



CITY OF OREGON CITY

URBAN RENEWAL COMMISSION

AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, October 06, 2021 at 6:00 PM

Ways to participate in this public meeting:

- *Attend in person, location listed above, and masks are required.*
- *Register to provide electronic testimony (email recorderteam@orcity.org or call 503-496-1505 by 3 p.m. on the day of the meeting to register).*
- *Email recorderteam@orcity.org (deadline to submit written testimony via email is 3 p.m. on the day of the meeting).*
- *Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045.*

CALL TO ORDER

ROLL CALL

CITIZEN COMMENTS

DISCUSSION ITEM

1. Third Amendment to Purchase and Sale Agreement (922 Main Street)
2. North End Wetlands Cleanup
3. Minutes of the July 7, 2021 Urban Renewal Commission Meeting
4. Minutes of the July 21, 2021 Urban Renewal Commission Meeting
5. Minutes of the August 16, 2021 Urban Renewal Commission Retreat

COMMUNICATIONS

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.



CITY OF OREGON CITY

Staff Report

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

To: Urban Renewal Commission
From: Executive Director, Tony Konkol

Agenda Date: 10/6/2021

SUBJECT:

Third Amendment to Purchase and Sale Agreement (922 Main Street)

STAFF RECOMMENDATION:

Approve the Third Amendment to the Purchase and Sale Agreement and require an additional \$10,000 of earnest money deposit bringing the total to \$15,000.

EXECUTIVE SUMMARY:

During its meeting on June 16, 2021, the Urban Renewal Commission unanimously voted to extend the existing PSA dated June 21, 2017. The expiration date was decided to be October 30, 2021, with no modifications to the existing PSA.

BACKGROUND:

On May 31, 2017, Willamette Stone, LLC proposed a Purchase and Sale Agreement ("PSA") with the Urban Renewal Commission. The Commission agreed to sell 922 Main Street for a purchase price of \$110,000. The developer provided \$5,000 in earnest money.

During the Urban Renewal Commission Meeting held on September 16, 2020, the developer proposed to remove the residential component in favor of constructing a building that only contained retail and office space due to the lack of a quiet zone.

After much deliberation regarding the changing market relative to commercial, retail and office space as well as the pending discussion about Urban Renewal and other market transitions, the Urban Renewal Commission voted unanimously to extend the existing PSA dated June 21, 2017. It was agreed that the First Amendment to the existing PSA would expire on July 30, 2021, with no modifications to the existing PSA.

In another proposal presented on June 16, 2021, the developer proposed having residential only on the third floor of the building. The rest of the building would be reserved for office and/or retail space.

After discussions with a potential tenant, the developer is presenting a Third Amendment to the existing PSA whereby it is proposing to construct a build-to-suite project belonging to a single tenant. The first floor is to be constructed to accommodate a brewery operation with a tasting room and retail sales area. The second floor will consist of a restaurant belonging to the same potential tenant. The third floor would consist of a roof top deck with a roof top garden belonging to the same proposed tenant.

OPTIONS:

1. Approve the Third Amendment to the existing Purchase and Sale Agreement contingent upon producing a fully executed lease agreement from the potential tenant.
2. Cancel the existing PSA

BUDGET IMPACT:

Amount: \$15,000

FY(s): FY 2022

Funding Source(s): Willamette Stone, LLC

**THIRD AMENDMENT
TO
PURCHASE AND SALE AGREEMENT**

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (the “**Third Amendment**”), dated as of October __, 2021, is made by and OREGON CITY URBAN RENEWAL AGENCY, the duly designated Urban Renewal Agency of the City of Oregon City (“**Seller**”), and WILLAMETTE STONE, LLC (“**Purchaser**”), with reference to the following:

WHEREAS, Purchaser (as successor-in-interest to Willamette Stone Partners, LLC) and Seller are parties to that certain Purchase and Sale Agreement dated as of June 21, 2017, as amended prior to the date hereof (as amended the “**PSA**”);

WHEREAS, Seller, and Seller’s Urban Renewal Commission (URC) met October 6, 2021 to review and vote on a proposal presented by Purchaser to redesign and develop the Project as a mixed-use commercial building with restaurant/food and beverage space. Subsequently the URC voted to extend the existing PSA until May 31, 2023; and

WHEREAS, Seller and Purchaser have agreed to enter into this Third Amendment to set forth their agreement regarding the matters set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree to the following:

1. Terms. All initially capitalized terms which are used in this Third Amendment, but not otherwise defined herein, shall have the same meanings as ascribed thereto in the PSA.
2. Site Approval Period. The Site Approval Period is hereby extended to expire on April 30, 2023.
3. Earnest Money Deposit. Paragraph 1.2.1 of the original PSA required Purchaser to deposit \$5,000 in earnest money to an escrow account. In consideration of the extension contained in this Third Amendment to the PSA, Purchaser shall, within 5 days of execution of this Third Amendment, deposit an additional \$10,000 in earnest money, for a total of \$15,000, into the same escrow account as the initial earnest money deposit.
4. Purchase and Sale Agreement Ratified. In all other respects, except as otherwise provided by this Third Amendment, the undersigned hereby ratify and confirm the PSA which remains in full force and effect.
5. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original and all of said counterparts shall constitute but one and the same instrument. Signatures delivered via facsimile or other electronic means shall be accepted as if original.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned hereby execute this Third Amendment to be effective as of October ___, 2021.

SELLER:

OREGON CITY URBAN RENEWAL AGENCY,
the duly designated Urban Renewal Agency of the City of Oregon City

By:_____

Name:

Title:

Date:_____

PURCHASER:

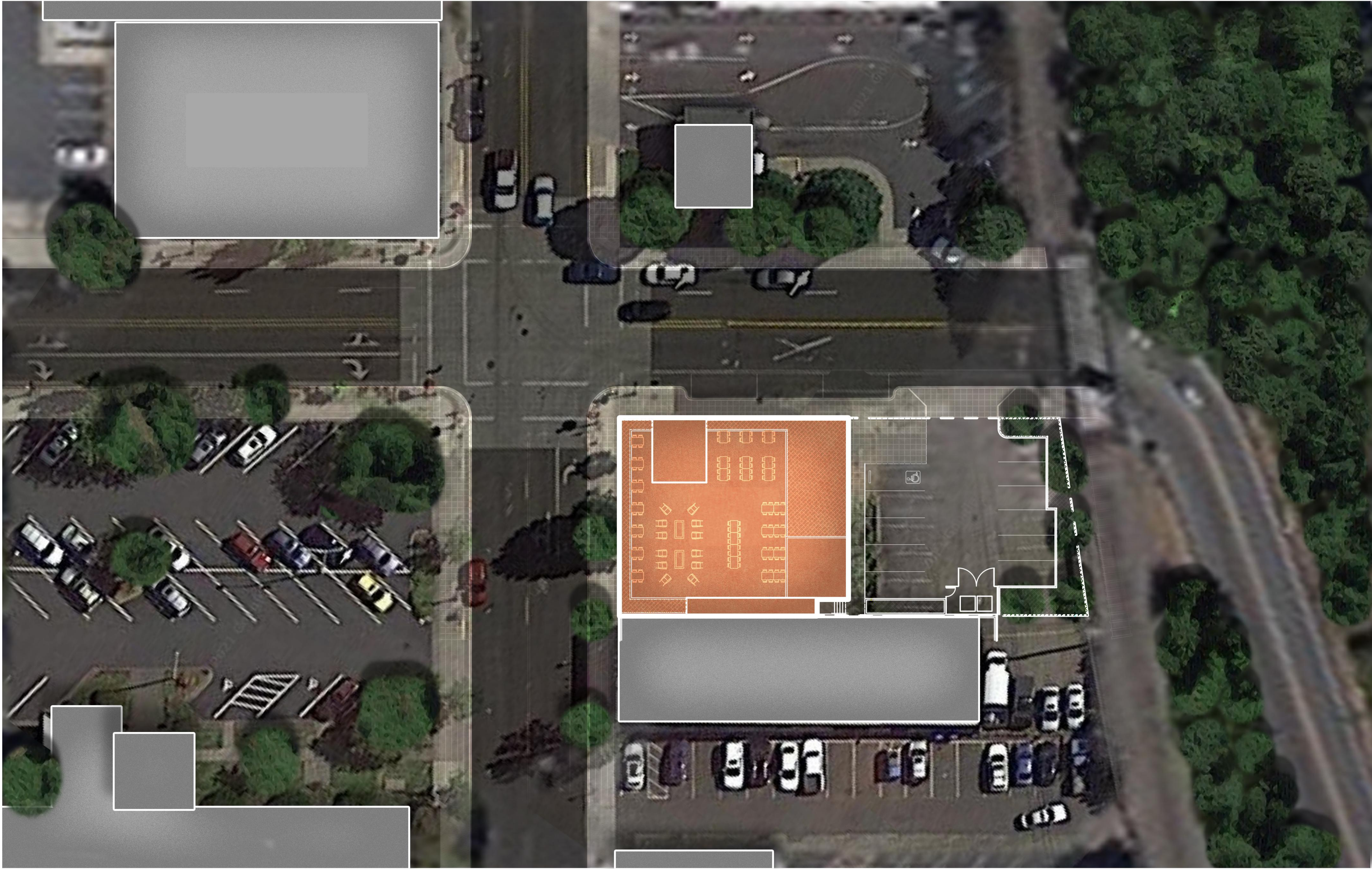
WILLAMETTE STONE, LLC

By:_____

Name:

Title:

Date:_____



FIRST FLOOR PLAN

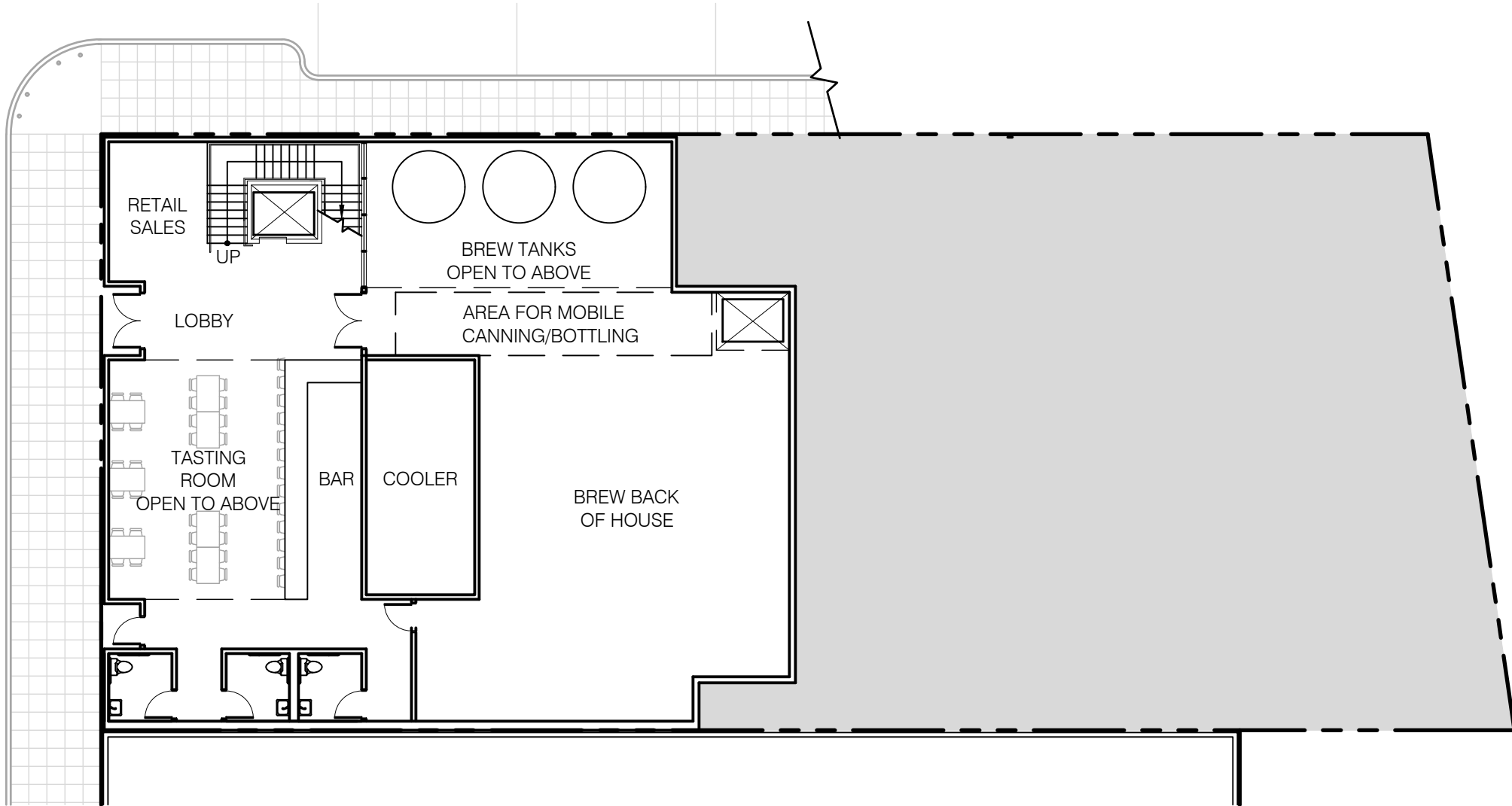
1/16" = 1'-0"



FIRST FLOOR:
4500 SF
40 SEATS

MAIN STREET

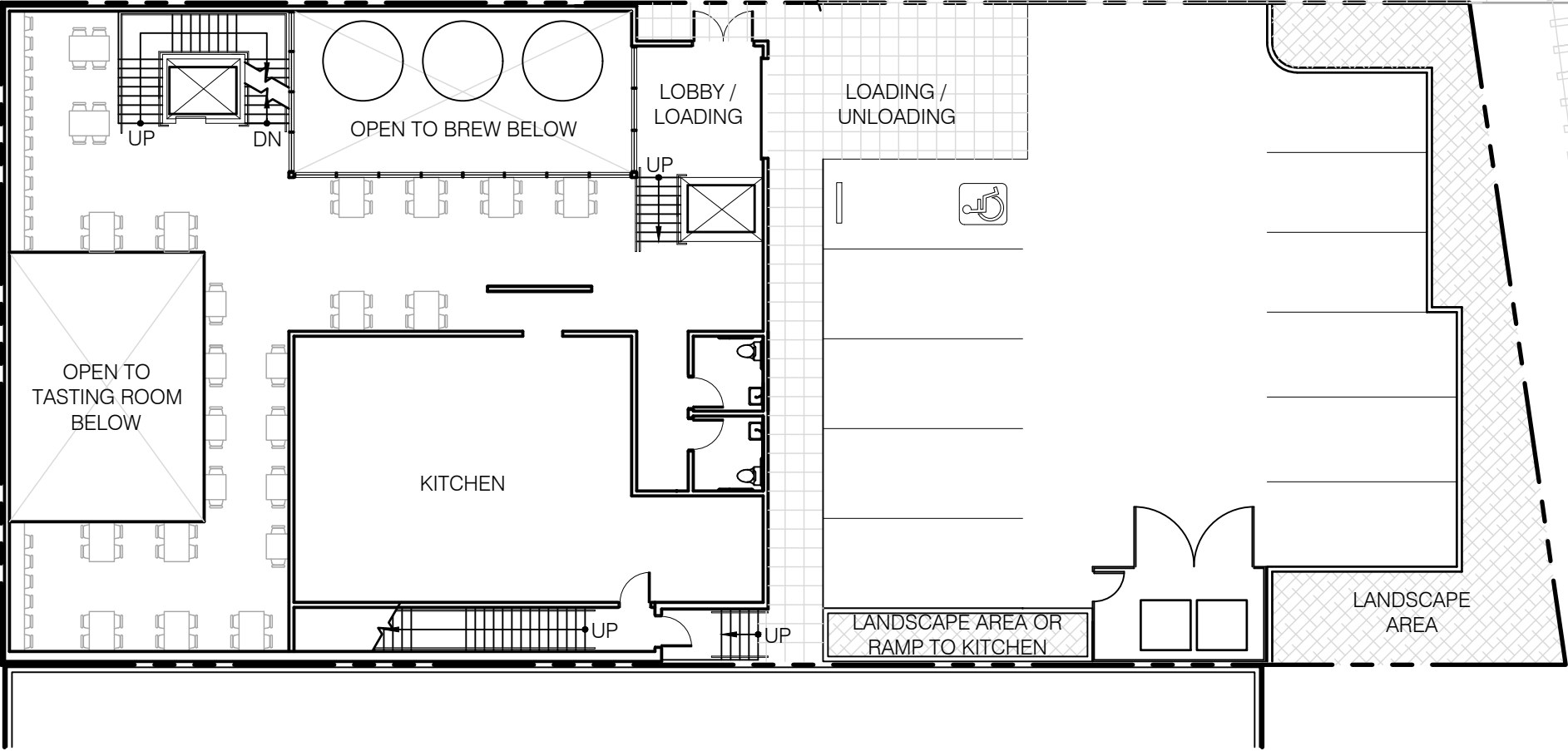
10TH STREET



SK-02

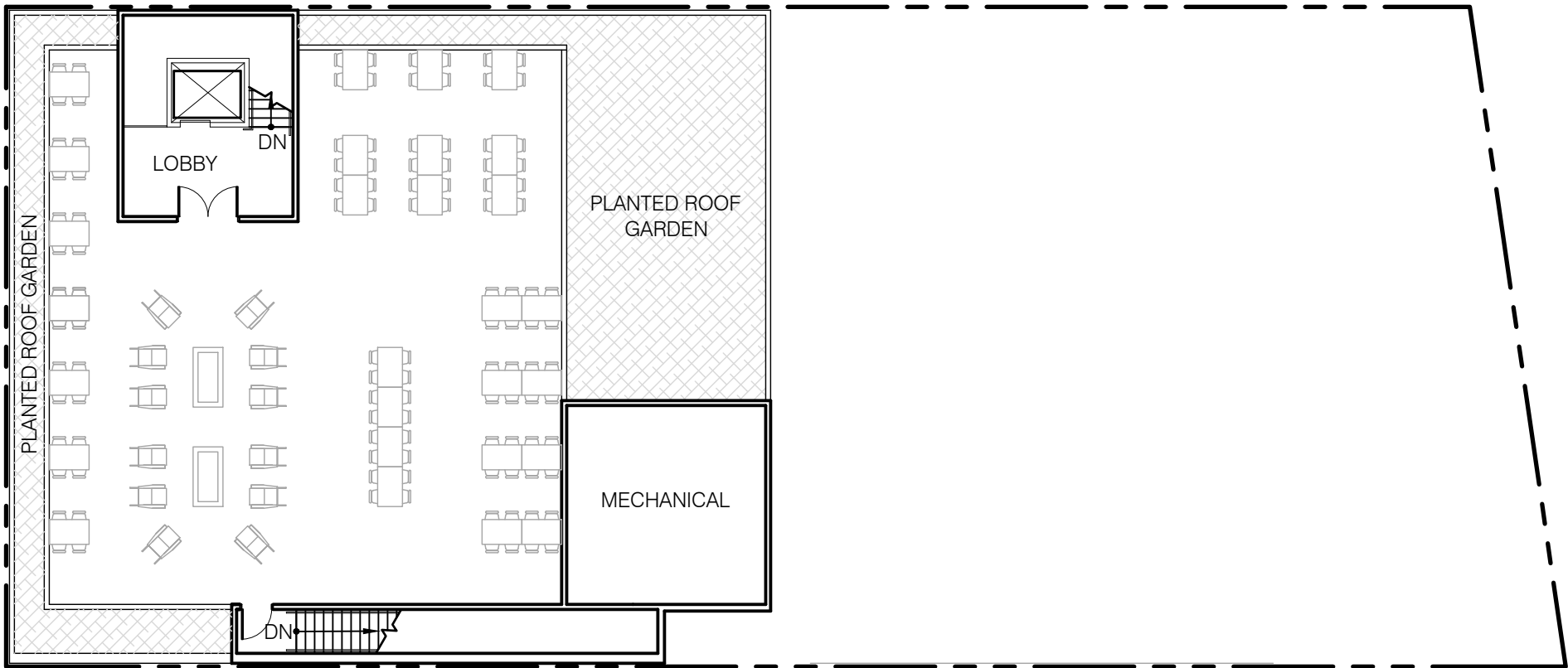


SECOND FLOOR:
3640 SF
98 SEATS



ROOF DECK FLOOR PLAN

1/16" = 1'-0"



ROOF DECK:
2560 SF EXTERIOR
124 SEATS



Zoning Code Summary

922 Main St. Oregon City, OR 97045

City Property report: <https://www.dropbox.com/s/xfbswdnnztz11b9/922%20Report-2021-09-08.pdf?dl=0>



Property Information	
Jurisdiction	Clackamas County / Oregon City
Zoning	MUD – Mixed Use Downtown District
District Overlays	Geologic Hazards Overlay District
Property ID	2-2E-31AB-03200
Current Use	Vacant Lot
County	Clackamas
Total Land Area	9,583 square ft. (.2 acres)
Surrounding Uses	North, West: Commercial Northeast: Commercial Southeast: Railroad Tracks/ ROW Southwest: Commercial
Notable Site Features	~8ft of cross slope

Topographic Map

922 Main St. Oregon City, OR 97045



Geological Hazard Map



General

922 Main St. Oregon City, OR 97045

17.34.010 Designated – Characteristics of the MUD Zone

The mixed-use downtown (MUD) district is designed to apply within the traditional downtown core along Main Street and includes the "north-end" area, generally between 5th Street and Abernethy Street, and some of the area bordering McLoughlin Boulevard. Land uses are characterized by high-volume establishments constructed at the human scale such as retail, service, office, multi-family residential, lodging or similar as defined by the community development director. **A mix of high-density residential, office and retail uses are encouraged in this district, with retail and service uses on the ground floor and office and residential uses on the upper floors.** The emphasis is on those uses that encourage pedestrian and transit use.

Use Regulations**17.34.020 – Permitted Uses**

A. Permitted uses in the MUD district are defined as: Any use permitted in the mixed – use corridor without a size limitation, unless otherwise restricted in Sections 17.34.020 or 17.34.040

The following Uses are permitted within the MUD zone: *Restaurants, eating and drinking establishments without a drive-through* B. **Live/work units**

Development Standards

Summary of Development Standards for Mixed-Use Buildings within the Downtown Design District		
Setback Requirements	Standards	Municipal Code Section
Minimum Lot Area	No limit	17.34.070
Minimum Floor Area Ratio	0.5	
Minimum Building Height	25' or Two stories	
Maximum Building Height	58' from average grade (Approximately 64' above main street)	
Minimum Setbacks if not abutting a residential zone	None	
Maximum Allowed Setbacks	Front Yard: 10' Interior Side Yard: No Maximum Corner Side yard abutting street: 10' Rear yard: No Maximum Rear yard abutting street: 10'	
Maximum Site Coverage of the building and parking lot	95%	
Minimum Landscape Requirement	5% including parking lot	17.52.030
Land Use Automobile Parking Requirements	<i>Retail/Shopping/Restaurants: 4.10/1000sf</i> <i>Office: 2.70/1000sf</i> <i>Manufacturing, wholesale establishment 1.60/1000sf</i> <i>Ground floor brewery: 4500sf x 1.6/100sf = 7.2 spaces</i> <i>Second floor restaurant: 3640SF x 4.1/100sf=14.9 spaces</i> <i>22 Parking spaces less 50% less 10% reduction = 10 parking spaces = 10 Parking space required.</i> Reductions: <i>Downtown Parking Overlay District: Fifty percent reduction in the minimum number of spaces required is allowed prior to seeking further reductions</i> The minimum required number of stalls may be reduced by up to ten percent when the subject property is adjacent to an existing or planned fixed public transit route or within one thousand feet of an existing or planned transit stop. <i>Requested parking variances available but not necessarily used to meet min. parking standard. Development Director approval required.</i> <i>All spaces on site to be compact</i>	

		- Count off site parking -Within 300' of the site. 35 spaces -Between 300-600' from the site 56 spaces - Total allowable parking increase 29 spaces. - Parking study required to confirm				
Land Use Bicycle Parking Requirements		1 per 20 auto spaces (minimum of 2)				17.52.040
Site Frontage on Sites with 100' or more of frontage		at least 60% of the site frontage width shall be occupied by buildings placed within five feet of the property line. For sites with less than one hundred feet of street frontage, at least fifty percent				17.62.055
Variation in Massing		Street facing facades greater than 120' in length: modulation is required which extends through all floors. Decks and roof overhangs may encroach up to 3' per side into the modulation. The modulation shall meet one of the following dimensional requirements: 1. A minimum depth of two percent of the length of the façade and a minimum width of thirty percent of the length of the façade; or 2. A minimum depth of four percent of the length of the façade and a minimum width of twenty percent of the length of the façade				17.62.055
Building Design Elements		All front and side facades shall provide a design element or architectural feature that add interest and detail such that there are no blank walls of thirty feet in length or more, measured horizontally. Features that can meet this requirement include: a) Change in building material or texture b) Window or door c) Balcony d) Pillar or post For every 30' of façade length , three of the following elements are required: a) Decorative materials on more than ten percent of the total wall area (e.g., brick or stonework, shingles, wainscoting, ornamentation, and similar features) b) Decorative cornice and/or roof line (e.g., for flat roofs) c) Roof gable d) Recessed entry e) Covered canopy entry f) Cupola or tower g) Dormer h) Balcony i) Pillars or posts j) Repeating pattern of building materials k) A change in plane of at least two feet in width and six inches in depth l) Bay or oriel window m) An alternative feature providing visual relief and detail as approved by the Community Development Director				17.62.055
Windows	Use:	Ground Floor: Front and Street Facades	Upper Floor: Front and Street Facades	Ground Floor: Side Facades	Upper Floor: Side Facades	Table 17.62.055.J
	Non-Multi-Family Portions:	60%	10%	30%	10%	
	Reflective, Glazed, mirrored.	Limited to 10% of the lineal footage of				

	or tinted glass	windows on the street facing facade. Highly reflective or glare-producing glass with a reflective factor of one-quarter or greater is prohibited on all building facades. Any glazing materials shall have a maximum fifteen percent outside visual light reflectivity value. No exception shall be made for reflective glass styles that appear transparent when internally illuminated.	17.62.055
	False windows	Side walls that face walkways may include false windows and door openings only when actual doors and windows are not feasible because of the nature of the use of the interior use of the building. False windows located within 20' of a right-of-way shall be utilized as display windows with a minimum display depth of thirty-six inches	
Roofline		Maximum length of any continuous roofline on a street-facing façade without a cross gable or change in height of at least 2': 75'	17.62.055
Refuse and Recycling		All new development shall include a refuse and recycling enclosure. The area(s) shall be: a) Fully enclosed and visually screened; b) Located in a manner easily and safely accessible by collection vehicles; c) Located in a manner so as not to hinder travel lanes, walkways, streets or adjacent properties; d) On a level, hard surface designed to discharge surface water runoff and avoid ponding; e) Maintained by the property owner; f) Used only for purposes of storing solid waste and recyclable materials; g) Designed in accordance with applicable sections of the Oregon City Municipal Code (including OCMC 8.20—Solid Waste Collection and Disposal) and city adopted policies.	17.62.085

922 Main Street - PSA Closing Timeline

Item	Date	Days	Notes
PSA Execution Date	7/21/2017		Acknowledgement
Due Diligence Period Expiration	11/18/2017	120	Exhibit B, Section 1.A
Site Approval Period Expiration	11/2/2020	1080	Exhibit B, Section 1.B
Closing Date	12/2/2020	30	Exhibit C, Section 3.A
1st Extended Site Approval Period	7/30/2021	270	1st Amendment to PS
2nd Extended Site Approval Period	10/31/2021	93	2nd Amendment to P
3rd Extended Site Approval Period	4/30/2023	546	18 month extension pe
Adjusted Closing Date	5/30/2023	30	Exhibit C, Section 3.A

922 Main Street Land Use Milestones

	Start	End	
Project kickoff	Oct-21	Nov-21	<i>May be sooner if comm</i>
Entitlements	Nov-21	Jun-22	7.25 months
Construction drawings	Jun-22	Aug-22	2 months
Permitting	Aug-22	Nov-22	3 months
Timeline contingency		Apr-23	<i>5 months added for an</i>

SA	
SA (Oct 21)	3.1
period	18.0

mission approves prior to end of PSA extension

y unanticipated delays outside of WS control



CITY OF OREGON CITY

Staff Report

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

To: Urban Renewal Commission
From: Executive Director, Tony Konkol

Agenda Date: 10/6/2021

SUBJECT:

North End Wetlands Cleanup

STAFF RECOMMENDATION:

Staff recommends that the Urban Renewal Commission review and accept Rivers of Life Center's Project Close-Out Report on the North End Wetlands Area Cleanup Project.

EXECUTIVE SUMMARY:

Approximately 13 acres of Urban Renewal property was being negatively impacted by illegal dumping of debris; existence of several broken fence lines, camping of homeless individuals and destruction of habitat. The Rivers of Life Center has received significant funding to perform work, for the "public benefit." On July 21, 2021, The Urban Renewal Commission entered into an Agreement with Rivers of Life Center to cleanup the North End Wetlands Area within the District.

BACKGROUND:

Rivers of Life Center and its Youth Environmental Services Crew have received significant funding from the Oregon Youth Corp to perform work for the "public benefit." The organization was asked to assist the Urban Renewal Commission with cleaning up its property (13 acres) situated in the North End of the District. The Rivers of Life Center agreed to conduct the work associated with this project at very little cost to the Urban Renewal Commission.

The project required approved access to the Urban Renewal-owned property impacted; a contractual agreement detailing the scope of work; and general liability insurance coverage naming the Urban Renewal Commission as an insured party. Rivers of Life Center stated that it trained and employed Oregon City youth residents to perform the work.

The proposed scope of work for this project included general cleanup, debris removal and re-securing the fence lines. The Rivers of Life Center finished the work on August 30th 2021.

OPTIONS:

1. Accept the Project Close-Out Report

BUDGET IMPACT:

Amount: 0

FY(s): 2021/2022

Funding Source(s): Rivers of Life Center

URBAN RENEWAL COMMISSION PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the Urban Renewal Commission of Oregon City ("URC") and Rivers of Life Center ("Consultant").

RECITALS

A. URC 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 URC requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from **August 1, 2021, until August 31, 2021**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice URC'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. Total compensation for services provided shall be \$1.00.

3. Scope of Services. Consultant will conduct the work associated with this agreement within the area as depicted in Exhibit C. Consultant's services under this Agreement shall consist of the following services:

- a. General Cleanup
- b. Debris Removal
- c. Re-secure Fencing

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 herein and, where applicable, the Standard Conditions to URC's 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, 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. Bills and invoices may be sent by e-mail or United States mail.

To the Urban Renewal Commission:

Urban Renewal Commission
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: Executive Director

To Consultant:

Rivers of Life Center
P.O. Box 124
West Linn, OR 97068
Attention: President

Consultant shall be responsible for providing the URC 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 21st day of July, 2021.

Urban Renewal Commission

Rivers of Life Centers

By:

Anthony J. Konkol III
Anthony J. Konkol, III

Title: Executive Director

DATED:

July 21, 2021

By:

James N. Graham
James N. Graham

Title: Economic Development Manager

By:

Jerry Herrmann
Jerry Herrmann

Title: President

DATED:

29 Aug 21, 2021

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

Item #2.

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 in this Agreement, 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, email, 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 the 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 #2.

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 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 Contractor under this Agreement and, unless Contractor is subject to back-up withholding, the 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 the 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, 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 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 the City. The City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the 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.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item #2.

Contractor 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, 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 \$2,000,000 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.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item #2.

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 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.

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

Item #2.

(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.

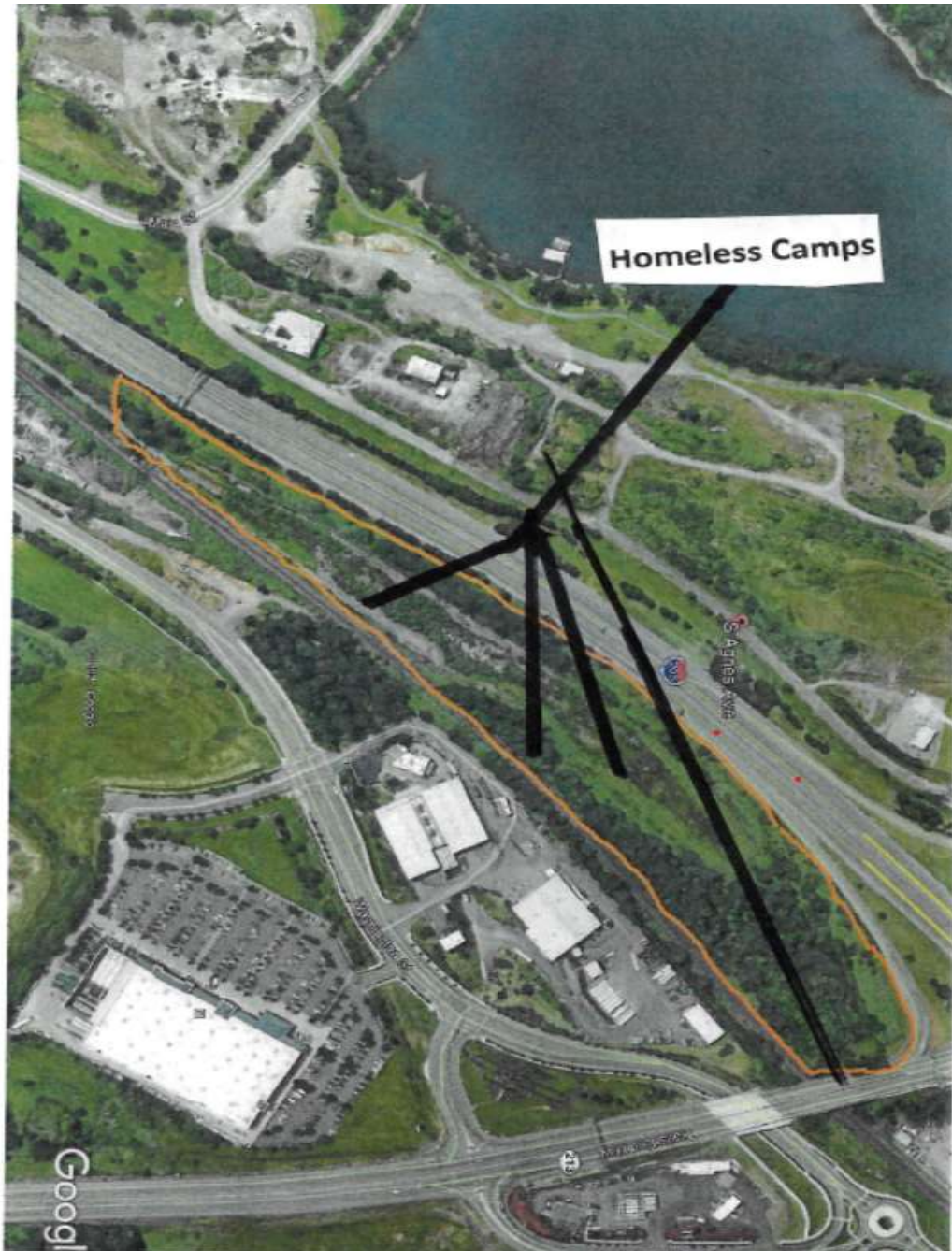
(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

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.

EXHIBIT C: MAP AREA



North End District and Washington Street Gateway Cleanup



Messy, Messy, Messy

Summary of Challenges

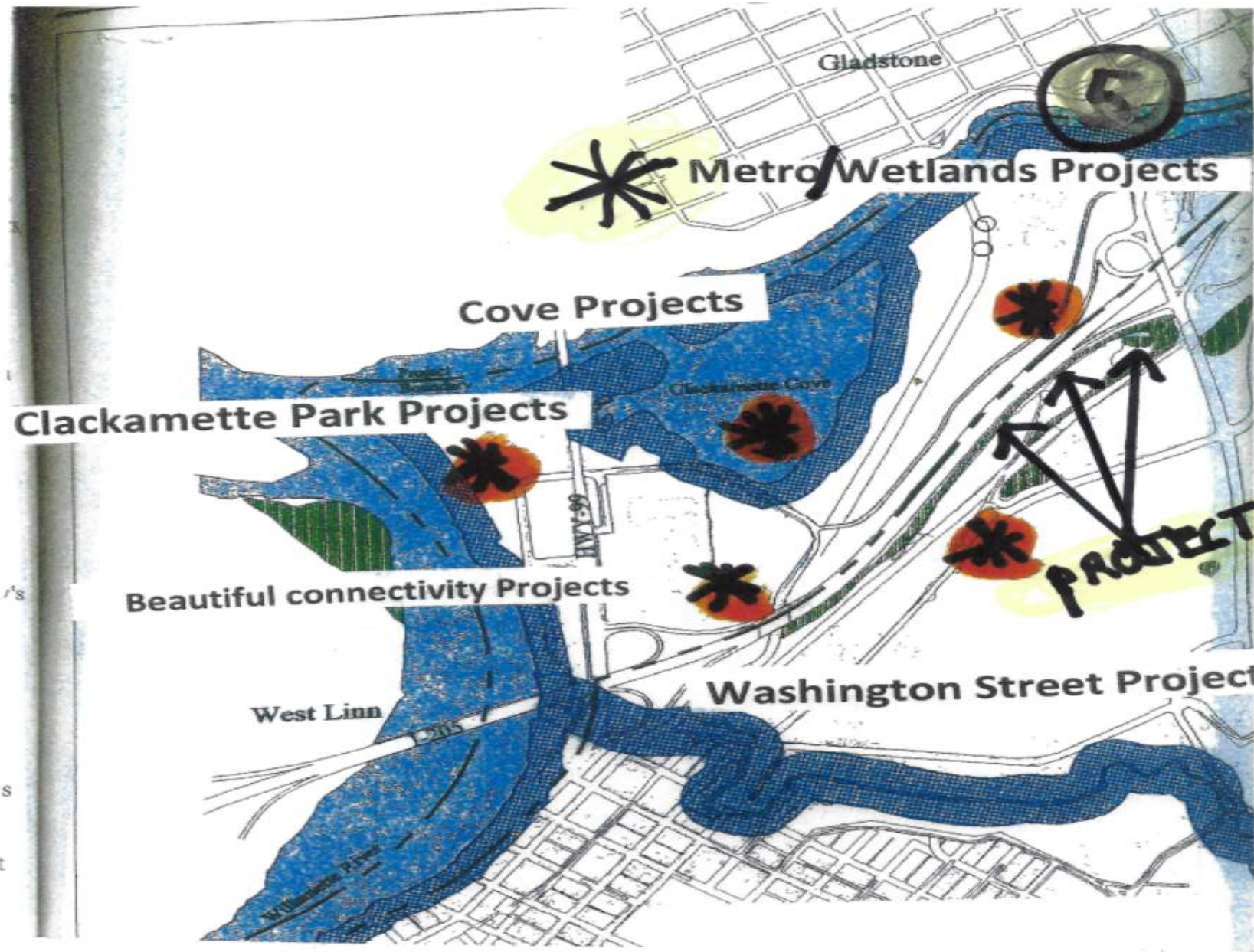
- **Mayor Rachel asked for help**
- **Homeless camps and garbage impacted area**
- **Union Pacific debris blocked access**
- **Drug Paraphernalia was everywhere**
- **Natural Resource areas affected**



Project

Area

- 13 Acre Oregon City Wetlands
- Federal Permit Area
- 4 Acre Metro Gateway Ponds
- Old 82nd Street



North End District

What We Did

- **Involved 30 total youth**
- **Added volunteers from Park Place and McLaughlin**
- **Picked up 15 tons of waste**
- **Disposed of 300+ needles**
- **Identified 12 breaches of fence**
- **Cleared 1000 ft. access areas for police**
- **300 service hours worth \$7000**

Volunteers and Workers at work Pictures



Debris, illegal dumping and railroad track messes Picture



Natural Resource Values

- 13 Acres connect from metro wetland to Clackamette Cove
- Major die-off of Evergreens has occurred in federal project
- Opportunities now to restore losses and build for future
- North End District Yes but Washington Street Gateway now



CITY OF OREGON CITY URBAN RENEWAL COMMISSION DRAFT MINUTES

Virtual Meeting
Wednesday, July 07, 2021 at 6:00 PM

VIRTUAL MEETING OF THE URBAN RENEWAL COMMISSION

CALL TO ORDER

Chair Denyse McGriff called the meeting to at 6:02 PM.

ROLL CALL

PRESENT: 7 - Commissioner Denyse McGriff, Commissioner Shawn Cross, Commissioner Rachel Lyles Smith, Commissioner Adam Marl, Commissioner Doug Neeley, Commissioner Frank O'Donnell, and Commissioner Rocky Smith, Jr.

STAFFERS: 4 - City Manager Tony Konkol, City Recorder Kattie Riggs, Economic Development Manager James Graham, and Finance Director Matt Zook

CITIZEN COMMENTS

Betty Mumm, resident of Oregon City, thought the Urban Renewal Commission needed to have an election for the Chair separate from the Urban Renewal Budget Committee. She also thought the Commission should hold a retreat.

Chair McGriff explained the Urban Renewal Commission had elected Chair McGriff as Chair separately from the Urban Renewal Budget Committee Chair.

DISCUSSION ITEM

1. Urban Renewal District Draft Vision Statement and Framework for Decision-Making

James Graham, Economic Development Manager, discussed the vision statement background information. Staff was asked to develop a draft vision statement to spur conversation which was provided for this meeting.

Commissioner Smith thought the draft vision statement document was lacking in consideration of the many important projects and how they all relate to the future of the city, especially in the area of tourism.

Commissioner Smith and Commissioner Neeley felt the Urban Renewal Commission should hold a separate retreat to work on the draft vision statement. Chair McGriff and Commissioner Lyles Smith felt the OC2040 work should be utilized in composing the Vision Statement. Chair McGriff liked the three core goals and added an additional item titled "tourism opportunities." There was consensus to hold a retreat.

Commissioner Lyles Smith felt the items provided were more goals than a vision statement. She stated some basic changes to the one sentence statements regarding the goals. Commissioner Lyles Smith had ideas to add to the section regarding livability in the downtown area.

Chair McGriff did not want to be so specific with the goal items and call out specific projects, but use a more generic statement.

Commissioner Neeley felt the Riverwalk project should be included in the draft vision statement.

Commissioner O'Donnell felt the environmental concerns of Clackamette Cove need to be addressed before recreational businesses could be established.

Chair McGriff would like to see an emphasis on living-wage job creation tied to any significant project. Commissioner O'Donnell wanted to be broader when including industries, so that it includes opportunities that have not settled in Oregon City yet.

Commissioner Lyles Smith felt the Commission should look at zoning within the Urban Renewal District area and what the allowable uses are. Commissioner Lyles Smith felt the language regarding living wages needed to be changed to provide a range of incomes and not focus solely on professional jobs.

Nick Veroske, resident of Portland, Oregon, provided comment on the draft vision statement document and felt the document was very adequate as well as expressed support of a potential urban renewal project at the former Rossman Landfill site.

2. Minutes of the June 1, 2021 Urban Renewal Commission Meeting

3. Minutes of the June 2, 2021 Urban Renewal Commission Meeting

Motion made by Commissioner Neeley, seconded by Commissioner Smith, Jr., to approve the meeting minutes of June 1, 2021 and June 2, 2021. The motion carried with the following vote:

Yea: 7 - Commissioner McGriff, Commissioner Cross, Commissioner Smith, Commissioner Marl, Commissioner Neeley, Commissioner O'Donnell, and Commissioner Smith, Jr.

COMMUNICATIONS

There were no communications.

ADJOURNMENT

Chair McGriff adjourned the meeting at 6:57 PM.

Respectfully submitted,

Jakob Wiley, Assistant City Recorder



CITY OF OREGON CITY

URBAN RENEWAL COMMISSION

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, July 21, 2021 at 6:00 PM

REGULAR MEETING OF THE URBAN RENEWAL COMMISSION

CALL TO ORDER

Chair Denyse McGriff called the meeting to order at 6:01 PM.

ROLL CALL

PRESENT: 6 - Commissioner Denyse McGriff, Commissioner Shawn Cross, Commissioner Rachel Lyles Smith, Commissioner Doug Neeley, Commissioner Frank O'Donnell, and Commissioner Rocky Smith, Jr.

ABSENT: 1 - Commissioner Adam Marl

STAFFERS: 4 - City Manager Tony Konkol, City Recorder Kattie Riggs, Assistant City Recorder Jakob Wiley, Public Works Director John Lewis, and Economic Development Manager James Graham.

CITIZEN COMMENTS

There were no citizen comments.

DISCUSSION ITEM

1. Personal Services Agreement with Rivers of Life Center to Provide General Cleanup at the North End Wetlands Near The Cove

James Graham, Economic Development Manager, discussed the personal services agreement and the scope of services for the contract to clean up the area near Clackamette Cove. Mr. Graham discussed that the cost for the contract is minimal for the City.

Commissioner Lyles Smith discussed trash debris located in near the Metro Station and her work with coordinating the clean up effort.

Jerry Herman, citizen of Gladstone, Oregon, provided a public comment concerning mowing in the wetland areas and issues with homeless people living in the area. Chair McGriff asked Mr. Herman a few questions regarding fencing and hazardous materials in the area. Commissioner O'Donnell asked about insurance coverage for volunteers.

Motion made by Commissioner Smith, seconded by Commissioner Smith, Jr., to approve the personal services agreement with Rivers of Life Center. The motion carried by the following vote:

Voting Yea: Commissioner McGriff, Commissioner Cross, Commissioner Smith, Commissioner Neeley, Commissioner O'Donnell, and Commissioner Smith, Jr.

2. Vision Statement and Framework for Decision-Making

Mr. Graham provided the staff report regarding the draft vision statement and associated costs borne by the applicant. Commissioner Lyles Smith asked about application fees and Mr. Graham noted that the City does not require an application fee. Commissioner McGriff asked about the information that would be gathered for applicants.

Chair McGriff asked about how much financial information is requested as part of the application process. Commissioner O'Donnell agreed that additional information should be requested.

Commissioner Lyles Smith expressed concerns that some of the edits were not included that were provided by the Commissioners. Mr. Graham noted that not all of the changes were included in the draft included with the agenda. Tony Konkol, City Manager, discussed that further work on these documents will be completed at the upcoming visioning retreat on August 16, 2021.

3. Vision Statement Development Resources

Mr. Graham noted that the item is a review of the older documents. Commissioner Smith suggested adding reference to the tourism plans in the vision statement.

COMMUNICATIONS

4. Discussions with RestorCap Concerning the Cove Mitigation and Restoration and an Update on the Expired Cove Dredging Permit

Mr. Konkol discussed the item and allowing the dredge permit from 2001 to lapse. Mr. Konkol discussed the rationale in allowing the permit to lapse. Mr. Konkol discussed the contract with Leland Consulting.

Commissioner O'Donnell expressed frustration with allowing the permit to lapse. John Lewis, Public Works Director, discussed that the permit cost was minimal, but had become outdated since its original purpose to allow access for marine patrol.

Mr. Konkol discussed the growth of the gravel bar in the Clackamas River. Mr. Konkol discussed the costs associated with the dredge, the history of the Urban Renewal Commission and financial issues that hindered the project.

Commissioner O'Donnell asked if the permit can be restored, since it could be used to improve water quality using tidal action. The gravel bar prevents water flow into and out of Clackamette Cove.

Commissioner McGriff asked if there was consensus to pursue restoring the dredge permit. The Commissioners expressed their support and provided direction to staff to investigate restoring or renewing the dredging permit.

Mr. Herman provided further public comment and discussed the history of the site and federal jurisdiction issues. Mr. Herman indicated that two feet of channel maintenance might be enough to improve water quality in Clackamette Cove.

Mr. Konkol discussed that RestorCap had suggested that dredging might not be the best approach to restoring the water quality in the Clackamette Cove since it will require repeated maintenance into the future. This continuing obligation to dredge could undermine the mitigation credit project.

Mr. Lewis discussed that the gravel bar would likely return in the future, requiring repeated projects. Mr. Lewis indicated that getting a new dredging permit might cost less than the \$150,000.00 that it originally cost, but the project itself would probably exceed the \$250,000.00 cost originally estimated in 2010. This

work would likely need to be completed regularly to maintain the channel. Mr. Lewis had heard concerns from other consultants that dredging might actually be harmful to the water quality in the area.

Mr. Konkol discussed that the work with RestorCap will result in an analysis of the best approach to improving the water quality as part of the determination of mitigation credits. Commissioner O'Donnell asked for some options of what can be done rather than focusing on the potential barriers.

Chair McGriff commented on the history of the Clackamette Cove and the naming contest for Clackamette Cove, suggested by the former City Recorder Jean Elliot who won the naming contest.

ADJOURNMENT

Chair McGriff adjourned the meeting at 7:03 PM.

Respectfully submitted,

Jakob Wiley, Assistant City Recorder



CITY OF OREGON CITY

URBAN RENEWAL COMMISSION

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Monday, August 16, 2021 at 6:00 PM

CALL TO ORDER

Chair Denyse McGriff called the meeting to order at 6:03 PM.

ROLL CALL

PRESENT: 7 - Commissioner Denyse McGriff, Commissioner Shawn Cross, Commissioner Rachel Lyles Smith, Commissioner Adam Marl, Commissioner Doug Neeley, Commissioner Frank O'Donnell, and Commissioner Rocky Smith, Jr.

STAFFERS: 6 - City Manager Tony Konkol, Asst. City Recorder Jakob Wiley, Economic Development Manager James Graham, Finance Director Matt Zook, Assistant to the City Manager Lisa Oreskovich, Economic Development Coordinator Ann Griffin

CITIZEN COMMENTS

There were no citizen comments.

DISCUSSION ITEM

1. Urban Renewal Retreat - District Vision Statement and Framework for Decision-Making

Tony Konkol, City Manager, introduced the item. The Urban Renewal Commission met on July 7, 2021, to review a draft Vision Statement and Framework for Decision-Making provided by staff. At the conclusion of the meeting, it was decided by the Urban Renewal Commission to hold a retreat to help the agency develop its vision and framework for decision making about investing in projects.

James Graham, Economic Development Director, discussed the general vision statement. Mr. Graham provided a review of the opening statement of the draft vision statement. Commissioner Smith felt the opening statement was not broad enough and that some verbiage had not been discussed. Commissioner Lyles Smith commented that the opening statement was too detailed.

Commissioner Neeley would like to see a preamble that speaks to the historical and cultural significance of the area that makes it unique.

Chair McGriff felt that childcare options were very important and need specific attention in the vision statement.

Commissioner Cross felt the vision statement needed to be more simplistic, in the event things change in the City and future City Commissions might want to have a different focus.

Chair McGriff liked one of the examples of a vision statement from the City of Madras and felt it was more in line with Oregon City.

Commissioner Smith felt the opening statement is too specific and items like childcare, should not be in an opening statement.

Chair McGriff felt the opening statement should be broad, but the individual goals be specific. Chair McGriff suggested borrowing language from other cities' vision statements.

Commissioner Smith felt other cities' vision statements should not be plagiarized and Oregon City's should be unique. Commissioner Smith asked to include bullet points for: visitor infrastructure, park spaces, public restrooms, visitor parking, shuttles, trollies, dining, shopping, hotels, convention spaces, better use of current assets, like the Amtrack Station and End of the Oregon Trail Interpretive Center, development that supports downtown, livability improvements that benefit for the whole city, Clackamette Cove and Rossman Landfill sites and Willamette Falls Legacy Project to act as bookends for the District.

The Commissioners discussed in detail items to be listed under each subheading and topics to focus on. Some items and topic may cross-over to other goals. The major topics were placed on the posters under the applicable headings.

Mr. Graham commented that the Willamette Falls Legacy Project should be considered under the tourism goal.

Commissioner O'Donnell commented that stand-alone projects will tend to not be supported by those that are opposed to urban renewal, but when presented as part of a broader complementary project will be supported. He also supports flexibility with the vision and goals.

Commissioner Smith suggested inclusion of reuse of the courthouse as part of the infrastructure goals.

There was discussion of whether the Urban Renewal District should produce a profit. Mr. Konkol discussed that some infrastructure investment pays back by improving opportunity in the district.

The Commission discussed recreational opportunities. Water quality improvement in the Clackamette Cove was discussed as an item that served multiple goals.

The Commission discussed the preamble and the context for the District's vision. Mr. Konkol discussed that the OC2040 Comprehensive Plan development could provide valuable content for the preamble.

Mr. Graham noted that job-creation had not been discussed. Chair McGriff and Commissioner Lyles Smith thought it would fit into the livability goal section. Mr. Konkol suggested that the goal could be to improve the diversity of jobs available in the City.

There was discussion of whether the community would travel to downtown for shopping, as has historically occurred. Commissioner O'Donnell mentioned support for a parking structure to encourage travel into the district. Commissioner McGriff suggested expanding the open hours for the Oregon City Municipal Elevator.

There was discussion of whether the Commission should set goals for each property to guide proposals, since these overarching vision and goals apply to the District as a whole. Mr. Konkol suggested that this would be completed as part of this process after the other portions of the plan have been reviewed by the Commission. There was discussion of topics to be discussed to finalize a plan at the next retreat meeting.

COMMUNICATIONS

There were no communications.

ADJOURNMENT

Chair McGriff adjourned the meeting at 7:54 PM.

Respectfully submitted,

Jakob Wiley, Assistant City Recorder