>	<u>CR #</u>	<u>DTD #</u>	<u>From</u>	<u>To</u>	<u>Square Feet</u>
Maplelane Court	0398	32104	MP 0.00	MP 0.23	96,367
Maplelane Road	0398	32001	MP 0.28	MP 0.35	Combined

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Clackamas Review on 09/08/21,09/15/21,09/22/21,09/29/21; now therefore,

IT IS HEREBY ORDERED that Clackamas County offers to surrender jurisdiction of the portions of Maplelane Court and Maplelane Road described above to the City of Oregon City such that full and absolute jurisdiction of said roadways for all purposes of repair, construction, improvement and the levying and collection of assessments therefore be transferred to the City of Oregon City and shall vest as of the date the City of Oregon City accepts, by appropriate municipal legislation, the County's offer to surrender jurisdiction; and,

IT IS FURTHER ORDERED that this offer shall be withdrawn unless it is accepted by the City of Oregon City within one year of the date of this order; and,

IT IS FURTHER ORDERED that, upon acceptance by the City of Oregon City of the County's offer to surrender jurisdiction pursuant to ORS 273.270(5), the portion of roadway described herein, 96,367 square feet, more or less, be removed from the County's Road Inventory; and,

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the
City of Oregon City, jurisdiction over
Maplelane Ct and a Portion of
Maplelane Road County No. 0398
DTD Nos. 32104 and 32001

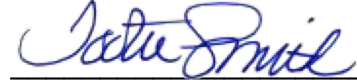
Board Order No. 2021-76

Page 2 of 2

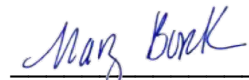
IT IS FURTHER ORDERED that
copies of this Order be submitted to the Clackamas County Clerk's office for recording
and that copies be subsequently sent without charge to the Clackamas County Surveyor,
Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

ADOPTED this 7 day of October, 2021.

BOARD OF COUNTY COMMISSIONERS



Chair



Recording Secretary

Exhibit "A"

S. Maplelane Ct. and Maplelane Road Transfer of Jurisdiction

Clackamas County to City of Oregon City

Description

All that portion of S. Maplelane Court and Maplelane Road , both being County Road No. 398, Department of Transportation and Development maintenance No. 32104; Situated in the SW 1/4 of Section 04, T. 3 S., R. 2 E., W.M. as shown in Exhibit "B", attached hereto, lying West of the Westerly boundary line of Tax Lot 32E04C 01900, as described in Document No. 2012-076496, Clackamas County deed records, and lying East of the Easterly Right-of-Way Line of Highway 213 Trails End Highway, being approximately 1,606 feet long.

Contain 96,367 square feet, more or less.

EXHIBIT "B"



1' = 200'

CITY LIMITS

START MILE
POINT 0.35

32E04C 01900
DOC. NO. 2012-076496

CLACKAMAS
COUNTY

CITY OF
OREGON CITY

HWY 213
(TRAILS END HWY)

S MAPLELANE CT.
CR NO. 398

CITY OF
OREGON CITY

EASTERLY RIGHT-OF-WAY
OF HIGHWAY 213

BEAVERCREEK RD.

S MAPLELANE RD.



TRANSFERED ROAD

LOCATED IN THE SW 1/4 OF
SECTION 04, T. 3 S., R. 2 E., W.M.
CLACKAMAS COUNTY, OREGON

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



05/03/2021

A. REITER

JURISDICTIONAL TRANSFER
S. MAPLELANE CT.
COUNTY ROAD NO. 398

SHEET

1 OF 1



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: 10/20/2021

SUBJECT:

Launching of Destination Ready

STAFF RECOMMENDATION:

Staff requests that the City Commission review the report.

EXECUTIVE SUMMARY:

The Economic Development Department is seeking to revitalize the Oregon City Arts Commission to provide support for the greater Oregon City arts community and to improve cultural tourism opportunities in Oregon City. With this action, the city will be better positioned to support a proliferation of public art in Oregon City and provide space for greater collaboration within the local arts community. This action has been identified as a need by a broad cross-section of the community and dovetails with one of the Department's tourism strategies, the Arts Treasure Trove.

BACKGROUND:

Destination Ready is a long-term marketing campaign as well as a program strategy to help prepare Oregon City's Tourism industry to greet its guests during a period of anticipated reduction of Coronavirus restrictions due to its decreasing spread. It is during this period when guests of Oregon City have decided to stay close to home; feel more relaxed about traveling; appreciate the scope of the welcome that will be communicated by the Oregon City Tourism Industry. The implementation of this strategy represents an ongoing approach to build Oregon City's Tourism Industry.

The success of Destination Ready is based on promoting the community assets which include:

- the historic sites
- its unique topography
- the Willamette and Clackamas Rivers
- Clackamas Park
- Agritourism and Craft Beverages

The goal is to establish an ongoing relationship and familiarity/loyalty status with the Oregon City visitor. To convey the attributes of home, history, and recreation. A place where the visitor can always come back “home” to recalibrate, rejuvenate, and relax. The objectives of the strategy are to:

- Establish Oregon City’s Brand Slogan, Oregon’s Hometown, Welcome Home!
- Implement Promotion Strategy that Highlights City’s Tourism Assets
- Identify and Market to a Targeted Audience
- Create a Coordinated Strategy Among and Between Industry Stakeholders
- Enhance the Community’s Aesthetics
- Implement Promotion Strategy that Highlights City’s Tourism Assets
- Continually Work to Build and Strengthen Oregon City’s Tourism Industry

OPTIONS:

1. Review the Report

BUDGET IMPACT:

Amount: \$680,000

FY(s): FY 2022

Funding Source(s): N/A

DESTINATION READY

TOURISM IMPLEMENTATION STRATEGY
FALL/WINTER 2021



- * James Graham, Economic Development Manager, Oregon City
- * Liz Hannum, Executive Director, Downtown Oregon City Association
- * Victoria Meinig, Chief Executive Officer, Oregon City Chamber

DESTINATION READY

- A coordinated strategy to help prepare Oregon City's Tourism Industry to greet its guests during a period of reduced COVID-19 restrictions.
- A deliberative, on-going strategy to build and expand Oregon City's Tourism Industry.



WELCOME HOME

TOURISM STRATEGIC PLAN



DESTINATION READY - GOAL

To establish an ongoing relationship and following/loyalty status with the Oregon City visitor. To convey the attributes of home, history, and play. A place where the visitor can always come back “home” to recalibrate.



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TOURISM STRATEGIC PLAN



DESTINATION READY - ASSET ASSESSMENT

- Historical Sites
 - Historic Houses and Sites, Museums, Library
- Outdoor Recreation
 - Willamette and Clackamas Rivers, Clackamette Park
 - Trail-Based Recreation
- Agritourism, Wineries, Craft Beverage
 - Local artisan and craft products
- Three unique, interconnected communities in one
 - Downtown (Small Business Boutique Setting)
 - The Mid-Town District (Historical Sites/Community Charm)
 - Hilltop District (Familiar Shopping, Restaurants, Services)



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TOURISM STRATEGIC PLAN



DESTINATION READY - OBJECTIVES

- Establish Oregon City's Brand
- Implement Promotion Strategy that Highlights City's Tourism Assets
- Identify and Market to Targeted Audiences
- Create a Coordinated Network Among Stakeholders
- Enhance the Community's Aesthetics
- Leverage Holidays and Special Events to Increase Visitation
- Continually Strengthen Oregon City's Tourism Industry



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TOURISM STRATEGIC PLAN



DESTINATION READY - TARGET AUDIENCE

- **Individuals in their early 20s and early 30s** - seekers of experiences, especially outdoor recreational opportunities and artisan or craft goods.
- **Families with young children (ages 41-56)** seeking safe and friendly environs with educational, safe and relaxing activities. Special events including those associated with historic assets will be of special interest.
- **Baby Boomers (ages 57-75)** with disposable income seeking a calm, relaxing place to enjoy fine wine tasting, good food, antique shopping, and scenic outdoor tours.

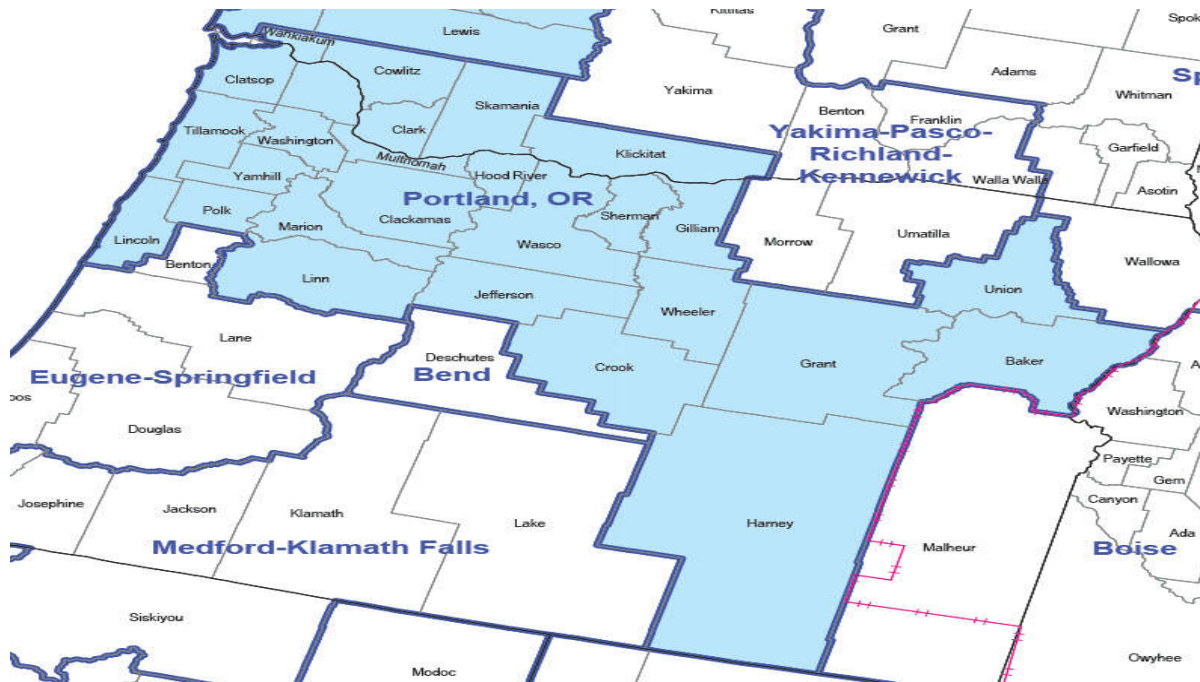


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TOURISM STRATEGIC PLAN



DESTINATION READY MARKET TERRITORY



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TOURISM STRATEGIC PLAN



DESTINATION READY

TV Households.....1,315,470
Market Rank.....21

African American 3.0%
Hispanic 9.4%

DMA Adult Population

Adults 18+.....2,618,133
 Women 18+.....1,339,390
 Men 18+.....1,278,743
Adults 25-54.....1,348,980
 Women 25-54.....675,690
 Men 25-54..... 673,290

PORTLAND, OR TV MARKET OVERVIEW



Source: Nielsen 2020-2021

TOURISM STRATEGIC PLAN



DESTINATION READY - PROMOTION VENUES

- New Travel Oregon City Website (The Front Door)
- Travel Brochures and Maps
- Light Pole Banners
- Facebook
- Instagram
- Twitter
- LinkedIn
- Youtube
- Digital Video
- Lifestyle TV Shows (AM & PM)
- TV Broadcast Commercials
- Highway Billboards
- Target Emails



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TOURISM STRATEGIC PLAN



DESTINATION READY - STRATEGIES I

- Establish an aggressive marketing campaign that promotes Oregon City.
- Work with as many stakeholders as possible to emphasize and solidify the campaign message **"Oregon's Hometown, *Welcome Home!*"**
- Develop a coordinated approach via increased stakeholder collaboration with the City and among stakeholders.
- Enhance the appearance of the community by installing public art streetscape lighting and other infrastructure which enhance the visitor experience.
- Work with stakeholders and other community organizations to develop programming which maximizes the impact of major holidays and occasions.
- Use new programs developed via the Tourism Industry/Information Network to build and strengthen Oregon City's Tourism Industry



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TOURISM STRATEGIC PLAN



DESTINATION READY - STRATEGIES II

ENHANCING THE COMMUNITY'S CURB APPEAL

- Streetscape Lighting
 - Main St.
 - The Arch Bridge
- Murals
- Pedestrian and Bicycle Infrastructure
 - Public restrooms
 - Increased bicycle parking
 - Crosswalk Safety Enhancements
 - Signage and Wayfinding



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TOURISM STRATEGIC PLAN

DESTINATION READY - STRATEGIES III

ENHANCING THE COMMUNITY'S CURB APPEAL

- Building Façade Improvement
 - Main St.
 - The Arch Bridge
- Murals
- Pedestrian and Bicycle Infrastructure
 - Public Restrooms
 - Increased Bicycle Parking
 - Crosswalk Safety Enhancements
 - Signage and Wayfinding



TOURISM STRATEGIC PLAN



DESTINATION READY - STRATEGIES IV

CELEBRATORY EXPERIENCES AND RECREATION OPPORTUNITIES

- Historic Sites (Special Programming)
 - Reenactments, Poetry, Music, Special Displays, Shows
- Outdoor Recreation Experiences
 - Enhancing river access and developing opportunities (boating tours, paddle boarding, kayaking)
- Enhanced Walking and Cycling Trails
- Roof Top Bars/Restaurants
- Craft Beverage Events
- Special Events (10 Holidays and Event Recognitions)



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TOURISM STRATEGIC PLAN



DESTINATION READY - STRATEGIES V

CELEBRATORY EXPERIENCES/EVENT RECOGNITIONS

- Special Events
 - Labor Day
 - National Grandparents Day
 - Halloween
 - Veterans Day
 - Thanksgiving & Christmas
 - Black Friday
 - Small Business Saturday
 - Cyber Monday
 - Christmas Eve
 - New Year's Eve



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TOURISM STRATEGIC PLAN



DESTINATION READY - PROGRAMS

DESTINATION READY MARKETING CAMPAIGN

Long-term Promotion of Oregon City's Assets and Potential

THE CONCIERGE INSTITUTE

Provides Training and Technical Assistance

COMMUNITY SHOWCASE

Promotes Community Engagement with the City's Tourism Industry

THE ARTS TREASURE TROVE

Offers Public Display of Various Art to Establish Community Identity

DESTINATION DEVELOPMENT

Encourages Growth of New Investment in Tourism

OREGON CITY TOURISM NETWORK

Encourages Growth of New Investment in Tourism



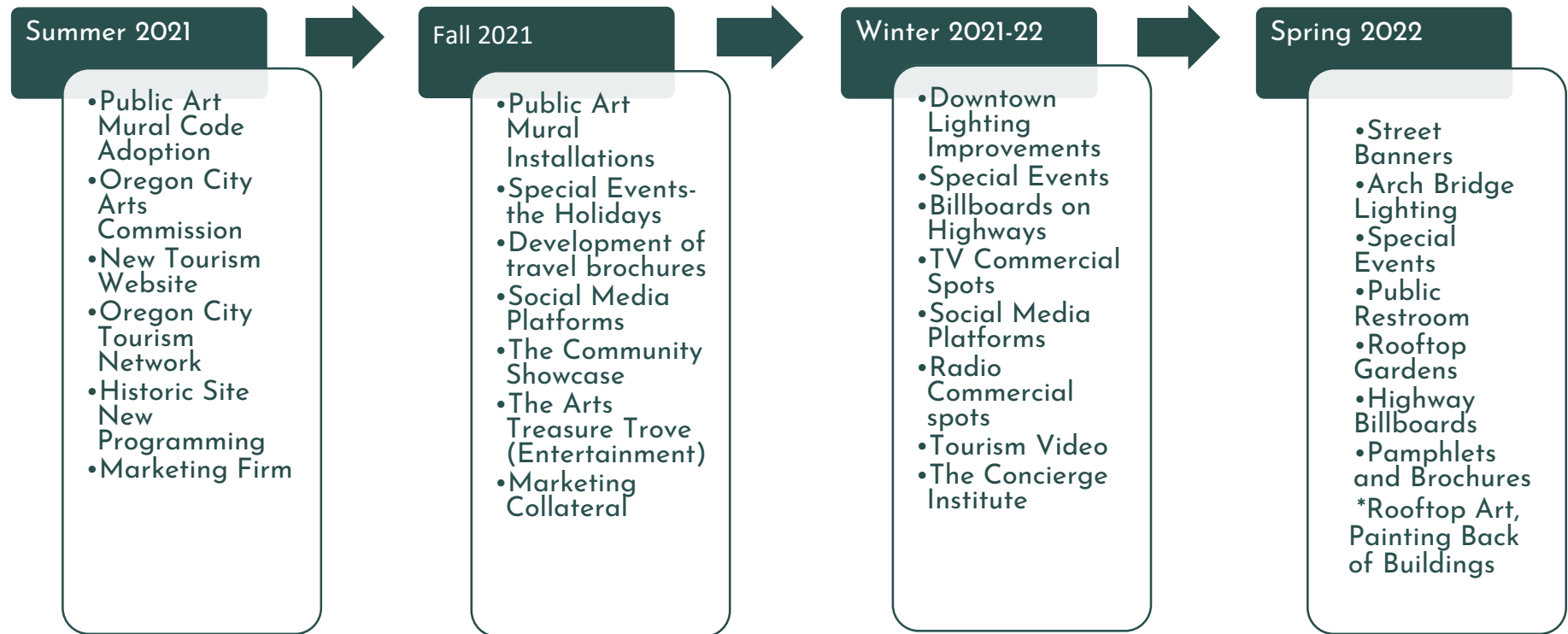
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TOURISM STRATEGIC PLAN



DESTINATION READY

Project Initiatives and Marketing Activity Timelines



TOURISM STRATEGIC PLAN

DESTINATION READY

TOURISM IMPLEMENTATION STRATEGY
FALL/WINTER 2021

QUESTIONS



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 10/20/2021

SUBJECT:

Oregon City Emergency Operations Manual

STAFF RECOMMENDATION:

Informational Purposes Only

BACKGROUND:

The Oregon City Emergency Operations Plan (EOP) is due for renewal by the end of December 2021. Due to the recent wildfires and ice storm, the Clackamas County EOP update is delayed and as of October 2021, was about 90% complete. Oregon City Staff plan on delaying the update and approval of the Oregon City EOP to ensure the plan is consistent with changes in the County plan as necessary. Oregon City Staff are in the process of updating the manual and will bring the plan to the Commission for approval, with a targeted completion date of July 1, 2022.