CITY OF OREGON CITY
CITY COMMISSION REGULAR MEETING - REVISED
AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, October 05, 2022 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@orcity.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)*
- *Email recorderteam@orcity.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. Election and Oath of Office for Commission President

3b. Appointment of Willemjin Ilcisin to the CIC as McLoughlin Neighborhood Association Representative

3c. PRAC Member Appointments

3d. Ruth McBride Powers Preservation Award and Presentation to Kari Freeman

3e. Proclamation for Indigenous Peoples 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

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. Resolution No. 22-30, Adoption of the Oregon City Parklet Program

7b. Resolution No. 22-33, Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 3 and Declaring an Emergency

7c. Amendment No. 3 to the Personal Services Agreement with RH2 Engineering, Inc. for the Trillium Park Drive Roadway Abandonment Project (CI 21-003)

7d. Request Transfer of Two Vacant Foreclosed Properties on Trillium Park Drive from Clackamas County

7e. City Tree Removal located at Henrici Reservoir, 16025 S Henrici Road

7f. Minutes for the April 12, 2022 Work Session

7g. Minutes of the May 10, 2022 Work Session

7h. Minutes of the July 6, 2022 Regular Meeting

7i. Minutes of the July 20, 2022 Regular Meeting

7j. Minutes of the August 17, 2022 Work Session

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

9a. Preliminary UGB Exchange Options Presentation from Metro Staff

9b. Request for Approval to Apply for United States Environmental Protection Agency's Water Infrastructure Finance and Innovation Act (WIFIA) Loan and Authorize the Expenditure of $100,000 by the City Manager to Cover the Cost of the Application Fee for Water System Improvements

9c. American Rescue Plan Act of 2021 (ARPA) Funding

9d. Second Reading of Ordinance 22-1006, Creating the Oregon City Youth Advisory Commission

10. COMMUNICATIONS

City Manager

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.

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 10/05/2022

From: City Recorder Jakob Wiley

SUBJECT:

Election and Oath of Office for Commission President

BACKGROUND:

The position of Commission President was made vacant by the seating of Mayor Denyse McGriff at the September 21, 2022 regular meeting. Per the Oregon City Charter, Section 9a, the Commission President "shall perform the duties of mayor in the absence of that officer." A Commission President is required to ensure a chair is available in the case of Mayor McGriff's absence.

Typically, the Commission President is elected at the beginning of each year "by ballot from their number who shall hold office for the term of one year and until a successor shall be elected and qualified." Therefore, the term of the new Commission President will last until December 31, 2022 or until a successor is elected and qualified.

OPTIONS:

1. Elect a new Commission President, serving until December 31, 2022.

OATH OF OFFICE

I, _____, do solemnly swear that I will support the Constitution of the United States and of the State of Oregon, along with the Oregon City Municipal Charter and Code.

I will to the best of my ability, faithfully perform the duties of Commission President of Oregon City during my incumbency thereof.

_____
Commission President

_____
DENYSE C. MCGRIFF, Mayor

Date: October 5, 2022

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 10/05/2022

From: City Recorder Jakob Wiley

SUBJECT:

Appointment of Willemjin Ilcisin to the CIC as McLoughlin Neighborhood Association Representative

STAFF RECOMMENDATION:

The McLoughlin Neighborhood Association has voted to recommend Willemjin Ilcisin as their second Citizen Involvement Committee (CIC) representative. Staff recommends Mayor Denyse McGriff affirm the recommendation from the McLoughlin Neighborhood Association's appointment to the CIC.

BACKGROUND:

At the March 3, 2022 McLoughlin Neighborhood Association meeting, Willemjin Ilcisin was elected as the second CIC representative for that association. The minutes of that meeting are attached for reference as Exhibit A to this staff report.

OPTIONS:

1. Appoint Willemjin Ilcisin as a McLoughlin Neighborhood Association representative.

McLOUGHLIN NEIGHBORHOOD ASSOCIATION

General Meeting Minutes
March 3, 2022
ZOOM

1. **Welcome/Introductions**:
   Jesse Buss (Chair)
   Denise Beasley (Secretary)
   Wendy Marshall (Land Use)
   Curt Reesor (Treasurer/Vice Chair)
   Denyse McGriff (Steering Committee/Commissioner)
   Brian Shaw
   Amy Wilson
   Willemjin Ilcisin
   Jesse Reade + 1
   Sgt. Justin Young OCPD
   Kendall Reid (Parks and Recreation)
   Jay Pearce
   Steven Youkey
   Kalana Bartmes
   Kent & Marleigh Mathiot
   Terry Papano
   Tim Mack + 1

2. **Old Business**:
   a. We need a second CIC member.
      Jay Pearce moved to nominate Wil Ilcisin.
      Denise Beasley seconded.
      All approved. Hooray!!

3. **Adjourned** at 9:01 PM

Respectfully submitted, Denise Beasley, Secretary

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 10/05/2022

From: Parks and Recreation Director, Kendall Reid

SUBJECT:

PRAC Member Appointments

STAFF RECOMMENDATION:

The Parks & Recreation Advisory Committee recommends Mayor Denyse McGriff appoint Emily Lisborg and Timothy Lainhart to the Parks and Recreation Advisory Committee filling two vacancies.

BACKGROUND:

On September 22nd, 2022, the Parks and Recreation Advisory Committee held a Work Session to conduct interviews for potential members to fill the vacancies left by Karin Morey and Shawn Datchler. The terms remaining for the two vacancies end December 31, 2022, and December 31, 2023. Following the conclusion of the interviews, a discussion took place at the regular meeting on September 22nd where the committee voted to recommend both Emily Lisborg and Timothy Lainhart be appointed. The PRAC board has left it up to Mayor Denyse McGriff to appoint the candidates to the terms of her choosing.

OPTIONS:

1. Appoint Emily Lisborg and Timonthy Lainhart to PRAC.
2. Do not appoint Emily Lisborg and Timothy Lainhart to PRAC.

PROCLAMATION

INDIGENOUS PEOPLES' DAY

Whereas, the City of Oregon City recognizes that the Indigenous People of the lands that would later become known as the Americas have occupied these lands since time immemorial; and

Whereas, the City recognizes the fact that Oregon City is built upon the homelands, villages, and sacred sites of the Indigenous Peoples' of this region, without whom the building of the city would not be possible; and

Whereas, the City recognizes the value of many contributions made to our community through Indigenous Peoples' knowledge, labor, spirituality, technology, science, philosophy, arts and the deep cultural contribution that substantially shaped the character of Oregon City; and

Whereas, the Oregon City has a responsibility to oppose the systematic racism towards Indigenous Peoples in the United States, which perpetuates high rates of poverty and income inequality, exacerbates disproportionate health, education, and social stability; and

Whereas, the Oregon City promotes the closing of the equity gap for Indigenous Peoples through policies and practices that reflect the experiences of Indigenous Peoples, ensuring greater access and opportunity, and honoring our nation's Indigenous history and contributions; and

Whereas, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations sponsored International Conference on Discrimination against Indigenous Populations in the Americas; and

Whereas, the United States endorsed the United Nations Declaration on the Rights of Indigenous Peoples (the "Declaration") on December 16, 2010 and the Declaration recognizes that "indigenous peoples have suffered from historic injustices as a result of, inter alia, their colonization and dispossession of their lands, territories and resources"; and

Whereas, Article 15 of the Declaration recognizes the right of indigenous peoples "to the dignity and diversity of their cultures, traditions, histories and aspirations which shall be appropriately reflected in education and public information" and places an obligation on States to "take effective measures, in consultation and

cooperation with the indigenous peoples concerned, to combat prejudice and eliminate discrimination and to promote tolerance, understanding and good relations among indigenous peoples and all other segments of society"; and

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

October 10, 2022 as Indigenous Peoples' Day

And, that the City of Oregon City shall continue its efforts to promote the prosperity and well-being of the Indigenous community in Oregon City and throughout the State of Oregon; and

And, that Indigenous Peoples' Day shall be used to reflect upon the ongoing struggles of Indigenous People on this land, and to celebrate the thriving culture and value that Indigenous Peoples add to our city; and

And, that the City of Oregon City encourages other businesses, organizations, and public institutions to recognize Indigenous People's Day.

In Witness Whereof, I have hereunto set my hand this 5th day of October 2022.

_____

DENYSE C. MCGRIFF,
MAYOR

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 10/5/2022

From: Public Works Director, John M. Lewis, PE

SUBJECT:

Resolution No. 22-30, Adoption of the Oregon City Parklet Program

STAFF RECOMMENDATION:

Approve Resolution No. 22-30, Adoption of the Oregon City Parklet Program

EXECUTIVE SUMMARY:

In response to a request at the April 6, 2022, City Commission meeting, a resolution to adopt or deny the Parklet Program is provided for City Commission consideration. One change was made to the program based on Commission direction at the September 13, 2022 Work Session. In addition, and as presented at the September 13, work session, the Parking Lot Seating program is no longer part of this program.

BACKGROUND:

On March 23, 2020, Governor Brown issued Executive Order 20-12, Stay Home, Save Lives, which closed non-essential businesses and severely limited others that were still able to remain open, including restaurants. Many businesses experienced loss or reduction of business as a result of the COVID-19 pandemic and associated public health and safety regulations aimed to reduce the spread of COVID-19.

On July 15, 2020, the City Commission adopted a parklet and outdoor dining/retail services pilot program from July 16, 2020, to November 30, 2020, excluding the winter months. The program allowed temporary outdoor dining/retail use of on-street parking stalls in the right-of-way and in private parking lots. On October 21, 2020, the City Commission extended the timeframe so that businesses could utilize the program in the winter months. On March 17, 2021, the City Commission adopted revisions to the program (in response to community feedback) which expanded the flexibility of the program including allowing onsite retail/restaurants to be located throughout private property, such as on patios or decks. The program had an expiration date of November 30, 2021. At the October 6, 2021, City Commission meeting, the proposed resolution was amended with a vote of 3-2 to extend the

program to May 31, 2022, retain the waiving of permit fees, and retain the cost of application fees. On April 6, 2022, the City Commission extended the program one last time to November 30, 2022, with a request to bring a final program for a decision prior to the end date of November 30, 2022.

At the Work Session of September 13, 2022, the majority of the City Commission directed staff to revise the program to only allow two parklets per block. A block was defined as the entire corridor of that block between two streets. This revision has been added to the program which is proposed for adoption.

Resolution No. 22-30 would make the program permanent. Permits would need to be sought on an annual basis. The renewable right-of-way permit fee per the most recent engineering fee schedule is $88.00. That fee increases annually with the rest of the fee schedule per the local Consumer Price Index (CPI).

There are currently 2 parklets permitted and in operation (Arch Bridge Tap House and Ingrid's).

OPTIONS:

1. Approve Resolution No. 22-30.
2. Approve Resolution No. 22-30 with modifications.
3. Recommend staff return with modifications.
4. Do not approve Resolution No. 22-30.

BUDGET IMPACT:

Amount: N/A

FY(s): N/A

Funding Source(s): N/A

RESOLUTION NO. 22-30

A RESOLUTION TO ESTABLISH A PARKLET PROGRAM IN THE RIGHT-OF-WAY

WHEREAS, providing an opportunity for businesses to expand their operations outdoors, either in the public right-of-way or private property, will generate greater pedestrian activity and help increase business patronage and overall interest in the area; and

WHEREAS, parklets are public spaces located in the public right-of-way that provide increased outdoor dining capacity; and

WHEREAS, to be successful, parklets must adequately address infrastructure and parking impacts, be tied to a specific location, be safe for the public to use, be easily maintained by the permittee, be for a limited and certain term, and be capable of easy and fast installation and removal; and

WHEREAS, Oregon City Municipal Code ("OCMC") Section 12.04.120 identifies requirements for temporary obstructions in the right-of-way; and

WHEREAS, the City Commission approved Resolution No. 20-22 temporarily allowing these uses from July 16, 2020 to November 30, 2020; and again from March 15, 2021, to November 30, 2021, with a fee of $25 per year after March 14. Resolution No. 20-30 allowed the business that submitted a permit by November 30 to continue the use from December 1, 2020, to March 14, 2021, without additional review. Resolution No. 21-15 updated the standards for parklets and private property restaurants and retail from March 17, 2021, to November 30, 2021. Resolution No. 21-46 continued the pilot program an additional six months until May 31, 2022. Resolution No. 22-16 continued the pilot program until November 30, 2022; and

WHEREAS, this Resolution will make the parklet program permanent, as identified in Exhibit A; and

WHEREAS, after the facilities are initially permitted, additional review and permitting is required each year and any time that changes are proposed. Each review requires submittal of a separate application and associated fee.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City adopts Exhibit A, the Oregon City Parklet Program (the "Program"), which authorizes parklets on a renewable basis within the MUD zone extending along 7th Street generally between Singer Hill Road and Jackson Street.

Section 2. All engineering fees shall be assessed per the most current engineering fee schedule.

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

Approved and adopted at a regular meeting of the City Commission held on the 5th day of October 2022.

Denyse C. McGriff, Mayor

Attested to this 5th day of October 2022:

Jakob Wiley, City Recorder

Approved as to legal sufficiency:

City Attorney

Exhibit A: Oregon City Parklet Program

OREGON CITY

City of Oregon City

625 Center Street | PO Box 3040 | Oregon City OR 97045
Ph: (503) 657-0891 | Fax (503) 657-7892

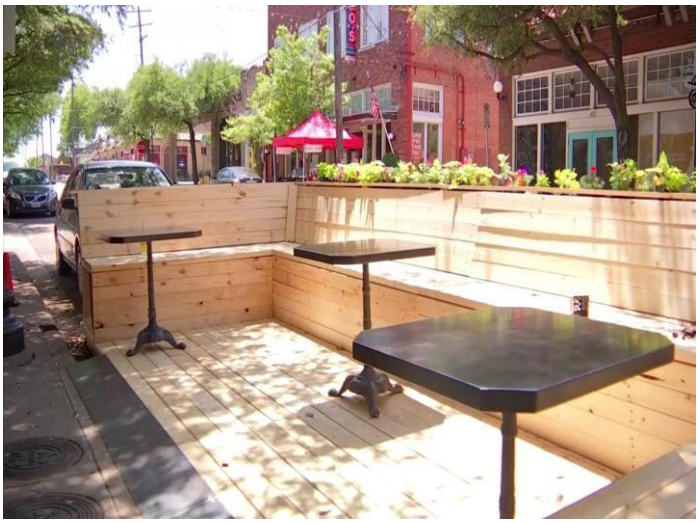
Oregon City Parklet Program

During the COVID-19 pandemic which occurred from March 2020 to early 2022, the City of Oregon City supported alternative ways to help increase patronage of local businesses affected by physical distancing requirements. The program included temporarily allowing outdoor dining within the right-of-way and on private property.

The desire of the City is to continue offering alternative dining options to retain and support businesses that can offer options to their customers.

This guide provides the design guidelines for the Oregon City Parklet Program within the public right-of-way.

Parklet Pilot Program



Restaurants in the Mixed Use Downtown District and along 7th Street (Singer Hill Road to Jackson Street) may construct a parklet in adjacent on- street parking areas to allow expanded outdoor dining.

These expanded seating areas, called "parklets," allow restaurants throughout the business community to increase seating capacity and safely serve more customers by locating chairs and tables along sidewalks and within on-street parking areas. See Exhibit 2 for conceptual drawings.

ELIGIBILITY OF BUSINESSES

Eating and drinking establishments within the Mixed Use Downtown (MUD) District and within a block of 7th Street on John Adams, Jefferson, Madison, Monroe, JQ Adams, or

Jackson Streets and on 7th from Jefferson Street to Jackson Street.

PARKLET LOCATIONS

The parklet program limits the number of allowed parklets per block as necessary to accommodate for ADA accessibility for pedestrians, and protect accessible parking and no-parking areas such as loading zones. ADA parking spaces may be relocated temporarily if ADA standards can continue to be met.

1. Location

A parklet must be located within an existing on-street parking stall abutting or partially abutting the business utilizing the parklet. Only one parklet may utilize one parking stall; however, multiple parklets are allowed per business, per frontage, if neighboring property owners and businesses approve of additional parklets. Businesses may work together to create a parklet using two or more on-street parking stalls if the businesses are adjacent to each other. In addition, any business may allow customers of other nearby businesses to utilize the parklet.

2. Number of Parklets

A maximum of two (2) parklets are allowed per block. A block is defined as the corridor from edge of sidewalk to edge of sidewalk and from street to street. Parklets shall be granted on a first come first serve basis.

3. Approval

A parklet shall only be located in designated on-street parking areas that have been approved by the City of Oregon City after careful review and authorization via a Renewable Right-of-Way Permit. The property owner, any additional building tenants, along with all other businesses located adjacent to and immediately abutting within the same block of the parklet, must provide written consent supporting the request.

4. Posted Speed Limit

A parklet may be established along roadways where the posted speed limit is 25 mph or less.

5. Parking Zones

Parklets are prohibited in accessible parking spaces, the accessible aisle adjacent to the accessible spaces, and no parking zones. See Exhibit 1 for locations that are prohibited from parklet use in downtown; areas are marked in red. Additional locations may also be

prohibited if conditions warrant. ADA parking spaces may be relocated temporarily if ADA standards can continue to be met.

TERM OF USE

Parklets shall be permitted on an annual basis. Each permit will be valid for one calendar year and expire on December 31 of any given year. The permit will need to be renewed annually.

GENERAL GUIDELINES

- Parklets must be located adjacent to the applicant's business.
- If all accessibility and design requirements are met, installation of a parklet platform is not required provided that existing pavement is not damaged or otherwise altered.
- Design for easy removal. The parklet will sit on top of the existing street surface. Because parklets may sit on top of critical infrastructure and utilities such as gas lines, sewer, and water mains, etc., they need to be designed for easy removal in case of an emergency.
- No additional signage is allowed within or on the parklet other than those required by law.
- Maintenance and litter removal are the responsibility of the applicant/owner. Failure to maintain the parklet may result in the revocation of the permit.
- No audio systems or other sound amplification devices are permitted for incorporation in the design of any parklet and shall not be used on any parklet.
- No smoking or vaping is permitted within a parklet at any time.
- ADA Guidelines must be met at all times.
- If applicable, the applicant is responsible for obtaining separate Oregon Liquor Control Commission (OLCC) permits.
- If applicable, the applicant is responsible for following food safety guidelines as well as Center for Disease Control (CDC) guidelines regulated by the Oregon Health Authority.
- If applicable, the applicant is responsible for following fire safety guidelines as regulated by Clackamas Fire District #1.
- Permits are required annually.

MAINTENANCE OF THE PARKLET

The parklet will be owned and maintained by the applicant. The applicant is responsible for all costs associated with the design development, construction, installation, maintenance, and removal of the parklet. Approval of an application obligates the applicant to keep the parklet free of debris, grime, and graffiti, and to keep all plants in good health.

The permit requires that the facility is swept daily and debris is removed from under (if applicable) and around the parklet a minimum of once a week. A maintenance plan and agreement are required to ensure compliance.

PARKLET DESIGN STANDARDS

The following design standards ensure that all parklets are safe, accessible, attractive, and functional.

1. BASE AND DECKING

If proposed, parklet decking must be designed such that the parklet has a vertical lip of no more than ¼-inch as it connects to the curb and may not have more than a ½ inch gap from the curb. The cross slope from the curb to the street must not exceed 2%. This means that most parklets will likely have an elevated base decking. The submitted design must demonstrate that the deck is compliant with ADA accessibility requirements including at least one ADA-compliant access point for each parking space used.

The parklet platform may not be attached to or damage the street and must be easily assembled and disassembled. Any damage to the street is the responsibility of the applicant.

The parklet platform must be designed to allow for curb line stormwater drainage and include a minimum twelve (12") inch gutter bar. The parklet platform must be designed to not allow debris to collect underneath the deck.

2. PARKLET FOOTPRINT

A buffer is required in the locations in which the parklet abuts adjacent on-street parking stalls. For parallel parking, there must be a twenty-four (24") inch setback on either end of the parklet, adjacent to parallel parking, and to the roadway. Wheel stops may be used but are not required.

For diagonal and perpendicular spaces, the edge of the parklet must be set back eighteen (18") inches from the adjacent parking space on either side. This setback space must be included within the parklet space, and not be taken from the adjacent space.

For multiple businesses adjacent to each other or businesses that received approval from the City and neighboring properties to install multiple parklets, adjoining stalls are allowed without a buffer.

3. BUFFER

Parklet design must include a continuous physical barrier along the street which is able to withstand impact while maintaining clear visual sightlines to the street.

To protect a parklet located on a parallel parking space from parking maneuvers, substantial planters, weighted bollards, or other structures that can withstand light vehicular impact must be installed on either end of the parklet and at the street edge. Cones or Type II barricades are not acceptable. Parklets occupying diagonal parking spaces are not required to have such substantial edge materials, except for the side and corners at the street edge. Additional traffic safety items may be added to the final design by City staff.

Barriers and fencing may not extend into the street side setback zone or bolted into the street. If portable fencing is used, each section must be connected together. If cable is used for the barrier, spacing between cables cannot exceed 6-inches.

A reflective delineator post must be placed at the outer corners of the parking space/parklet, 6-inches from the wheel stops. Delineator posts must be 36-inches tall, cylindrical, white, flexible, and must include reflective striping.

4. VERTICAL ELEMENTS

Vertical elements, such as planters and umbrellas over tabletops, should be included so that the facility is visible to vehicles. Umbrellas or sails cannot be placed within 20 feet of a stop sign and must be contained within the parklet.

Applicants with overhead canopies, sails, or similar items must demonstrate that the structures have the ability to withstand wind loads equal to the standards which apply on private property. Covers comprised of more substantial materials such as wood or metal are not allowed.

Applicants proposing a cover must demonstrate that visual obstruction to adjacent businesses, both to storefronts and identifying signage, is minimized.

5. MATERIALS

The use of high quality, durable materials capable of withstanding prolonged use is required. Examples include wood and metal. Pallets, construction fencing, or chain link are not allowed.

Surface materials: loose particles, such as sand or loose stone, are not permitted on the parklet. A non-slip surface is required.

6. SEATING

Everyone should be able to travel adjacent sidewalks and enjoy parklets. Furniture must be able to accommodate a minimum of one accessible space per parklet

7. LIGHTING

Lighting that extends across the sidewalk must be a minimum of 8 feet above the sidewalk. Any single lighting source more than 40 watts shall be shielded.

8. HEATING APPLIANCES

Portable outdoor gas-fired heating appliances (such as propane heaters) shall be approved by Clackamas Fire District #1.

9. SIDEWALK DIVERSIONS

In place of a parklet, a business may choose to install a sidewalk diversion which must meet ADA guidelines, be made of durable materials using slip-resistant materials, and be protected similarly with substantial planters, weighted bollards, or other structures that can withstand light vehicular impact.

Barriers and fencing may not extend into the street side setback zone or bolted into the street. If portable fencing is used, each section must be connected together. If cable is used for the barrier, spacing between cables cannot exceed 6-inches.

A reflective delineator post must be placed at the outer corners of the parking space/sidewalk diversion, 6-inches from the wheel stops. Delineator posts must be 36-inches tall, cylindrical, white, flexible, and must include reflective striping.

Sidewalk diversions are permitted as a parklet which includes the diversion and the sidewalk seating area.

APPLICATION

An application for a Renewable Right-of-Way Permit is required and must be approved before installing a parklet. Once the parklet is constructed, an inspection is required to verify compliance with the approved application. Applications will be accepted on a rolling basis. A parklet applicant must comply with the applicable standards and agree to the terms of the Indemnity and Release Agreement required as part of the application including Liability Insurance covering Permittee's activity described in the Release.

PARKLET PERMIT FEE

Parklets shall follow Renewable Right of Way Permit fees set by Resolution in the Engineering Fee Schedule effective at the time of application.

LIABILITY INSURANCE

A parklet applicant must maintain general liability insurance in the amount no less than $2 million per occurrence/$4 million aggregate throughout the term of the Renewable Right-of-Way Permit, in accordance with the Indemnity and Release Agreement obligations and City of Oregon City standards.

SITE PLAN

A design document is required at the time of application submittal. A complete set of proposal drawings is required in order to be considered for approval. This site plan/design will help staff understand how your parklet would fit within the street. The site plan does not need to be drawn by a design professional. It can be a drawn by hand or computer and must show the exact location of the parklet, the area around the parklet, the proposed layout and dimensions, and where parklet amenities (e.g., seating and landscape features) would be placed. Staff will determine if your selected site is appropriate for a parklet and how the parklet would integrate into the neighborhood context.

EXHIBITS

Exhibit 1 shows locations in red where parklets are not allowed unless other accommodations are made.

Exhibit 2 shows some design examples.

EXHIBIT 1

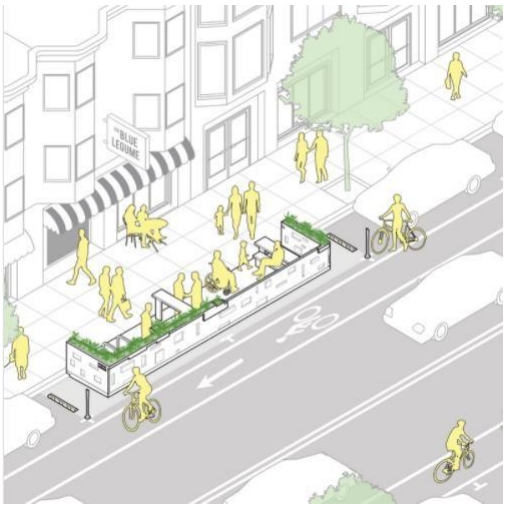
Main Street from 6th Street to Hwy. 99E

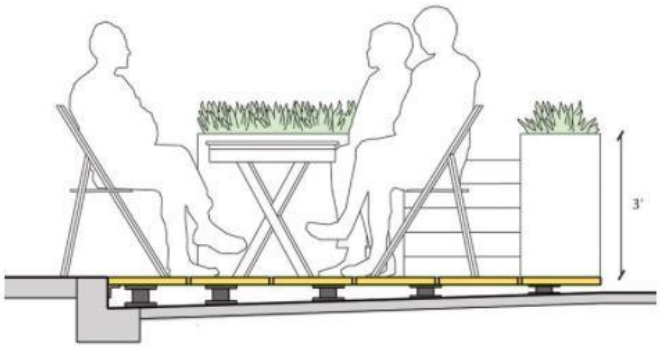
Main Street from 6th Street to 8th Street

Main Street from 8th Street to 10th Street

Main Street from 10th Street to 11th Street

EXHIBIT 2 – Possible Options





CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 10/05/2022

From: Public Works Director John M. Lewis, PE

SUBJECT:

Resolution No. 22-33, Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 3 and Declaring an Emergency

STAFF RECOMMENDATION:

Approve Resolution No. 22-33 authorizing the night work related to the construction of the sewer lines for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 3 that impacts through travel on Linn Avenue, Leonard Street, and Ethel Street and interferes with access to Gardiner Middle School.

EXECUTIVE SUMMARY:

The City is under contract with Landis & Landis Construction for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 3. The sewer project requires utility installation and pavement restoration which will impact two-way traffic on Linn Avenue at Narain Court. This work will also impact access to Gardiner Middle School via Leonard Street and Ethel Street. The project anticipates the work on Linn Avenue, Leonard Street, and Ethel Street will occur at various times between October 12, 2022, and December 30, 2022. The project will perform work from 8:00 PM to 5:00 AM which is outside typical high-traffic hours. The proposed construction will happen during night hours and is in conflict with Oregon City Municipal Code (OCMC).

BACKGROUND:

On June 1, 2022, City Commission approved the public improvement contract with Landis & Landis Construction for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 3 that will include work near Gardiner Middle School.

Based upon high traffic counts on Linn Avenue and the presence of detour traffic from South End Road, City staff concluded it was appropriate to require night work. Night work on Linn Avenue at Narain Court will avoid construction occurring during higher traffic hours on Linn Avenue.

Gardiner Middle School traffic patterns create higher traffic volumes than would otherwise be expected on Leonard Street. In addition to high morning and afternoon traffic volumes, City staff observed that all available parking on Leonard Street is utilized during afternoon school pickup. Based upon these observations, City staff concluded that it was appropriate to require night work. Night work on Leonard Street and Ethel Street where it crosses Leonard Street will avoid construction during school pickup and drop-off times and preserve parking on Leonard Street utilized during pickup times.

The request is for night work to be able to successfully complete the sewer utility improvements while minimizing impacts to traffic and Gardiner Middle School. The project desires the working hours to be 8:00 PM to 5:00 AM, Monday night through Friday night. The request is for the dates of October 12 to December 30, 2022.

The work will occur on Linn Avenue at Narain Court, Leonard Street from Williams Street to Ethel Street, and Ethel Street from Johnson Street to Gardiner Middle School. The increased noise and disruption to regular traffic patterns from the construction activities will indirectly impact residentially-zoned areas near Linn Avenue and Narain Court and west of Gardiner Middle School.

As a part of the project notification, the City will be providing written notification to all properties within 300 feet of the night work areas. The outreach will include contact information for who to reach out to if there are concerns about noise levels during the night work as well as impacts to their property during the project, such as utility disruptions, impacts to driveways, etc.

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.”

OPTIONS:

1. Approve Resolution No. 22-33 as requested.
2. Approve Resolution No. 22-33 with specific modifications.
3. Deny Resolution No. 22-33. If the Commission chooses to deny the Resolution, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: $0.00

FY(s): Not Applicable

Funding Source(s): Not Applicable

RESOLUTION NO. 22-33

A RESOLUTION DECLARING AN EMERGENCY AND TEMPORARILY EXEMPTING THE CONSTRUCTION ACTIVITIES IN LINN AVENUE, LEONARD STREET, AND ETHEL STREET RIGHT-OF-WAY AND TRAVEL LANES ASSOCIATED WITH THE SANITARY SEWER I/I REHABILITATION – RIVERCREST BASIN PROJECT: PHASE 3 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 sewer work within the Linn Avenue, Leonard Street, and Ethel Street travel lanes required of the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 3 ("Project"); 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 10:00 PM and 7:00 AM, Monday through Saturday; and between 8:00 PM and 9:00 AM on Sunday to be a violation.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission declares an emergency, limited to utility installation within Linn Avenue, Leonard Street, and Ethel Street associated with the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 3 ("Project") as shown in the Exhibit A – Site Map attached to this resolution. Consistent with OCMC 2.52.070 and by this resolution, the Commission declares an emergency from October 12, 2022, at 8:00 PM to December 30, 2022, at 5:00 AM.

Section 2. Based on the emergency identified above, the City Commission grants the construction activities in the Linn Avenue, Leonard Street, and Ethel Street rights-of-way exemption from Section 9.12.020 of the Oregon City Municipal Code for construction activities associated with constructing the sanitary sewer in the Project area and affecting the Linn Avenue, Leonard Street, and Ethel 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 5th day of October 2022.

_____
Denyse C. McGriff, Mayor

Attested to this 5th Day of October 2022

_____
Jakob Wiley, City Recorder

Approved as to legal sufficiency:

_____
City Attorney

Attachment:
Exhibit A – Site Map

Park Dr
Narain Ct
Cedar Ln
Valley View Dr
McCarver Ave
Belle Ct
Eastfield Dr
Stafford Park
Holmes Ln
Ella St
Linn Ave
Rilance Ln
Construction Area
A V Davis Rd
Johnson St
Leonard St
Donald St
Hood St
Williams St

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 09/21/2022

From: Public Works Director John M. Lewis, PE

SUBJECT:

Amendment No. 3 to the Personal Services Agreement with RH2 Engineering, Inc. for the Trillium Park Drive Roadway Abandonment Project (CI 21-003)

STAFF RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 3 to the Personal Services Agreement with RH2 Engineering, Inc. for the Trillium Park Drive Roadway Abandonment Project (CI 21-003) in the amount of $139,976.

EXECUTIVE SUMMARY:

Amendment No. 3 for modifications to the scope of work on the Trillium Park Drive Roadway Abandonment Project.

BACKGROUND:

In 2018, the City contracted RH2 Engineering, Inc. (RH2), who teamed with Geotechnical Resources, Inc. (GRI), to develop and evaluate alternatives and conceptual designs for stabilizing the landslide and restoring or permanently abandoning the road and utilities in Trillium Park Drive. Based on the alternatives evaluation, the City chose to move forward with a plan to relocate the damaged sewer out of the slide zone using horizontal directional drilling and to mitigate the landslide and restore the roadway by replacing the overburden fill that is driving the landslide with lightweight fill. Design and construction of these improvements was planned to be completed in two phases, with the sewer relocation occurring under Phase 1, and the landslide mitigation and roadway reconstruction occurring under Phase 2.

On May 22, 2020, the City entered into a Personal Services Agreement with RH2 Engineering, Inc., in the amount of $107,958 for design and construction services of the Trillium Park Drive Sanitary Relocation Project. Design of the Trillium Park Drive Sanitary Relocation Project began in June 2020, and the sewer relocation work was completed in September 2021.

On January 11, 2021, the City entered into Amendment No. 1 with RH2 Engineering, Inc., in the amount of $182,218.00 for design and construction of the landslide mitigation and roadway reconstruction of Trillium Park Drive, which was Phase 2 of the project.

During the course of the Phase 2 project, a number of changes occurred including a focus change from roadway reconstruction to roadway abandonment. These changes altered and expanded the scope and level of effort and time required to complete the design and construction of the Phase 2 project.

In May 2022, the City entered into Amendment No. 2 with RH2 Engineering Inc., which extended the length of the Personal Services Agreement from December 31, 2021 to December 31, 2022 in order to complete the construction of the roadway abandonment project.

Amendment No. 3, for a total of $139,976 includes the following and allows the consultant to fulfill their commitment to see the roadway project through to completion:

The Amendment No. 3 scope of work adds the following:

- Change to Phase 2 Roadway Design:
    - from roadway reconstruction to roadway abandonment project due to the increased cost of reconstructing the roadway
- Expanded Scope for Phase 2 Design:
    - Removal and replacement of abandoned roadway with 14-foot accessway
    - Additional lighting requested by the neighborhood
    - Expansion of the project area to include removal of the remaining foundation of the Canyon Court impacted by the landslide and acquired by the City
    - Additional landscaping requested by the neighborhood and to address the Natural Resources Overlay District mitigation
- Additional Permitting & Public Outreach:
    - Additional coordination and meetings related to land use, including Natural Resource Overlay District evaluation, and permitting.
    - Assistance preparing and responding to community and homeowners association comments, as well as attending neighborhood meetings.

The Trillium Road Roadway Abandonment Project (CI 21-003) was advertised for bid in May 2022 and the contract for construction was awarded to McDonald Excavating, Inc. in June 2022. The project began construction in July 2022 and is scheduled to be completed by October 2022.

Over the course of this project, the City has added a variety of work items, all of which provide value to the community. The original contract price was awarded at $107,958. The net increase of Amendments No. 1 through 3 is $322,194, resulting in a contract price with amendments equal to $430,152.00 for the two phases. The Phase 1 sewer

relocation project was a total of $182,218.00. The Phase 2 roadway project is a total of $247,934.00.

OPTIONS:

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

BUDGET IMPACT:

Amount:	$139,976
FY(s):	22/23
Funding Source(s):	Transportation Fund

Point of Contact: John Burre
Term of Contract: May 22, 2020 through December 31, 2020

CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT

TRILLIUM PARK DRIVE SANITARY RELOCATION PROJECT – (CI 20-003)

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 **December 31, 2020,** 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 **one hundred and seven thousand, nine hundred and fifty-eight and no/100 dollars ($107,958.00).**

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 450
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 22 day of May, 2020.

CITY OF OREGON CITY

By: _____
John M. Lewis, P.E.
Title: Public Works Director
DATED: 5-19-2020, 20__.

By: _____
Anthony J. Koukol III
Title: City Manager
DATED: 5-20, 20__.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

RH2 ENGINEERING

By: _____
Title: Richard L. Ballard, Director
DATED: May 22, 2020

\\depot\Departments\PublicWorks\CIP_PS_RFQ_RFP\CIP_Open\CI 20-003 Trillium Park Drive Sanitary Relocation Project\CONSULTANT\Contract\CI 20-003 PSA with RH2 for Trillium Park Drive Sanitary Relocation Project.docx

Exhibit A
Scope of Work
City of Oregon City
Trillium Park Drive Landslide Mitigation, Phase 1 – Sewer Relocation
May 2020

Background

Trillium Park Drive, a two-lane local street, has been experiencing a slow moving landslide since its construction in 1998. In 2006, the City of Oregon City (City) contracted with Geotechnical Resources, Inc., (GRI) and Compass Land Surveyors, Inc., (Compass) to monitor the slide and measure its movement. GRI installed monitoring wells with inclinometers at multiple locations, and Compass surveyed the movement of Trillium Park Drive relative to fixed monuments. In February 2017, following a period of heavy rainfall, Trillium Park Drive experienced significant earth movement that lead to a waterline separation and movement and deformation of a sewer line. The waterline within the slide zone was abandoned, but the sewer remains in service. Other utilities within the slide zone, including power and gas, have been rerouted, and the street has been closed to vehicular traffic.

In 2018, the City requested that RH2 Engineering, Inc., (RH2), with assistance from GRI and Compass, develop and evaluate alternatives and conceptual designs for stabilizing the landslide and restoring or permanently abandoning the road and utilities in Trillium Park Drive. Based on its evaluation of the alternatives, the City has chosen to move forward with a plan to relocate the damaged sewer out of the slide zone using horizontal directional drilling and to mitigate the landslide and restore the roadway by replacing the overburden fill that is driving the landslide with a light weight fill. The City plans to complete the project in two phases, with the sewer relocation occurring under Phase 1, and the landslide mitigation and roadway restoration occurring under Phase 2.

The City has requested that RH2 provide engineering services for the design, bidding, and construction of the relocated sewer under Phase 1 of this project. This Scope of Work has been prepared based on preliminary discussions with the City regarding the scope of the anticipated repairs and an understanding of the project goals developed during the conceptual design of the project.

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.

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 with copies of all available, relevant City utility as-built plans, topographical maps, geologic and geotechnical reports, and studies pertinent to the project area.
- Provide RH2 with access to the City's GIS, parcel, and utility mapping, 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.
- Submit applications and any applicable fees for any required permits (no permits are currently anticipated). Maintain records and process consultant invoices.
- Provide legal review of all contracts, bid forms, and real property.
- Provide notifications, as necessary, to the public and business community regarding the nature and timing of the work to be completed.
- 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:

- The proposed improvements generally include the design of approximately 350 linear feet of 10-inch high-density polyethylene (HDPE) sanitary sewer main within City Right-of-Way and private property to be constructed using horizontal directional drilling (HDD).
- It is assumed that project meetings will be approximately two (2) to three (3) hours in duration and will be held at City Hall. Alternatively, meetings may be held via video conference.
- Construction permitting will be limited and generally consist of street opening and erosion control permitting, which will be obtained by the contractor through the City. No tree removal or environmental permitting is anticipated.
- The City will lead the City permit process and pay for all permitting application costs.
- The City will lead the easement acquisition effort, including negotiations, preparation and review of all related legal documents, and proposals for easements.
- RH2 will rely on the accuracy and completeness of any data, information, or materials 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.
- Unless otherwise noted, all deliverables will be provided in electronic format (PDF).

Task 1 – Project Management Services

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

Approach:

1.1 Provide Project Administration and Reporting: Provide project management services during the design, bidding, and construction services phases, including staff scheduling, recordkeeping and filing, and project invoicing. Provide monthly billing invoices, including a detailed breakdown of staff hours billed by task and subtask. 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. Prepare and maintain the overall project schedule, including adding staff, subconsultants, and other resources.

RH2 Deliverables:

- Monthly invoices.
- Project schedule at project kickoff, 60-percent design, and 90-percent design milestones.

Task 2 – Additional Survey and Geotechnical Investigation

Objective: Coordinate with a professional land surveyor as a subconsultant to RH2 to perform additional topographic survey of the project area to support design. Perform limited additional geotechnical investigation and reporting to support the design and construction of the sewer using HDD.

Approach:

2.1 Perform Additional Survey and Update Base Maps: Contract and coordinate with a professional land surveyor, Compass, to perform additional topographical survey of surface features, monumentation, marked utilities, property lines, and right-of-way (ROW) lines of the proposed alignment. Coordinate with Compass as necessary and to respond to questions. Review survey data and format for design use. Perform one (1) site visit to compare survey information with field conditions. Update plans as necessary based on site visit. It is assumed that utility locates will be requested by the surveyor and provided via the One-Call network.

2.2 Prepare Legal Descriptions for Easement(s): Coordinate with City and Compass to prepare up to three (3) legal descriptions for use by the City in obtaining temporary and/or permanent easements for the project. The City will be responsible for obtaining all rights-of-entry and easements needed to support the geotechnical investigations and construction for the proposed improvements.

2.3 Perform Geotechnical Investigation: Contract and coordinate with GRI to conduct two (2) exploratory borings along the proposed sewer alignment and to a depth ranging between 25 and 35 feet. The borings will be made by a skid-mounted, portable drill rig, using

open-hole, mud-rotary or rock coring techniques. Disturbed split-spoon samples and/or undisturbed Shelby tube samples will be obtained from the borings at about 2.5-ft intervals of depth within 10 ft of the proposed pipe elevation. The Standard Penetration Test will be conducted while the disturbed split-spoon samples are being taken. If sufficiently hard rock is encountered within the boring, the rock will be cored. GRI will contract with a geotechnical drilling subcontractor and will obtain utility locates and observe field exploration.

2.4 Prepare Geotechnical Report: Coordinate with GRI to analyze soil samples collected during geotechnical borings and perform geotechnical engineering and reporting to support the design and construction of the sewer main via HDD. Additional geotechnical data obtained during this phase of work will be incorporated into the existing geotechnical report for the project.

Assumptions:

- The survey provided by Compass for conceptual design will be expanded to include additional area along Trillium Park Drive between Canyon Court and Bean Court and approximately 100 feet up the slope on the east side of Trillium Park Drive.
- It is anticipated that the City will take the lead in any easement acquisition for the proposed improvements, including negotiation between the City and property owner(s). RH2/Compass's role generally will be limited to assisting in preparing legal descriptions for the easements, if necessary.
- Additional geologic bores are necessary along the proposed sewer alignment to support design and construction by HDD. Due to site restrictions, limited access drilling equipment may be required.

RH2 Deliverables:

- Updated topographical survey and base maps for project area.
- Up to three (3) legal descriptions.
- Geotechnical technical memorandum.

Task 3 – 60-Percent Design

Objective: Prepare preliminary plans and a construction cost estimate for the proposed sanitary sewer relocation.

Approach:

3.1 Prepare 60-Percent Design: Prepare preliminary design plans to the 60-percent design level with horizontal and vertical alignment details of the sanitary sewer main for City review. Develop a preliminary opinion of probable construction costs for the preliminary design review submittal.

3.2 Attend 60-Percent Review Meeting: Provide and present 60-percent design, including preliminary plan and profile sheets, details, preliminary opinion of probable construction

costs, 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 60-percent plan review meeting.

RH2 Deliverables:

- Preliminary sanitary sewer main plan and profile sheets, including preliminary drawings for cover sheet, construction notes, and details.
- Preliminary opinion of probable construction cost based on 60-percent design.
- Review meeting agenda and minutes.

Task 4 – 90-Percent Design

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

Approach:

4.1 Prepare 90-Percent Plans and Specifications: Incorporate the City's 60-percent review comments and prepare 90-percent design plans. The plans will include the sanitary sewer plan and profiles, trench, bedding materials, backfill, compaction, and surface restoration, along with other supporting details and requirements for construction, testing, and permitting. 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. Prepare construction contract documents to the 90-percent level, including both technical and non-technical construction contract requirements, general conditions, and special 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 format. Work will include a determination of the need for special pre-bid qualifications for contractors, which will be incorporated into final bidding documents, if warranted. Prepare 90-percent opinion of probable construction costs for the proposed improvements.

4.2 Perform Quality Control Review: Perform internal quality control and quality assurance (QA/QC) review of the 90-percent plans and specifications.

4.3 Attend 90-Percent Review Meeting: Provide and present 90-percent design, including plans, specifications, 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. It is assumed that the City will provide review comments as written summary or as redline markups to the plans.

RH2 Deliverables:

- 90-percent plans and construction contract documents, including front-end documents and technical specifications.
- Opinion of probable construction cost based on 90-percent design.
- Review meeting agenda and minutes.

Task 5 – Bid-Ready Design

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

Approach:

5.1 Prepare Bid-Ready Plans and Specifications: Incorporate internal QA/QC comments 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 opinion of probable construction cost (PDF, Word, Excel, and AutoCAD).
- Provide one (1) reproducible set of bidding documents in hard copy format with half-size (11-inch by 17-inch) plan sheets.

Task 6 – Services During Bidding

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

Approach:

6.1 Respond to Bidder Questions and Prepare Addendum: Respond to questions from bidders and clarify, revise, or change construction plans, technical specifications, or construction contract conditions during the bidding process, if needed. Prepare one (1) addendum if determined necessary during the bidding process.

6.2 Assist with Bid Opening and Bidder Evaluation: Review specialty contractor prequalification applications as part of the bid review process. 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.

RH2 Deliverables:

- Assistance with one (1) addendum, as needed.
- Bid tabulation and letter of recommendation for award.

Assumptions:

- It is assumed that up to one (1) addendum may be needed.
- It is assumed that prequalification of a specialty subcontractor for HDD may be required.
- It is assumed that the City will take the lead in the bid administration and award phase.
- It is assumed that RH2 will attend bid opening.
- 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.

Task 7 – 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:

7.1 Prepare for and Attend Pre-Construction Conference: Prepare for and attend one (1) pre-construction conference with the contractor, City, RH2, special inspector, and impacted or adjacent utilities. Prepare an agenda and meeting minutes for the pre-construction conference.

7.2 Review RFIs and Change Order Proposals: Review written requests for information (RFIs) and change order proposals and provide written responses to the City.

7.3 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.

7.4 Provide Periodic Field Observation and Attend Construction Meetings and Final Walkthrough: Provide part-time observation of the construction work in progress. RH2 will 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 the contractor's progress. Prepare weekly meeting agenda and minutes. Assist the City with project closeout services, including production of a punch list and review of punch list completion. Prepare recommendation letter for project acceptance.

7.5 Prepare Record Drawings: Provide record drawings representative of the as-constructed project. Record drawings will be completed based upon contractor and inspector red-lined markups to as-bid drawings. 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-four (24) hours per week for five (5) weeks has been assumed for field visits and observations.
- Submittal review is assumed to be twelve (12) submittals with 25-percent resubmittal.
- 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 estimate plus a contingency amount. The contingency could 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.
- RFI and change order review and documentation, if required.
- Submittal and shop drawings review and documentation.
- Weekly construction meeting agenda and minutes.
- 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.
- Punch list following final walkthrough.
- Letter recommending project acceptance.
- Record drawings in PDF and AutoCAD® DWG format, including external references, prepared in accordance with City standards.

EXHIBIT B

Fee Estimate
City of Oregon City
Trillium Park Drive Landslide Mitigation, Phase 1 - Sewer Relocation
May 2020

	Description / Classification / Rate	Staff Engineer Professional II $159.00	Project Engineer Professional III $171.00	Project Manager Professional VII $230.00	Engineering Geologist Professional VII $230.00	Principal Professional VIII $238.00	Administrative Support Administrative II $84.00	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	**Project Management Services**	-	-	16	-	-	4	20	$ 4,016	$ -	$ 101	$ 4,117
1.1	Provide Project Administration and Reporting	-	-	16	-	-	4	20	$ 4,016	$ -	$ 101	$ 4,117
Task 2	**Additional Survey and Geotechnical Investigation**	-	12	4	2	-	3	21	$ 3,684	$ 33,259	$ 122	$ 37,065
2.1	Perform Additional Survey and Update Base Maps	-	3	1	-	-	1	5	$ 827	$ 3,792	$ 46	$ 4,664
2.2	Prepare Legal Descriptions for Easement(s)		3	1	-	-	1	5	$ 827	$ 2,788	$ 21	$ 3,635
2.3	Perform Geotechnical Investigation	-	1	1	-	-	1	3	$ 485	$ 20,585	$ 12	$ 21,082
2.4	Prepare Geotechnical Report	-	5	1	2	-	-	8	$ 1,545	$ 6,095	$ 43	$ 7,683
Task 3	**60-Percent Design**	16	13	9	-	-	1	39	$ 6,921	$ -	$ 723	$ 7,644
3.1	Prepare 60-Percent Design	16	10	6	-	-	-	32	$ 5,634	$ -	$ 674	$ 6,308
3.2	Attend 60-Percent Review Meeting	-	3	3	-	-	1	7	$ 1,287	$ -	$ 49	$ 1,336
Task 4	**90-Percent Design**	32	20	15	-	4	11	82	$ 13,834	$ -	$ 1,354	$ 15,188
4.1	Prepare 90-Percent Plans and Specifications	32	16	8	-	-	8	64	$ 10,336	$ -	$ 1,231	$ 11,567
4.2	Perform Quality Control Review	-	1	4	-	4	1	10	$ 2,127	$ -	$ 71	$ 2,198
4.3	Attend 90-Percent Review Meeting	-	3	3	-	-	2	8	$ 1,371	$ -	$ 52	$ 1,423
Task 5	**Bid-Ready Design**	10	5	5	-	-	4	24	$ 3,931	$ -	$ 436	$ 4,367
5.1	Prepare Bid-Ready Plans and Specifications	10	5	5	-	-	4	24	$ 3,931	$ -	$ 436	$ 4,367
	Subtotal Design Tasks	58	50	49	2	4	23	186	$ 32,386	$ 33,259	$ 2,737	$ 68,382
Task 6	**Services During Bidding**	-	16	4	-	-	8	28	$ 4,328	$ -	$ 110	$ 4,438
6.1	Respond to Bidder Questions and Prepare Addendum	-	8	2	-	-	4	14	$ 2,164	$ -	$ 55	$ 2,219
6.2	Assist with Bid Opening and Bidder Evaluation	-	8	2	-	-	4	14	$ 2,164	$ -	$ 55	$ 2,219
Task 7	**Services During Construction**	124	49	17	-	-	18	208	$ 33,517	$ -	$ 1,621	$ 35,138
7.1	Prepare for and Attend Pre-Construction Conference	-	5	3	-	-	2	10	$ 1,713	$ -	$ 62	$ 1,775
7.2	Review RFIs and Change Order Proposals	-	20	8	-	-	6	34	$ 5,764	$ -	$ 254	$ 6,018
7.3	Review Submittals	20	8	2	-	-	-	30	$ 5,008	$ -	$ 125	$ 5,133
7.4	Provide Periodic Field Observations and Attend Construction Meetings and Final Walkth	96	12	2	-	-	10	120	$ 18,616	$ -	$ 879	$ 19,495
7.5	Prepare Record Drawings	8	4	2	-	-	-	14	$ 2,416	$ -	$ 300	$ 2,716
	Subtotal Bidding and Construction Services Tasks	124	65	21	-	-	26	236	$ 37,845	$ -	$ 1,731	$ 39,576
	PROJECT TOTAL	182	115	70	2	4	49	422	$ 70,231	$ 33,259	$ 4,468	$ 107,958

EXHIBIT C
RH2 ENGINEERING, INC.
2020 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	$143	$/hr
Professional II	$159	$/hr
Professional III	$171	$/hr
Professional IV	$185	$/hr
Professional V	$200	$/hr
Professional VI	$212	$/hr
Professional VII	$230	$/hr
Professional VIII	$238	$/hr
Professional IX	$238	$/hr
Control Specialist I	$131	$/hr
Control Specialist II	$143	$/hr
Control Specialist III	$157	$/hr
Control Specialist IV	$169	$/hr
Control Specialist V	$180	$/hr
Control Specialist VI	$193	$/hr
Control Specialist VII	$208	$/hr
Control Specialist VIII	$216	$/hr
Technician I	$108	$/hr
Technician II	$118	$/hr
Technician III	$135	$/hr
Technician IV	$145	$/hr
Technician V	$158	$/hr
Technician VI	$174	$/hr
Technician VII	$189	$/hr
Technician VIII	$199	$/hr
Administrative I	$71	$/hr
Administrative II	$84	$/hr
Administrative III	$100	$/hr
Administrative IV	$118	$/hr
Administrative V	$136	$/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	$0.575	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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.

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

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

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.

Point of Contact: John Burrell
Term of Contract: May 22, 2020 through December 31, 2021

CITY OF OREGON CITY
Amendment No. 1 to Personal Services Agreement

TRILLIUM PARK DRIVE SANITARY RELOCATON PROJECT (CI 20-003)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **RH2 ENGINEERING**, hereinafter called "PS Consultant," which was previously entered into on **May 22, 2020** ("Contract") for **ENGINEERING AND DESIGN SERVICES,** and
Whereas, the parties wish to amend the Contract as set forth below:

WITNESSETH:

1. The **Scope of Work** is hereby amended as follows:

   The Scope of Work is amended to include the additional services as outlined in Amendment 1 Exhibit A Scope of Work.

2. The **Duration of Contract** is hereby amended as follows:

   The Duration of Contract is extended from December 31, 2020 to **December 31, 2021.**

3. The **Payment Provisions** are hereby amended as follows:

   For provision of revision of fee schedule described above, the contract price shall be increased by an amount not to exceed **one hundred eighty-two thousand, two hundred and eighteen and no/100 dollars ($182,218.00)** The total not to exceed amount of the Agreement shall be **two hundred ninety thousand, one hundred and seventy-six and no/100 dollars ($290,176.00).**

All other provisions of the Personal Services Agreement referenced above shall remain in full force and effect.

RH2 ENGINEERING

By: Kyle Pettibone

Name: Kyle Pettibone

Title: Director

Date: January 11, 2021

CITY OF OREGON CITY

Anthony J. Konkol III, P.E.
City Manager

Date: 1/6/2021

Point of Contact: John Burrell
Term of Contract: May 22, 2020 through December 31, 2021

John M. Lewis, P.E.
Public Works Director

Date: 1/6/2021

Date Authorized by Commission, if applicable:

January 6, 2021

Exhibit A
Amendment No. 1
Scope of Work
City of Oregon City
Trillium Park Drive Landslide Mitigation
Phase 2 – Roadway Reconstruction

December 2020

Background

Trillium Park Drive, a two-lane local street, has been experiencing a slow-moving landslide since its construction in 1998. In 2006, the City of Oregon City (City) contracted with Geotechnical Resources, Inc., (GRI) and Compass Land Surveyors, Inc., (Compass) to monitor the slide and measure its movement. GRI installed monitoring wells with inclinometers at multiple locations, and Compass surveyed the movement of Trillium Park Drive relative to fixed monuments. In February 2017, following a period of heavy rainfall, Trillium Park Drive experienced significant earth movement that lead to a waterline separation, and movement and deformation of a sewer line. The waterline within the slide zone was abandoned, but the sewer remains in service. Other utilities within the slide zone, including power and gas, have been rerouted, and the street has been closed to vehicular traffic.

In 2018, the City requested that RH2 Engineering, Inc., (RH2), with assistance from GRI and Compass, develop and evaluate alternatives and conceptual designs for stabilizing the landslide and restoring or permanently abandoning the road and utilities in Trillium Park Drive. Based on its evaluation of the alternatives, the City has chosen to move forward with a plan to relocate the damaged sewer out of the slide zone using horizontal directional drilling and to mitigate the landslide and restore the roadway by replacing the overburden fill that is driving the landslide with a light weight fill. The City plans to complete the project in two phases, with the sewer relocation occurring under Phase 1, and the landslide mitigation and roadway restoration occurring under Phase 2.

In May 2020, the City contracted with RH2 for design, bidding, and construction services for the Phase 1 improvements. The City is now ready to move forward with Phase 2 and has requested that RH2 prepare an amendment to provide engineering services for the design, bidding, and construction of the Phase 2 improvements.

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.

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 with copies of all available, relevant City utility as-built plans, topographical maps, geologic and geotechnical reports, and studies pertinent to the project area.
- Provide RH2 with access to the City's GIS, parcel, and utility mapping, aerial photography, and topographic contours.
- Provide RH2 with the City's standard drafting frame and 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.
- Submit applications and any applicable fees for any required permits. Maintain records and process consultant invoices.
- Provide legal review of all contracts, bid forms, and real property.
- Provide notifications, as necessary, to the public and business community regarding the nature and timing of the work to be completed.
- 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:

- The proposed improvements generally include the design of landslide mitigation and roadway restoration improvements, including removal of overburden fill, placement of light weight fill (geofoam blocks), restoration of stormwater catch basin and culvert, and construction of a one-lane multimodal road.
- With the exception of the existing sanitary and storm sewer utilities, the existing utilities have generally been abandoned within the existing slide area and will not be routed through the new roadway section.
- It is assumed that project meetings will be approximately one (1) to two (2) hours in duration and will be held via video conference. Alternatively, meetings may be held at City Hall.
- Construction permitting will be limited and generally consist of street opening and erosion control permitting, which will be obtained by the contractor through the City.
- The project area lies within the City's Natural Resources Overlay District (NROD), a geologic hazards area, and tree removal is anticipated. It is assumed that land use permitting will be required.
- The City will lead the City permit process and pay for all permitting application costs.

- The City will lead the easement acquisition effort, including negotiations and review of all related legal documents, and proposals for easements. RH2 will assist in preparing legal descriptions. The preparation of up to three (3) legal descriptions by the surveyor (Compass) was included in the Phase 1 scope of work and that budget will be carried forward for use in Phase 2.
- RH2 will rely on the accuracy and completeness of any data, information, or materials 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.
- Unless otherwise noted, all deliverables will be provided in electronic format (PDF).

Task 1 – Project Management Services

Objective: Provide coordination of the RH2 project team, including regular communication with City staff, periodic progress reporting, monthly billings, and updates on project scope, schedule, and budget. In general, it is expected that this work will be performed in conjunction with the Phase 1 work.

Approach:

1.1 Provide Project Administration and Reporting: Provide project management services during the design, bidding, and construction services phases, including staff scheduling, recordkeeping and filing, and project invoicing. Provide monthly billing invoices, including a detailed breakdown of staff hours billed by task and subtask. 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. Prepare and maintain the overall project schedule, including adding staff, subconsultants, and other resources.

RH2 Deliverables:

- Monthly invoices.
- Project schedule at project kickoff, 60-percent design, and 90-percent design milestones.

Task 2 – 60-Percent Design (Phase 2)

Objective: Perform preliminary engineering and prepare design plans and opinion of probable construction cost (OPCC) estimate for the Phase 2 improvements to an approximate 60-percent completion level.

Approach:

2.1 Prepare 60-Percent Civil Design: Prepare preliminary design plans to the 60-percent design level, including tree removal and protection, construction grading, lightweight geofoam fill placement, stormwater catch basin and culvert restoration, roadway horizontal and vertical alignments, roadway sections, channelization, signing, and details for City review. Develop a preliminary OPCC for the preliminary design review submittal.

2.2 Prepare 60-Percent Geotechnical Design: Coordinate with GRI as a subconsultant to RH2 and prepare the 60-percent geotechnical design of the landslide mitigation and road subgrade reconstruction. Work to be performed by GRI includes:

a. Perform Geologic Data Review: Review existing geologic data for the site, including review of previously completed subsurface explorations, laboratory work, inclinometer data, and piezometer data, as well as available topographic and geologic maps for the project site. Additional inclinometer and piezometer readings also will be completed as a part of the data review.

b. Develop Geotechnical Design Recommendations: Perform engineering and geologic analyses and prepare design recommendations concerning: (1) earthwork, including wet-weather construction and temporary excavation; (2) structural fill placement, including lightweight geofoam fill and road base course sections; (3) slope drainage, including construction of trench drain systems; (4) design lateral earth pressures and coefficient of base friction for permanent walls; and (5) seismic design criteria.

c. Prepare Geotechnical Design Recommendations Memorandum: Summarize geologic data review, engineering evaluations, and design recommendations in a technical memorandum. Submit preliminary memorandum to City and RH2 for review and commenting. Incorporate review comments and finalize memorandum.

2.3 Attend 60-Percent Review Meeting: Provide and present 60-percent design, including preliminary design plans, OPCC, 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. It is assumed that the City will provide review comments as written summary or as redline markups to the plans.

RH2 Deliverables:

- 60-percent design plans, including preliminary construction grading and geofoam fill placement sheets, storm system restoration sheets, roadway horizontal and vertical alignment sheets, roadway section sheets, cover sheet, construction notes, and details.
- Preliminary OPCC based on 60-percent design.
- Geotechnical design recommendations memorandum.
- Review meeting agenda and minutes.

Task 3 – 90-Percent Design (Phase 2)

Objective: Develop 90-percent plan sheets, technical specifications, bid documents, and OPCC for the proposed improvements.

Approach:

3.1 Prepare 90-Percent Plans and Specifications: Incorporate the City's 60-percent review comments and prepare 90-percent design plans. The plans will include the following: construction grading and geofoam fill placement plans and details; tree removal and protection plans; storm system restoration plans and details; roadway horizontal and

vertical alignments; roadway sections; sidewalk restoration details; and other supporting details and requirements for construction. It is assumed that the construction contractor will be responsible for preparing the traffic control and erosion control plans in accordance with City requirements. Prepare construction contract documents to the 90-percent level, including both technical and non-technical construction contract requirements, general conditions, and special 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 format. Work will include a determination of the need for special pre-bid qualifications for contractors, which will be incorporated into final bidding documents, if warranted. Prepare 90-percent OPCC for the proposed improvements. Coordinate with GRI to perform geotechnical design and review of the construction documents for conformance with recommendations outlined in the geotechnical design recommendations memorandum.

3.2 Perform Quality Control Review: Perform internal quality assurance and quality control (QA/QC) review of the 90-percent plans and specifications.

3.3 Attend 90-Percent Review Meeting: Provide and present 90-percent design, including plans, specifications, OPCC, 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. It is assumed that the City will provide review comments as written summary or as redline markups to the plans.

RH2 Deliverables:

- 90-percent plans and construction contract documents, including front-end documents and technical specifications.
- OPCC based on 90-percent design.
- Review meeting agenda and minutes.

Task 4 – Bid-Ready Design

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

Approach:

4.1 Prepare Bid-Ready Plans and Specifications: Incorporate internal QA/QC comments and the 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 opinion of probable construction costs (PDF, Word, Excel, and AutoCAD).
- Provide one (1) reproducible set of bidding documents in hard copy format with half-size (11-inch by 17-inch) plan sheets.

Task 5 – Permitting Assistance

Objective: Assist the City with preparing applications and materials necessary for land use and construction permitting of the Phase 2 work.

Approach:

5.1 Perform Survey and Inventory of Trees: Contract and coordinate with a professional land surveyor, Compass Land Surveyors, to perform survey of trees that are 6-inch diameter at breast height (DBH) and larger and located within the project area. Surveyed trees will be tagged and inventoried for use in preparing the arborist report and trees will be incorporated into the base map previously prepared under this contract for use during design and preparing tree removal and protection plans.

5.2 Prepare Arborist Report and Tree Removal and Protection Plan: Contract and coordinate with a certified arborist, Morgan Holen & Associates, to identify and catalog trees within the project limits and prepare an arborist's report. The arborist's report will identify and catalog the following: significant trees; trees that are dead, diseased, or hazardous; invasive or nuisance trees; and other trees 6-inch diameter at breast height (DBH) and larger. Prepare Tree Removal and Protection Plan.

5.3 Attend Pre-Application Conference: Assist the City in preparing application for a pre-application conference with City Public Works and Planning staff. Attend one (1) pre-application conference.

5.4 Assist in Preparing Land Use Application: Assist the City in preparing application and providing materials necessary for use in land use permitting.

Assumptions:

- It is assumed that the City will take the lead in the permitting process, including submitting and paying all permit applications and fees, and public notices.
- It is assumed that permitting for NROD, geohazards, and tree removal will be combined and permitted as a single action and will require a Type II process. The process will generally involve a Pre-Application Conference with Oregon City Planning Department, submitting the Land Use Application, notifying the public near the project area, and receiving public comments. It is assumed that no public hearing(s) will be held with the Planning Commission and/or City Commission.

- It is assumed that tree removal mitigation required as part of the land use permitting process will be payment of a fee in lieu of planting. The City will be responsible for payment of all mitigation fees. It is assumed that preparation of a mitigation planting plan will not be required.
- Fieldwork related to arborist services assume up to two days of field work by a 2-person crew.

RH2 Deliverables:

- Tree survey and Arborist's report in electronic format (PDF).
- Tree Removal and Protection Plan
- Attendance by one (1) RH2 staff at the pre-application conference.

Task 6 – Services During Bidding

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

Approach:

6.1 Respond to Bidder Questions and Prepare Addendum: Respond to questions from bidders and clarify, revise, or change construction plans, technical specifications, or construction contract conditions during the bidding process, if needed. Prepare one (1) addendum if determined necessary during the bidding process.

6.2 Assist with Bid Opening and Bidder Evaluation: Review specialty contractor pre-qualification applications as part of the bid review process. Review subcontractors, suppliers, and others proposed by the prime contractor, if required, by the bidding documents. Develop bid tabulations and provide a letter of recommendation for award.

Assumptions:

- It is assumed that Phase 1 and Phase 2 may be bid separately. Since the City has contracted with RH2 for services during bidding of Phase 1, this Scope of Work reflects the effort anticipated for Phase 2 bidding.

RH2 Deliverables:

- Assistance with one (1) addendum, as needed.
- Bid tabulation and letter of recommendation for award.

Task 7 – 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. GRI will provide periodic observations of construction activities related to the landslide mitigation and subgrade stabilization.

Approach:

7.1 Prepare for and Attend Pre-Construction Conference: Prepare for and attend one (1) pre-construction conference with the contractor, City, RH2, special inspector, and impacted or adjacent utilities. Prepare an agenda and meeting minutes for the pre-construction conference.

7.2 Review RFIs and Change Order Proposals: Review written requests for information (RFIs) and change order proposals and provide written responses to the City.

7.3 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.

7.4 Provide Periodic Field Observation and Attend Construction Meetings and Final Walkthrough: Provide part-time observation of the construction work in progress. RH2 will coordinate with the contractor and City inspectors to provide construction observation at critical stages of construction and as requested by the City. GRI will provide construction observation as necessary for the landslide mitigation work. The contractor will retain and coordinate with testing firm(s) for all special inspections. Meet with the City and contractor weekly to review the contractor's progress. Prepare weekly meeting agenda and minutes. Assist the City with project closeout services, including production of a punch list and review of punch list completion. Prepare recommendation letter for project acceptance.

7.5 Prepare Record Drawings: Provide record drawings representative of the as-constructed project. Record drawings will be completed based upon contractor and inspector red-lined markups to as-bid drawings. Record drawings will be completed per City standards.

Assumptions:

- It is assumed that Phase 1 and Phase 2 may be constructed under separate contracts. Since the City has contracted with RH2 for services during construction of Phase 1, this Scope of Work reflects the effort for Phase 2 construction.
- 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 as relates to this Task. An average of twenty (20) hours per week for ten (10) weeks has been assumed for field visits and observations.
- GRI will provide periodic site visits during construction. It is assumed that GRI will conduct ten (10) site visits. It is assumed that each site visit will be approximately eight (8) hours in length.
- Submittal review is assumed to be sixteen (16) submittals with 25-percent resubmittal.

- 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.
- 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 estimate plus a contingency amount. The contingency could 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.
- RFI and change order review and documentation, if required.
- Submittal and shop drawings review and documentation.
- Weekly construction meeting agenda and minutes.
- 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.
- Punch list following final walkthrough.
- Letter recommending project acceptance.
- Record drawings in PDF and AutoCAD® DWG format, including external references, prepared in accordance with City standards.

EXHIBIT B

Amendment No. 1
Fee Estimate
City of Oregon City
Trillium Park Drive Landslide Mitigation Phase 2 - Roadway Reconstruction
Dec-20

Description / Classification		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	**Project Management Services**	**16**	**$ 3,172**	**$ -**	**$ 79**	**$ 3,251**
1.1	Provide Project Administration and Reporting	16	$ 3,172	$ -	$ 79	$ 3,251
Task 2	**60-Percent Design (Phase 2)**	**124**	**$ 22,400**	**$ 12,075**	**$ 2,128**	**$ 36,603**
2.1	Prepare 60-Percent Civil Design	80	$ 14,362	$ -	$ 1,349	$ 15,711
2.2	Prepare 60-Percent Geotechnical Design	36	$ 6,352	$ 11,500	$ 736	$ 18,588
2.3	Attend 60-Percent Review Meeting	8	$ 1,686	$ 575	$ 42	$ 2,303
Task 3	**90-Percent Design (Phase 2)**	**152**	**$ 26,587**	**$ 6,900**	**$ 2,480**	**$ 35,967**
3.1	Prepare 90-Percent Plans and Specifications	132	$ 22,582	$ 5,750	$ 2,380	$ 30,712
3.2	Perform Quality Control Review	12	$ 2,688	$ 575	$ 67	$ 3,330
3.3	Attend 90-Percent Review Meeting	8	$ 1,317	$ 575	$ 33	$ 1,925
Task 4	**Bid-Ready Design**	**34**	**$ 5,592**	**$ 2,300**	**$ 657**	**$ 8,549**
4.1	Prepare Bid-Ready Plans and Specifications	34	$ 5,592	$ 2,300	$ 657	$ 8,549
Task 5	**Permitting Assistance**	**46**	**$ 7,235**	**$ 20,036**	**$ 690**	**$ 27,962**
5.1	Perform Survey and Inventory of Trees	4	$ 573	$ 7,386	$ 69	$ 8,029
5.2	Prepare Arborist Report and Tree Removal and Protection Plan	14	$ 2,318	$ 12,650	$ 223	$ 15,191
5.2	Attend Pre-Application Conference	8	$ 1,368	$ -	$ 49	$ 1,417
5.3	Assist in Preparing Land Use Application	20	$ 2,976	$ -	$ 349	$ 3,325
	Subtotal Design Tasks	**372**	**$ 64,986**	**$ 41,311**	**$ 6,034**	**$ 112,331**
Task 6	**Services During Bidding**	**30**	**$ 4,834**	**$ 575**	**$ 121**	**$ 5,530**
6.1	Respond to Bidder Questions and Prepare Addendum	16	$ 2,706	$ 575	$ 68	$ 3,349
6.2	Assist with Bid Opening and Bidder Evaluation	14	$ 2,128	$ -	$ 53	$ 2,181
Task 7	**Services During Construction**	**294**	**$ 48,648**	**$ 13,225**	**$ 2,484**	**$ 64,357**
7.1	Prepare for and Attend Pre-Construction Conference	4	$ 778	$ 575	$ 19	$ 1,372
7.2	Review RFIs and Change Order Proposals	28	$ 5,260	$ -	$ 352	$ 5,612
7.3	Review Submittals	40	$ 6,788	$ 1,150	$ 170	$ 8,108
7.4	Provide Periodic Field Observation and Attend Construction Meetings and Final Walkthrough	204	$ 32,888	$ 11,500	$ 1,512	$ 45,900
7.5	Prepare Record Drawings	18	$ 2,934	$ -	$ 431	$ 3,365
	Subtotal Bidding and Construction Services Tasks	**324**	**$ 53,482**	**$ 13,800**	**$ 2,605**	**$ 69,887**
	PROJECT TOTAL	**696**	**$ 118,468**	**$ 55,111**	**$ 8,638**	**$ 182,218**

EXHIBIT C RH2 ENGINEERING, INC. 2020 SCHEDULE OF RATES AND CHARGES		
RATE LIST	**RATE**	**UNIT**
Professional I	$143	$/hr
Professional II	$159	$/hr
Professional III	$171	$/hr
Professional IV	$185	$/hr
Professional V	$200	$/hr
Professional VI	$212	$/hr
Professional VII	$230	$/hr
Professional VIII	$238	$/hr
Professional IX	$238	$/hr
Control Specialist I	$131	$/hr
Control Specialist II	$143	$/hr
Control Specialist III	$157	$/hr
Control Specialist IV	$169	$/hr
Control Specialist V	$180	$/hr
Control Specialist VI	$193	$/hr
Control Specialist VII	$208	$/hr
Control Specialist VIII	$216	$/hr
Technician I	$108	$/hr
Technician II	$118	$/hr
Technician III	$135	$/hr
Technician IV	$145	$/hr
Technician V	$158	$/hr
Technician VI	$174	$/hr
Technician VII	$189	$/hr
Technician VIII	$199	$/hr
Administrative I	$71	$/hr
Administrative II	$84	$/hr
Administrative III	$100	$/hr
Administrative IV	$118	$/hr
Administrative V	$136	$/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	$0.575	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

Point of Contact: John Burrell
Term of Contract: May 22, 2020 through December 31, 2022

CITY OF OREGON CITY

Amendment No. 2 to Personal Services Agreement

TRILLIUM PARK DRIVE SANITARY RELOCATON PROJECT – PHASE 2 (CI 20-003)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **RH2 ENGINEERING**, hereinafter called "PS Consultant," which was previously entered into on **May 22, 2020** ("Contract") for **ENGINEERING AND DESIGN SERVICES,** and
Whereas, the parties wish to amend the Contract as set forth below:

WITNESSETH:

1. The **Scope of Work** is hereby amended as follows:

   The Scope of Work is not being amended.

2. The **Duration of Contract** is hereby amended as follows:

   The Duration of Contract is extended from December 31, 2021 to **December 31, 2022.**

3. The **Payment Provisions** are hereby amended as follows:

   The Payment Provisions are not being amended.

All other provisions of the Personal Services Agreement referenced above shall remain in full force and effect.

RH2 ENGINEERING

By: Kyle Pettibone
Name: Kyle Pettibone
Title: Director
Date: 9/8/2022

CITY OF OREGON CITY

John M. Lewis, P.E.
Public Works Director
Date: 5-18-2022

Date Authorized by Commission, if applicable:

May 20, 2020

\\depot\Departments\PublicWorks\CIP_PS_RFQ_RFP\CIP_Open\CI 20-003 Trillium Park Drive Sanitary Reloc Proj\CONSULTANT\Contract\Amendments\Amendment 2 - CI 20-003.docx

Point of Contact: John Burrell
Term of Contract: May 22, 2020 through December 31, 2022

CITY OF OREGON CITY

Amendment No. 3 to Personal Services Agreement

TRILLIUM PARK DRIVE SANITARY RELOCATON PROJECT – PHASE 2 (CI 20-003)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **RH2 ENGINEERING**, hereinafter called "PS Consultant," which was previously entered into on **May 22, 2020** ("Contract") for **ENGINEERING AND DESIGN SERVICES,** and
Whereas, the parties wish to amend the Contract as set forth below:

WITNESSETH:

1. The **Scope of Work** is hereby amended as follows:

   The Scope of Work is being amended as shown in Exhibit A.

2. The **Duration of Contract** is hereby amended as follows:

   The Duration of Contract is not being amended.

3. The **Payment Provisions** are hereby amended as follows:

   For provision of revision of fee schedule described above, the contract price shall be increased by an amount not to exceed **one hundred thirty-nine thousand, nine hundred seventy-six dollars and no cents ($139,976.00).** The total not to exceed amount of the Agreement shall be **four hundred thirty thousand, one hundred and fifty-two dollars and no cents ($430,152.00)**.

All other provisions of the Personal Services Agreement referenced above shall remain in full force and effect.

RH2 ENGINEERING

By: _____

Name: _____

Title: _____

Date: _____

CITY OF OREGON CITY

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

DATED: _____, 20____.

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

DATED: _____, 20____.

Point of Contact: John Burrell
Term of Contract: May 22, 2020 through December 31, 2022

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

APPROVED AS TO LEGAL SUFFICIENCY:

DATE: May 20, 2020

By: _____
City Attorney

\\depot\Departments\PublicWorks\CIP_PS_RFQ_RFP\CIP_Open\CI 20-003 Trillium Park Drive Sanitary Reloc Proj\CONSULTANT\Contract\Amendments\Amendment 3 - CI 20-003.docx

Exhibit A
Amendment No. 3
Scope of Work
City of Oregon City
Trillium Park Drive Landslide Mitigation
Phase 2 – Roadway Reconstruction

August 2022

Introduction

Trillium Park Drive, a two-lane local street, has been experiencing a slow-moving landslide since its construction in 1998. In February 2017, following a period of heavy rainfall, Trillium Park Drive experienced significant earth movement that led to a waterline separation, movement and deformation of a sewer line, and deformation of the roadway surface. The waterline within the slide zone was abandoned, but the sewer line remained in service. Other utilities within the slide zone, including power and gas, were re-routed or abandoned, and the street was closed to vehicular traffic.

In 2018, the City of Oregon City (City) hired RH2 Engineering, Inc., (RH2) and Geotechnical Resources, Inc., (GRI) to develop and evaluate alternatives and conceptual designs for stabilizing the landslide and restoring or permanently abandoning the road and utilities in Trillium Park Drive. Based on the alternatives evaluation, the City chose to move forward with a plan to relocate the damaged sewer out of the slide zone using horizontal directional drilling and to mitigate the landslide and restore the roadway by replacing the overburden fill that is driving the landslide with a lightweight fill. Design and construction of these improvements was planned to be completed in two phases, with the sewer relocation occurring under Phase 1, and the landslide mitigation and roadway reconstruction occurring under Phase 2. In 2020, the City hired RH2 and GRI to design the Phase 1 improvements, and in 2021, amended the contract to include the design for the Phase 2 improvements. Construction of the Phase 1 sewer relocation improvements was completed in September 2021, and design of the Phase 2 improvements was completed in April 2022.

Background

During the course of the Phase 2 design, a number of changes occurred that have altered and expanded the scope and level of effort required to complete the Phase 2 design, necessitating a budget amendment. The general scope and background for these changes are summarized as follows:

- **Change to Phase 2 Roadway Design**: As the design for the Phase 2 roadway reconstruction improvements advanced from the initial conceptual design level to a detailed design level, refinement of the landslide model and geotechnical analysis by GRI determined that significantly more excavation, lightweight geofoam block fill, and subsurface drainage improvements would be necessary than previously estimated to ensure that the reconstructed roadway design would meet a factor of safety consistent with industry standards for landslide mitigation. These additional landslide mitigation requirements, which were identified at the 60-percent design stage, resulted in a significant increase to the

anticipated construction cost for the roadway reconstruction; therefore, the City asked RH2 to re-visit and update the alternatives analysis for roadway reconstruction or abandonment. Following review of the 60-percent roadway reconstruction design and the updated alternatives analysis, the City determined that reconstruction of the roadway was not economically feasible and directed RH2 to revise the design to abandon the roadway. As a result of this change, much of the design efforts previously spent in advancing the design to the 60+ percent completion level were lost and could not be directly re-used due to the significant differences in the project design. In essence, the redesign of the project based on abandoning the roadway required that RH2 start anew at the conceptual level and progress through design to the bid-ready plans.

- **Expanded Scope for Phase 2 Design**: In addition to the scope and budget impacts noted above, several other changes occurred that expanded and modified the scope of the design based on City and community input regarding the roadway abandonment project. These changes included, but were not limited to, the following:
  - Removal and replacement of abandoned roadway with 14-foot-wide accessway for emergency vehicle and pedestrian access.
  - Addition of emergency vehicle turnaround at the south terminus of Trillium Park Drive.
  - Modifications to road and stormwater design related to eyebrow design for the street terminus at the Canyon Court/Trillium Park Drive intersection.
  - Modifications to road and stormwater related to the south terminus design of Trillium Park Drive.
  - Addition of Americans with Disabilities Act (ADA) compliant sidewalk ramps on each end of the abandoned roadway section.
  - Additional lighting along the accessway.
  - Expansion of project limits to include site development and restoration related to the removal of a condemned house foundation on a City-owned corner lot.
  - Addition of landscaping within right-of-way and City-owned corner lot, as well as mitigation for Natural Resource Overlay District (NROD) impacts.
- **Additional Permitting and Public Outreach**: During the course of the project, the City requested that RH2 provide additional land use permitting services to support the construction and permitting efforts for the project, as well provide additional support during public meetings. The additional services included, but were not limited to, the following:
  - Additional coordination and meetings with City Planning and Development staff related to land use and permitting of both the original and revised designs. Prepared land use permit applications and materials for each design, as well as updates related to the expansion in project limits and scope. The process to prepare the land use permit applications for the original roadway reconstruction had begun and was progressing

towards completion at the time the project changed. However, this planning effort was mostly lost due to the significant change in the project design.

- Assisted City in the evaluation and delineation of the NROD boundary within the project area, including field work and environmental assessment by an RH2 wetlands scientist.
- Assisted City in preparing for and responding to community and homeowners association comments during two (2) neighborhood public meetings, including attendance by RH2 staff.
- Additional pre- and post-construction monumentation survey and legal descriptions for easement acquisition.

Finally, while additional engineering expense has been incurred, the changes have resulted in an overall project savings due to the significantly lesser construction cost of the revised design. Additional benefits of the redesigned project include the 14-foot-wide emergency vehicle and pedestrian accessway, additional lighting along the accessway, enhanced landscaping along the accessway corridor, final demolition, restoration, and landscaping of the condemned house on the City-owned corner lot, and overall much less impact to the NROD, including tree removal.

Except where noted below, the above changes and additions are underway and will generally be completed in accordance with the original contract and scope of work. This Scope of Work includes the following amended and additional tasks.

Task 1 — Project Management Services (Amending Fee Only)

Objective: Provide additional project management services in accordance with the original scope of work for the additional design services provided herein and through completion of RH2's involvement in construction phase services.

Approach:

1.1 Provide Project Administration and Reporting: Provide additional project management services in accordance with the original scope of work for the additional design services provided herein. *This change results in an increase in fee, but does not result in a scope modification.*

Task 2 — 60-Percent Design (Phase 2) (Amending Scope and Fee)

Objective: Provide additional engineering and design services required to address issues not included in the original scope of work. Perform additional preliminary engineering and alternatives analysis to re-evaluate roadway reconstruction or abandonment options based on changes in geotechnical and landslide stabilization requirements. Revise design to abandon roadway and prepare plans and opinion of probable construction cost (OPCC) to an approximate 60-percent completion level for the new design. *In general, the effort for the original roadway reconstruction design could not be reclaimed or reused to complete the new roadway abandonment design due to the significant changes to the design. The new roadway abandonment design required starting anew at the concept level and progressing to a 60-percent design level.* Incorporate additional improvements required and/or requested by the City to address permitting and land use requirements, neighborhood concerns, and public safety and welfare in the area.

2.4 Prepare Alternatives Analysis Update: Prepare an update to the alternatives analysis examining the options for roadway reconstruction and roadway abandonment given new information related to geotechnical engineering and landslide stabilization.

2.5 Provide Additional Engineering for 60-Percent Design (Original Design): Provide additional engineering and design services not included in the scope of work but required to complete the 60-percent design for the original roadway reconstruction design. This subtask includes additional effort required to address ADA curb ramps, erosion and sediment control plans, and additional grading and roadway design to incorporate unexpected changes in geotechnical and landslide stabilization requirements.

2.6 Provide Additional Engineering for 60-Percent Design (Revised Design): Provide additional engineering services to complete a 60-percent level set of plans for the new design based on a roadway abandonment approach. The following are some of the significant changes to the project that were required to be addressed during the preparation of the 60-percent level designs for the new roadway abandonment project:

- Eyebrow terminus at Canyon Court/Trillium Park Drive intersection and ADA ramps.
- South terminus of Trillium Park Drive and ADA ramps.
- Emergency vehicle turnaround.
- Emergency vehicle and pedestrian accessway.
- Lighting improvements.
- Storm sewer modifications, including improvement to reduce channel erosion.
- Demolition and site work related to removal of the condemned house on the City-owned corner lot.
- Landscaping and site restoration, including amenities based on neighborhood input.

Task 3 — 90-Percent Design (Phase 2) (Amending Scope and Fee)

Objective: Provide additional engineering and design services commiserate with the changes in design scope noted in this Scope of Work and required to develop 90-percent plan sheets, technical specifications, construction contract documents, and OPCC for the proposed improvements.

Approach:

3.4 Provide Additional Engineering for 90-Percent Design: Provide additional engineering and design services commiserate with the changes in design scope noted in this Scope of Work and required to develop 90-percent plan sheets, technical specifications, construction contract documents, and OPCC for the proposed improvements. This subtask also includes a portion of the original roadway reconstruction design that had been progressed to the 90-percent level, but that could not be reclaimed or reused due to the significant changes to the project based on the new roadway abandonment design.

Task 4 — Bid-Ready Design (Amending Scope and Fee)

Objective: Provide additional engineering and design services commiserate with the changes in design scope noted in this Scope of Work and required to develop bid-ready plans, specifications, and OPCC for the proposed improvements.

4.2 Provide Additional Engineering for Bid-Ready Design: Provide additional engineering and design services commiserate with the changes in design scope noted in this Scope of Work and required to develop bid-ready plan sheets, technical specifications, construction contract documents, and OPCC for the proposed roadway abandonment improvements.

Task 5 — Permitting and Land Use Assistance (Amending Scope and Fee)

Objective: Provide additional permitting services commiserate with the changes in design scope noted above and required to obtain land use approvals and construction permits. Perform services in the lead role in the coordination and preparation of the required applications and materials necessary for land use and construction permitting of the project. Assist the City in preparing for and attending multiple neighborhood meetings to communicate project details and obtain community feedback that was incorporated into the design.

Approach:

5.5 Provide Additional Permitting and Land Use Assistance: Assume the lead role and perform additional services beyond the original scope of work and fee estimate in support of the land use permitting process for both the original and revised design efforts. Additional work completed under this subtask includes, but is not limited to, the following:

- Attend additional pre-application meeting, including coordination with City planners.
- Prepare narrative to address Tree Protection/Removal Standards per Chapter 17.41 Oregon City Municipal Code (OCMC).
- Prepare narrative to address Geologic Hazards Standards per Chapter 17.44 OCMC.
- Prepare narrative to address NROD Standards per Chapter 17.49 OCMC.
- Prepare plans and exhibits to accompany land use applications.
- Complete environmental investigations and prepare written summary of findings related to NROD boundaries and field conditions.
- Coordinate with GRI to prepare and update the Geotechnical Design and Construction Consultation Report.
- Coordinate with Morgan Holen and Associates on the Arborist Report and Tree Plan.
- Prepare a Type II NROD Verification Plan for the NROD boundary adjustment and narrative to address code criteria.

5.6 Attend and Provide Support for Neighborhood Meetings: Assisted City in preparing for and attending public neighborhood meetings to inform the surrounding community of the status

of the project and solicit feedback. Work completed under this subtask includes, but is not limited to, providing assistance by attending meetings, preparing plans, exhibits, and presentation slides, and preparing and designing a site lighting photometrics plan to address public feedback.

Task 6 — Services During Bidding (No Change)

No change in scope or fee.

Task 7 — Services During Construction (Amending Scope and Fee)

Objective: Facilitate the construction of the proposed improvements with additional easements and pre- and post-monumentation surveys. Compass Land Surveyors (Compass) will prepare a pre- and post-construction record of survey in conformance with Clackamas County Surveyor requirements and prepare permanent easements for the emergency vehicle turnaround as a subconsultant to RH2.

7.6 Obtain Pre/Post Construction Record of Survey: Subcontract and coordinate with Compass to prepare a Pre-Construction Record of Survey that will be filed with the Clackamas County Surveyor. The Pre-Construction Record of Survey will show the current location for all found plat monuments within the project limits relative to the true location for monumented positions. Following completion of construction, a Post-Construction Record of Survey will be prepared and filed with Clackamas County Surveyor.

7.7 Prepare Easement Exhibits: Subcontract and coordinate with Compass to prepare permanent easements and map exhibits for the emergency vehicle turnaround. There will be two different documents recorded to affect the total turnaround easement: one (1) for the portion being granted by the homeowners association, and the other for the remaining portion being granted by the hospital. The easements will be delivered to the City for signatures and recording.

EXHIBIT B

Amendment No. 3
Fee Estimate
City of Oregon City
Trillium Park Drive Landslide Mitigation
Phase 2 - Roadway Reconstruction
Aug-22

	Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	**Project Management Services (Amending Fee Only)**	**17**	**$ 3,301**	**$ -**	**$ 83**	**$ 3,384**
1.1	Provide Project Administration and Reporting	17	$ 3,301	$ -	$ 83	$ 3,384
Task 2	**60-Percent Design (Phase 2) (Amending Scope and Fee)**	**334**	**$ 62,626**	**$ -**	**$ 7,148**	**$ 69,774**
2.4	Prepare Alternatives Analysis Update	104	$ 21,328	$ -	$ 1,881	$ 23,209
2.5	Provide Additional Engineering for 60-Percent Design (Original Design)	60	$ 10,836	$ -	$ 1,371	$ 12,207
2.6	Provide Additional Engineering for 60-Percent Design (Revised Design)	170	$ 30,462	$ -	$ 3,897	$ 34,359
Task 3	**90-Percent Design (Phase 2) (Amending Scope and Fee)**	**72**	**$ 12,848**	**$ -**	**$ 1,696**	**$ 14,544**
3.4	Provide Additional Engineering for 90-Percent Design	72	$ 12,848	$ -	$ 1,696	$ 14,544
Task 4	**Bid-Ready Design (Amending Scope and Fee)**	**24**	**$ 4,506**	**$ -**	**$ 525**	**$ 5,031**
4.2	Provide Additional Engineering for Bid-Ready Design	24	$ 4,506	$ -	$ 525	$ 5,031
Task 5	**Permitting and Land Use Assistance (Amending Scope and Fee)**	**157**	**$ 30,223**	**$ -**	**$ 2,378**	**$ 32,601**
5.5	Provide Additional Permitting and Land Use Assistance	117	$ 22,731	$ -	$ 1,613	$ 24,344
5.6	Attend and Provide Support for Neighborhood Meetings	40	$ 7,492	$ -	$ 765	$ 8,257
Task 6	**Services During Bidding (No Change)**	**-**	**$ -**	**$ -**	**$ -**	**$ -**
Task 7	**Services During Construction (Amending Scope and Fee)**	**4**	**$ 908**	**$ 13,711**	**$ 23**	**$ 14,642**
7.6	Obtain Pre/Post Construction Record of Survey	2	$ 454	$ 11,641	$ 11	$ 12,107
7.7	Prepare Easement Exhibits	2	$ 454	$ 2,070	$ 11	$ 2,535
	AMENDMENT NO. 3 TOTAL	**608**	**$ 114,412**	**$ 13,711**	**$ 11,853**	**$ 139,976**

EXHIBIT C RH2 ENGINEERING, INC. 2022 SCHEDULE OF RATES AND CHARGES		
RATE LIST	**RATE**	**UNIT**
Professional I	$152	$/hr
Professional II	$168	$/hr
Professional III	$182	$/hr
Professional IV	$199	$/hr
Professional V	$214	$/hr
Professional VI	$227	$/hr
Professional VII	$243	$/hr
Professional VIII	$255	$/hr
Professional IX	$255	$/hr
Control Specialist I	$139	$/hr
Control Specialist II	$152	$/hr
Control Specialist III	$166	$/hr
Control Specialist IV	$180	$/hr
Control Specialist V	$192	$/hr
Control Specialist VI	$207	$/hr
Control Specialist VII	$220	$/hr
Control Specialist VIII	$231	$/hr
Technician I	$116	$/hr
Technician II	$126	$/hr
Technician III	$144	$/hr
Technician IV	$155	$/hr
Technician V	$169	$/hr
Technician VI	$186	$/hr
Technician VII	$202	$/hr
Technician VIII	$212	$/hr
Administrative I	$75	$/hr
Administrative II	$90	$/hr
Administrative III	$107	$/hr
Administrative IV	$126	$/hr
Administrative V	$145	$/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	

Rates listed are adjusted annually.

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 10/05/2022

From: Public Works Director John M. Lewis, PE

SUBJECT:

Request Transfer of Two Vacant Foreclosed Properties on Trillium Park Drive from Clackamas County

STAFF RECOMMENDATION:

Authorize the City Manager to request transfer of two vacant, foreclosed properties along Trillium Park Drive from Clackamas County.

EXECUTIVE SUMMARY:

Due to a landslide history and subsequent Trillium Park Drive roadway abandonment, acquisition of these two vacant, foreclosed properties is in the best interest of the City

BACKGROUND:

Trillium Park Drive, a two-lane local street, has been experiencing a slow-moving landslide since its construction in 1999. The site is located in the Newel Creek drainage area of Oregon City. Since the development of Trillium Park Estates in 1993, evidence of landslide movement was documented in both early 1999 and January 2006 following periods of intense precipitation.

On February 16, 2017, the City responded to a water main break resulting from ongoing landslide activity along Trillium Park Drive. This landslide episode pulled a City-owned 8-inch diameter water main apart, resulting in high volumes of water flowing up and out of the pipeline trench, displacing trench backfill and surface pavement, and flowing downstream of the slide area. This Trillium Park landslide episode occurred during a wet winter period when groundwater levels were high, and the subsurface conditions were saturated. As a result of this ground movement, the City closed a segment of Trillium Park Drive between Swordfern Court and Canyon Court. In the days after the February 16, 2017, landslide, the area continued to slide and subside. Problems ensued with other public facilities that were also impacted by the landslide, including the sanitary sewer line.

In 2018, the City contracted with RH2 Engineering to develop an alternatives analysis for the section of Trillium Park Drive located in a slide zone. The report proposed a two-phase approach. Phase 1 included the relocation of the existing sanitary sewer piping out of the slide zone using a horizontal drilling method, which was completed in July 2021. Phase 2 included the roadway section in the slide zone. After determining that reconstruction of the roadway was too costly, it was decided that the roadway would be abandoned to vehicular traffic. Phase 2 is currently under construction and work is anticipated to be completed in October 2022.

To further address the strategic and operational needs in the area of this landslide, on March 2, 2022, the City Commission authorized transfer of the real property located at 13776 Canyon Court to the City and vacated the Judgement Lien, that work is complete (labeled as Bartholomew below).

As staff continues to work through impacts of abandoning the roadway, it was determined there are two vacant properties along Trillium Park Drive that would need access to a public street. Staff reached out to the property owner of the two properties and learned that in October 2021, Clackamas County foreclosed on the two properties due to unpaid real property taxes. The two vacant, foreclosed properties are as noted below:

- 17314 Trillium Park Drive – 22E 32AC #5800 (labeled TL #5800)
- 17330 Trillium Park Drive – 22E 32AC #5900 (labeled TL #5900)

Clackamas County has Property Disposition Procedures that establish the procedure for sale, transfer, and administration of tax foreclosed and surplus County property. Based on that procedure, local municipalities can request a transfer of a property if the transfer meets the Transfer Objectives. Oregon City would be requesting the two foreclosed properties under the perpetual public use benefit transfer objective consistent with an adopted strategic plan, master plan, or other long-term management plan.

Acquiring these two vacant foreclosed properties will assist with the long-term management of the landslide area by removing the ability for a private property owner to acquire and develop these lots with a single-family home in an area that is susceptible to landslides. Acquisition removes the need to provide public street access to these two properties.

Staff believes that requesting transfer of these two vacant foreclosed properties to the City is in the best interest of the public. If these foreclosed properties are auctioned off, they could be developed with homes even though we know this area has geologic hazards.

Once the two properties are acquired, staff will return to City Commission to approve an open space easement or covenant over the entirety of the property. This will meet the perpetual public use component.

The Clackamas County property disposition procedures state that the cost for the properties includes reimbursing Clackamas County for actual cost of back taxes, penalties, required advertising, administrative costs. The preliminary estimate of that cost for these two properties is $13,887.00 (TL #5800 $6,927.60 and TL #5900 $6,959.40).

OPTIONS:

1. Authorize the City Manager to execute the documents and request a transfer of the two properties.
2. Authorize the City Manager to execute the documents and request a transfer of the two properties with specific modifications.
3. Deny the request for transfer. If the Commission chooses to deny the Agreement, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: $13,887

FY(s): FY 2023

Funding Source(s): Transportation Fund

CLACKAMAS COUNTY

BUSINESS & COMMUNITY SERVICES
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045
WWW.CLACKAMAS.US/BCS
SARAH ECKMAN, INTERIM DIRECTOR

February 2, 2022

City of Oregon City
Attention: John Burrell
625 Center Street
Oregon City, OR 97045

RE: Tax Foreclosed property located at Map # 22E32AC 05800 & 22E32AC 05900

Dear Mr. Burrell,

On October 18, 2021, Clackamas County recorded Deed # 2021-093160 transferring title of property, Map # 22E32AC 05800 and 22E32AC 05900, to Clackamas County. This transfer was ordered by the Clackamas County Circuit No. 19CV37131 at the request of the Clackamas County Tax Assessor for unpaid real property taxes. Please see the attached map with the property highlighted for your information.

Any requested transfers of Tax Foreclosed Property should anticipate reimbursing Clackamas County for actual cost of back taxes, penalties, required advertising, administrative costs and other as specified. The following are costs for these properties.

Map No. 22E32AC 05800

Taxes,	$6,033.78,
5% penalty	$ 301.69
Title Search fee	$ 200.00
Administrative Costs	$ 392.13
Total	**$6,927.60**

Map No. 22E32AC 05900

Taxes,	$6,033.78,
5% penalty	$ 301.69
Title Search fee	$ 230.00
Administrative Costs	$ 393.93
Total	~~**$6,957.60**~~ $6,959.40

Attached is a copy of 1) the Property Report, 2) the County Assessor's map, 3) the County's Policy and Procedures for the Sale, Transfer and Administration of Tax Foreclosed and Surplus County Property which includes the Attachment "B", the Transfer Objective.

If your department would like to request transfer of this property, please return the completed "Appendix "A","B" and "C" Forms" to our office to begin the transfer process.

If you have any questions, please me a call at 503-794-8013.

Sincerely,

Rachelle Bonsi

Rachelle Bonsi, Interim Property Agent Specialist
Clackamas County Property Disposition

APPENDIX "A"

REQUEST FOR TRANSFER OF TITLE TO PROPERTY

(A Separate Form Must Be Submitted For Each Parcel of Property Requested.)

This form is submitted pursuant to ORS 271.330, by a representative of the following governmental agency: City of Oregon City. This agency requests transfer of title to the following parcel of surplus property: 22E 32AC 05800.

Transfer of title to this property would help this agency pursue an adopted comprehensive, strategic or operational plan and serve a public purpose in the following manner (please attach formal documentation of the property use plan if available):

Portions of Trillium Park Drive have been experiencing a slow moving landslide since its construction in 1999. In 2017, during a period of intense precipitation the area experienced a landslide. This caused impacts to the utility infrastructure as well as required closure of the roadway. The city has repaired the utilities, and is working to abandon the roadway. Acquisition of these properties will further the plan to mitigate future landslide concerns.

If this request is approved, this agency is prepared to pay consideration for the parcel within six months of transfer. It is understood that:

1) If the requested parcel was obtained by the County through a tax foreclosure proceeding, the consideration will be equal to the amount of the actual costs totaling $ 6,927.60 as outlined by Property Disposition; **OR**
2) If the requested parcel was obtained by the County through deed, this agency offers $_____, as consideration.

The source for these funds will be: Transportation Fund

PLEASE PRINT OR TYPE:

Submitted by: Anthony J. Konkol, III
A Representative of: City of Oregon City
Mailing Address: PO Box 3040
Oregon City, OR 97045
Telephone Number: 503-657-0891

Date Submitted: _____ Signature: _____

Updated December 2011

APPENDIX "A"

REQUEST FOR TRANSFER OF TITLE TO PROPERTY

(A Separate Form Must Be Submitted For Each Parcel of Property Requested.)

This form is submitted pursuant to ORS 271.330, by a representative of the following governmental agency: City of Oregon City. This agency requests transfer of title to the following parcel of surplus property: 22E 32AC 05900.

Transfer of title to this property would help this agency pursue an adopted comprehensive, strategic or operational plan and serve a public purpose in the following manner (please attach formal documentation of the property use plan if available):

Portions of Trillium Park Drive have been experiencing a slow moving landslide since its construction in 1999. In 2017, during a period of intense precipitation the area experienced a landslide. This caused impacts to the utility infrastructure as well as required closure of the roadway. The city has repaired the utilities, and is working to abandon the roadway. Acquisition of these properties will further the plan to mitigate future landslide concerns.

If this request is approved, this agency is prepared to pay consideration for the parcel within six months of transfer. It is understood that:

1) If the requested parcel was obtained by the County through a tax foreclosure proceeding, the consideration will be equal to the amount of the actual costs totaling $ 6,959.40 as outlined by Property Disposition; **OR**
2) If the requested parcel was obtained by the County through deed, this agency offers $_____, as consideration.

The source for these funds will be: Transportation Fund

PLEASE PRINT OR TYPE:

Submitted by: Anthony J. Konkol, III
A Representative of: City of Oregon City
Mailing Address: PO Box 3040
Oregon City, OR 97045
Telephone Number: 503-657-0891

Date Submitted: _____ Signature: _____

Updated December 2011

APPENDIX "B"

REQUEST OF INTENT FOR SALE AND TRANSFER OF COUNTY SURPLUS REAL PROPERTY

(A Separate Form Must Be Submitted For Each Parcel of Property Requested).

This form is submitted pursuant to ORS 271.330, by a representative of the following governmental agency: City of Oregon City. This agency requests an intent of transfer of title to the following parcel of surplus property: 22E 22AC 05800 (Map Number).

Please provide a brief state of the intended public benefit use or need associated with the acquisition of this parcel.

Portions of Trillium Park Drive have been experiencing a slow moving landslide since its construction in 1999. In 2017, during a period of intense precipitation the area experienced a landslide. This caused impacts to the utility infrastructure as well as required closure of the roadway. The city has repaired the utilities, and is working to abandon the roadway. Acquisition of these properties will further the plan to mitigate future landslide concerns.

PLEASE PRINT OR TYPE:

Submitted by: Anthony J. Konkol, III
A Representative of: City of Oregon City
Mailing Address: PO Box 3040
Oregon City, OR 97045
Telephone Number: 503-657-0891

Date Submitted: _____ Signature: _____

APPENDIX "B"

REQUEST OF INTENT FOR SALE AND TRANSFER OF COUNTY SURPLUS REAL PROPERTY

(A Separate Form Must Be Submitted For Each Parcel of Property Requested).

This form is submitted pursuant to ORS 271.330, by a representative of the following governmental agency: City of Oregon City. This agency requests an intent of transfer of title to the following parcel of surplus property: 22E 22AC 05800 (Map Number).

Please provide a brief state of the intended public benefit use or need associated with the acquisition of this parcel.

Portions of Trillium Park Drive have been experiencing a slow moving landslide since its construction in 1999. In 2017, during a period of intense precipitation the area experienced a landslide. This caused impacts to the utility infrastructure as well as required closure of the roadway. The city has repaired the utilities, and is working to abandon the roadway. Acquisition of these properties will further the plan to mitigate future landslide concerns.

PLEASE PRINT OR TYPE:

Submitted by: Anthony J. Konkol, III
A Representative of: City of Oregon City
Mailing Address: PO Box 3040
Oregon City, OR 97045
Telephone Number: 503-657-0891

Date Submitted: _____ Signature: _____

APPENDIX "C"

REQUEST FOR SALE AND TRANSFER OF COUNTY SURPLUS REAL PROPERTY

(A Separate Form Must Be Submitted For Each Parcel of Property Requested).

This form is submitted pursuant to ORS 271.330, by a representative of the following governmental agency: City of Oregon City. This agency requests transfer of title to the following parcel of surplus property: 22E 32AC 05800 (Map Number).

Transfer of title to this property is necessary to help this agency pursue an adopted comprehensive, strategic or operational plan and serve a public benefit in the following manner (please attach formal documentation of the property use plan if available as well as list out any additional agency owned parcels that will benefit from the acquisition of this parcel).

Portions of Trillium Park Drive have been experiencing a slow moving landslide since its construction in 1999. In 2017, during a period of intense precipitation the area experienced a landslide. This caused impacts to the utility infrastructure as well as required closure of the roadway. The city has repaired the utilities, and is working to abandon the roadway. Acquisition of these properties will further the plan to mitigate future landslide concerns.

Upon approval of the Request for Transfer by the Board of County Commissioners, this agency is prepared to pay a consideration for the parcel at the time of transfer. It is understood that:

1) If the request parcel was obtained by the County through a tax foreclosure proceeding, the consideration will be equal to the amount of the actual back taxes owing, plus accrued interest and any direct/indirect costs associated with the parcel as detailed by Property Disposition Division for costs totaling $ $6,927.60

The source for these funds will be: Transportation Fund (already approved grant funds, reserve, general fund, etc.).

PLEASE PRINT OR TYPE:

Submitted by: Anthony J. Konkol, III
A Representative of: City of Oregon City
Mailing Address: PO Box 3040
Oregon City, OR 97045
Telephone Number: 503-657-0891

Date Submitted: _____ Signature: _____

APPENDIX "C"

REQUEST FOR SALE AND TRANSFER OF COUNTY SURPLUS REAL PROPERTY

(A Separate Form Must Be Submitted For Each Parcel of Property Requested).

This form is submitted pursuant to ORS 271.330, by a representative of the following governmental agency: City of Oregon City. This agency requests transfer of title to the following parcel of surplus property: 22E 32AC 05900 (Map Number).

Transfer of title to this property is necessary to help this agency pursue an adopted comprehensive, strategic or operational plan and serve a public benefit in the following manner (please attach formal documentation of the property use plan if available as well as list out any additional agency owned parcels that will benefit from the acquisition of this parcel).

Portions of Trillium Park Drive have been experiencing a slow moving landslide since its construction in 1999. In 2017, during a period of intense precipitation the area experienced a landslide. This caused impacts to the utility infrastructure as well as required closure of the roadway. The city has repaired the utilities, and is working to abandon the roadway. Acquisition of these properties will further the plan to mitigate future landslide concerns.

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1) If the request parcel was obtained by the County through a tax foreclosure proceeding, the consideration will be equal to the amount of the actual back taxes owing, plus accrued interest and any direct/indirect costs associated with the parcel as detailed by Property Disposition Division for costs totaling $ 6,959.40

The source for these funds will be: Transportation Fund (already approved grant funds, reserve, general fund, etc.).

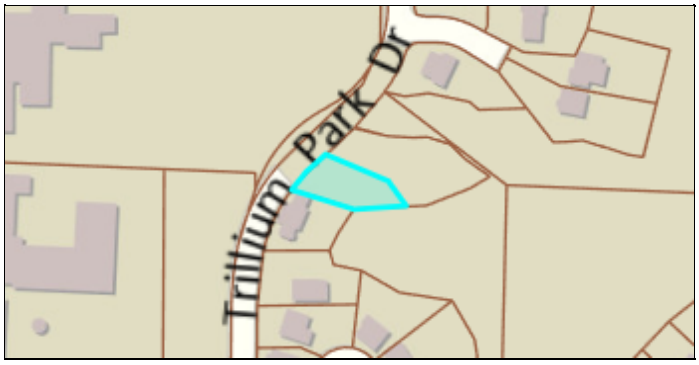
PLEASE PRINT OR TYPE:

Submitted by: Anthony J. Konkol, III
A Representative of: City of Oregon City
Mailing Address: PO Box 3040
Oregon City, OR 97045
Telephone Number: 503-657-0891

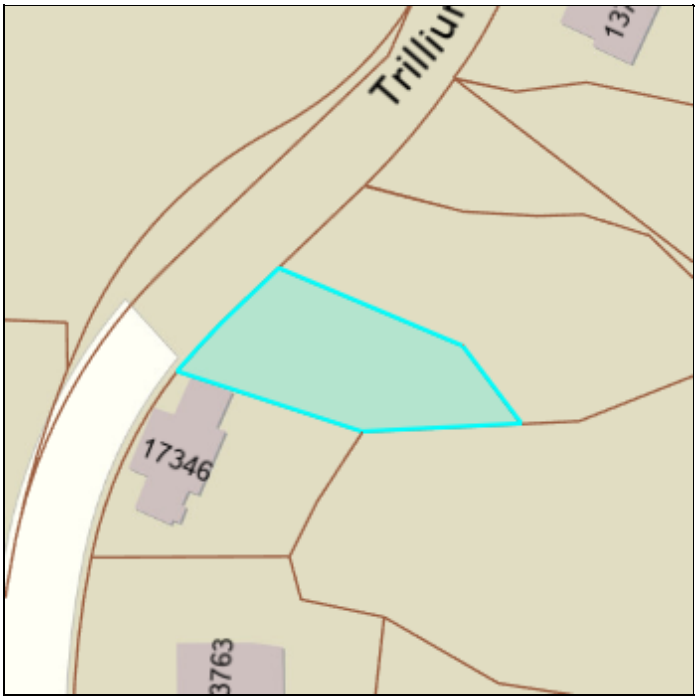
Date Submitted: _____ Signature: _____

Taxlot Detail Report

Taxlot: 2-2E-32AC-



Overview Map



Taxlot highlighted in blue

Taxlot Information

APN: 2-2E-32AC-05900
Alt ID: 01833243
Site Address: 17330 TRILLIUM PARK DR
OREGON CITY, OR 97045
Year Built: Unknown or not recorded

In City? Y
In UGB? Y

Taxpayer Information

Taxpayer: CLACKAMAS COUNTY
Address: 150 BEAVERCREEK RD
OREGON CITY, OR 97045

Reference Information

Parcel Area (GIS - acres): 0.19
Parcel Area (GIS - sq. ft.): 8,203
Twn/Rng/Sec: 2S 2E 32
Tax Map Reference: 22E32AC (03_2s2e32ac)

Values

Import Date: 08/24/2022
Land Value (Mkt): $149,270
Building Value (Mkt): $0
Total Value (Mkt): $149,270
Note: the values above are Market, NOT Assessed values.
Assessed Value: $72,026
Exempt Amount: $0

Planning Designations

Zoning: R-10
Comprehensive Plan: LR
Subdivision: (3458) TRILLIUM PARK NO. 3
PUD (if known): PD93-01
Partition Plat:: N/A
Neighborhood Assn: MCLOUGHLIN
Urban Renewal District: N/A
Concept Plan: N/A
Historic District: N/A
Historic Designation: N/A

In Willamette Greenway? N
In Geologic Hazard? Y
In High Water Table Area? N
In Nat. Res. Ovl. Dist. (NROD)? Y
In 1996/FEMA 100 Yr. Floodplain? N
In FEMA Floodway? N
In SDC Discount Area? N
In Thayer Pond Fee Area? N
In Bvrcrk. Rd Access Plan Area? N
In Barlow Trail Corridor? N
In Enterprise Zone? N
In Vertical Housing Dev. Zone? N
In Opportunity Zone? Y

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.

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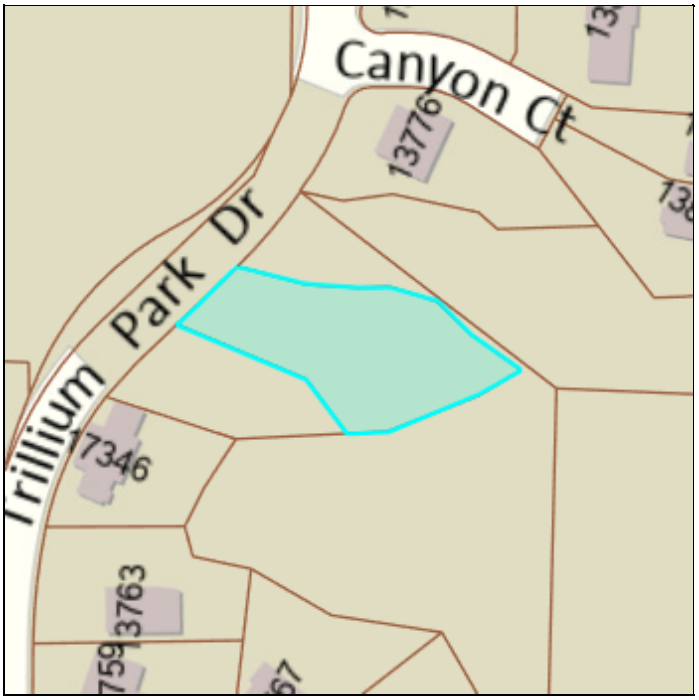
City of Oregon City
P.O. Box 3040
625 Center St
Oregon City, OR 97045
(503) 657-0891
www.orcity.org

Taxlot Detail Report

Taxlot: 2-2E-32AC-

Overview Map



Taxlot highlighted in blue

Taxlot Information

APN: 2-2E-32AC-05800
Alt ID: 01833234
Site Address: 17314 TRILLIUM PARK DR
OREGON CITY, OR 97045
Year Built: Unknown or not recorded

In City? Y
In UGB? Y

Taxpayer Information

Taxpayer: CLACKAMAS COUNTY
Address: 150 BEAVERCREEK RD
OREGON CITY, OR 97045

Reference Information

Parcel Area (GIS - acres): 0.37
Parcel Area (GIS - sq. ft.): 16,322
Twn/Rng/Sec: 2S 2E 32
Tax Map Reference: 22E32AC (03_2s2e32ac)

Values

Import Date: 08/24/2022
Land Value (Mkt): $149,270
Building Value (Mkt): $0
Total Value (Mkt): $149,270
Note: the values above are Market, NOT Assessed values.
Assessed Value: $72,026
Exempt Amount: $0

Planning Designations

Zoning: R-10
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PUD (if known): PD93-01
Partition Plat:: N/A
Neighborhood Assn: MCLOUGHLIN
Urban Renewal District: N/A
Concept Plan: N/A
Historic District: N/A
Historic Designation: N/A

In Willamette Greenway? N
In Geologic Hazard? Y
In High Water Table Area? N
In Nat. Res. Ovl. Dist. (NROD)? Y
In 1996/FEMA 100 Yr. Floodplain? N
In FEMA Floodway? N
In SDC Discount Area? N
In Thayer Pond Fee Area? N
In Bvrcrk. Rd Access Plan Area? N
In Barlow Trail Corridor? N
In Enterprise Zone? N
In Vertical Housing Dev. Zone? N
In Opportunity Zone? Y

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.

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

CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** 10/05/2022

From: Aquilla Hurd-Ravich, Community Development Director

SUBJECT:

City Tree Removal located at Henrici Reservoir, 16025 S Henrici Road

STAFF RECOMMENDATION:

Consider the application and approve removal of a city tree for site improvements to the Henrici Reservoir

EXECUTIVE SUMMARY:

Oregon City Public Works submitted an application for tree removal of a Douglas Fir located on the Henrici Reservoir site, 16025 S Henrici Road. The tree is approximately 46” DBH and is in fair structural condition. On-site rehabilitation of the water storage reservoir would require extensive root cutting of the tree and create a situation where the tree was at a significant increased risk of failure. City-initiated tree removal of trees greater than 40” DBH requires City Commission approval.

BACKGROUND:

Effective December 4, 2020, the City Commission passed Resolution No. 20-33, which adopted a policy for additional permitting, notification and other requirements for removal of significant city trees. This policy applies to removal of trees on city-owned land or any tree removal by city staff in addition to existing tree removal permit requirements. The policy is triggered when trees over a certain diameter are proposed for removal. City-initiated tree removal of trees greater than 40” DBH requires City Commission approval.

Oregon City Public Works submitted an application for tree removal of a Douglas Fir located on 16025 S Henrici Road, property owned by the City of Oregon City within unincorporated Clackamas County. The tree is approximately 46” DBH.

The applicant has submitted an arborist report and alternatives memorandum from Integrated Arboricultural Solutions. The arborist report identifies that the tree is in good health and fair structural condition. The alternatives memorandum identifies root cutting as an alternative to removal, however, this method is not recommended as the injury to the root zone would increase the likelihood of failure. The arborist report concludes that removal of the tree is recommended due to the proximity to critical infrastructure and the increase of risk that root cutting would cause. The applicant has proposed a fee-in-lieu of replanting in order to mitigate the removal of the tree.

All required application materials have been submitted, and public notice was provided in accordance with the City's policy for removal of significant public trees. Planning staff will process the City Staff Application for Removal of Significant Public Trees and the Street Tree Removal application subsequent to the City Commission's determination and the end of the public comment period at 4:00 PM on October 5, 2022.

OPTIONS:

1. Approve the removal of a 46" DBH Douglas Fir located at 16025 S Henrici Road.
2. Do not approve the removal of a 46" DBH Douglas Fir located at 16025 S Henrici Road.

OREGON CITY

Planning Division

695 Warner Parrott Road | Oregon City OR 97045
Ph (503) 722-3789 | Fax (503) 722-3880

City Staff Application for Removal of Significant Public Trees

Please complete this packet and attach all required application materials. If any section of the application form is incomplete, the application will be returned.

This section to be completed by staff only:

Reviewed By: Molly Gaughran Date: 9/9/2022 Associated Permit #: TREE-22-00065

[X] Tree Removal Subject to Public Tree Removal Policy [ ] Tree Removal Exempt from Public Tree Removal Policy

Pursuant to City Commission Resolution No. 20-33 (Effective 12/04/2020)

Please use this form is for tree removal on City-owned property, Urban Renewal owned property, City-initiated tree removal within the public right-of-way to determine whether or not the City's public tree removal policy applies to the proposed tree removal. The purpose of this review is to reduce unnecessary tree removal by the City and provide public notification and other best practices when such removal occurs.

Applicant Name: JOAN BURRELL Department: OREGON CITY PUBLIC WORKS

Phone: 971-204-4623 Email: jburrell@orcity.org

Address or Map and Tax Lot: 16025 S. HENRICI ROAD 3-2E-14B-01801

1. Permits Required

Depending on the location of the trees proposed to be removed, additional permits are required. Please complete and attach the additional forms required.

Location of Tree(s) Proposed to be Removed:

[X] City-owned property or Urban Renewal owned property
In addition to this form, please complete and attach a Type I Site Plan and Design Review Main Application, and Addendum 4b for Tree Removal.

[ ] Public Right-of-Way
In addition to this form, please complete and attach a Street Tree Removal permit application form.

Staff Only
Have required permit applications been submitted?
[ ] Yes [ ] No

2. Applicability of Public Tree Removal Policy

Please identify the number of trees being removed which meet the size requirements listed. If the trees being removed are smaller than the sizes listed in the table below, please continue to the Section 3 (Exemptions).

Tree Species	Threshold (D.B.H)*	Actual D.B.H.	# of Trees Being Removed
Oregon White Oak (Quercus garrayana)	8"+		
Douglas Fir (Pseudotsuga menziesii)	18"+	46"/30"/36"	3
Western Red Cedar (Thuja plicata)	12"+		
Ponderosa Pine (Pinus ponderosa)	12"+		
Western Yew (Taxus brevifolia)	6"+		
Pacific Dogwood (Cornus nuttallii)	5"+		
Coastal Redwood (Sequoia sempervirens)	12"+		
Giant Sequoia (Sequoiadendron giganteum)	12"+		
Pacific Madrone (Arbutus menziesii)	5"+		
Other deciduous tree species	20"+		
Other evergreen trees	18"+		

**D.B.H. = Diameter at Breast Height = 4.5 feet above ground.*

3. Exemptions

Please identify if any of the following exemptions apply to the proposed tree removal.

- ☐ The trees are smaller than the minimum D.B.H. identified in the table above.
- ☐ The trees are within a habitat restoration area. Please note the habitat restoration project must have been approved by the Planning Division through the appropriate land use process.
- ☐ The trees are within or abutting water quality facilities.
- ☐ The trees are on the Oregon City Nuisance Plant List or otherwise classified as invasive or problem species in the region.
- ☐ The trees are imminent hazard trees. Imminent hazard trees, as defined in OCMC 17.04.1370 may be removed without notification before a permit is obtained due to the necessity to respond to the hazard and restore public safety as soon as possible. Examples include if the tree has fallen across the roadway or if it is leaning significantly due to a heavy windstorm and likely to fall within the next 72 hours, or when a tree is damaged by a vehicle collision. A determination of imminent hazard is made in the field by the City of Oregon City Public Works, or emergency personnel, a forester, or a certified arborist. **Permits shall be obtained after the imminent hazard has been removed and any applicable replacement requirements shall be followed.** The responding personnel shall provide details of the tree species, size and condition to the extent practicable. Photos and documentation of the hazardous conditions shall be provided with the permit application for tree removal to verify the tree was hazardous, but arborist reports are not required.

17.04.1370 - Tree, imminent hazard.

"Imminent hazard tree" means a hazardous tree as defined in OCMC 12.32.020, all or more than thirty percent of which has already fallen or is estimated to fall within seventy-two hours into the public right-of-way or onto a target that cannot be protected, restricted, moved, or removed.

If the proposed tree removal is exempt from the public tree removal policy in accordance with one of the exemptions above, you have completed the worksheet. If the proposed tree removal is not exempt, please proceed to Consideration of Alternatives to Tree Removal.

Staff Only

Is the project exempt from the public tree removal policy?

Yes ☐ No ☒ Initial MG

If the project is not exempt, please continue the form.

4. Consideration of Alternatives to Tree Removal: Initial Documentation

The department requesting removal shall document the tree location, size, and species (if known), the reason for the proposed removal, and alternatives considered in a written justification memo. The memorandum must contain an analysis of alternatives to removal, which may include one or more of the following methods:

- Root pruning
- Canopy pruning
- Changing the location of existing or proposed structures and public utilities
- Other alternatives as applicable.

Following analysis of alternatives the memo shall include a recommended course of action, which takes into account the alternatives considered and whether the alternative is / is not feasible, and why.

Please attach the alternatives analysis in a separate memo or complete the following:

Tree Location (Include Map): 16025 S. HENRICI ROAD 3-2E-14B-01801

Size: #101 = 46" DBH; #102 = 38" DBH; #103 = 36" DBH

Species: DOUGLAS FIR

Reason for Removal: WATER STORAGE RESERVOIR REHABILITATION WORK INCLUDING NEW VAULT AND PIPE IN ROOT ZONE OF TREES

Alternatives to Removal and Rough Cost Estimate:

Alternative #1:

Alternative #2:

Alternative #3:

Conclusions/Recommended Course of Action:

Although the condition of the trees is good, removal is recommended. The potential root cutting required to excavate the trench to design specifications is not advisable. The proximity is extremely close to the trunk of the tree on trees 101 and 102. In the event tree 103 was able to be retained, the increase in wind load as a result of the loss of 101 and 102 would place the tree at an increased risk as well and removal would be recommended

Name of Staff who Completed Analysis: Arborist Report -Chris Whitman

5. Consideration of Alternatives to Tree Removal: Third Party Review

The above will be reviewed by a department manager, who will send the memo to a third party (an arborist or a staff assessment team) for review. The department may choose to send the justification memo to either:

- Option #1: A Certified Arborist (Required for Trees over 40" D.B.H.)
- Option #2: Staff Assessment (A minimum of 2 Public Works/Parks staff members and 1 from Planning)

Please identify all of the third-party reviewers, who have reviewed the justification memo, and submit their written conclusions.

☒ Certified Arborist Name: CHRIS WHITMAN Certification #: WE-10291-BU

☐ Staff Assessment Team

Name _____ Department _____

Name _____ Department _____

Name _____ Department _____

Has the third-party reviewers' written conclusion memo been submitted? ☒ Yes ☐ No

Staff Only
Have all required memos been submitted? ☒ Yes ☐ No Initial MG

6. Public Notice

The following public notices are required and will be prepared by Planning staff:

- Physical Notice

A physical notice is required to be posted on the tree proposed for removal for a minimum of 14 calendar days. This period is intended to provide an opportunity for the public to contact the applicant with questions and comments about the proposed tree removal. Notices shall be provided by the Planning Division on 8.5 X 11 laminated paper with the words "NOTICE OF PROPOSED TREE REMOVAL" in bold, 48-point font and the website where the public may download the permits, arborist reports and associated documentation. Notices shall be tied to the tree with twine or wire. No screws or nails shall be used. The notice will be created by the Planning Division, but will be placed and monitored by the department proposing removal.

- Email Transmittal

Staff will send email transmittal to affected departments and agencies requesting comment on the proposed tree removal.

- City Manager Review

If there remain unresolved questions or concerns regarding the proposed tree removal after the public notice, the removal shall be referred to the City Manager for further review. The City Manager may decide to move forward with the tree removal or cease the tree removal process.

Staff Only

Date Notice Posted on Website: 9/9/22

Affidavit Submitted: [X] Yes [ ] No

Email Transmittal Sent Out: [X] Yes [ ] No

Comment Period Deadline: 9/26/2022 by 4PM

City Manager Review Required? [ ] Yes [ ] No

7. Additional Requirements

Reuse/Repurposing of Wood

Trees proposed for removal which are subject to this policy, free from infestation, and 25 inches D.B.H. or greater, shall be repurposed for use by the City and/or public if feasible. Depending on the quality of the wood, it may be utilized for environmental enhancement, furniture or crafts. The Natural Resources Committee recommends that in natural areas and next to streams, leaving large woody debris in place may help to improve fish and wildlife habitat, and that the use of wood for firewood should be allowed only if the wood cannot be repurposed any other way (e.g. cottonwood).

Does the proposed tree removal include removal of trees greater than 25 inches DBH which are free from infestation? [X] Yes [ ] No

Is reuse/repurposing of wood proposed? [X] Yes [ ] No

If yes, please explain how the wood would be reused or repurposed: WOOD WILL BE MADE AVAILABLE FOR PUBLIC REUSE - FURNITURE/CRAFTS/FIRE WOOD.

Staff Only

Reuse of Wood Approved? [X] Yes [ ] No Initial MG

City Commission Hearing

Trees greater than 40" D.B.H. shall be placed on a City Commission consent agenda and notification will be sent to the Natural Resources Committee, Parks and Recreation Committee, and the Transportation Advisory Committee. The City Commission may decide to move forward with the tree removal or cease the tree removal process.

Does the proposed tree removal include removal of trees greater than 40 inches DBH? [X] Yes [ ] No

Staff Only

City Commission hearing required? [X] Yes [ ] No Initial MG

Large Tree Mitigation

Trees proposed for removal that are 50 inches or greater D.B.H. shall be mitigated with tree plantings within the city limits. No fee-in-lieu is allowed.

Does the proposed tree removal include removal of trees greater than 50 inches DBH? ☐ Yes ☒ No

Are all mitigation trees proposed to be planted within city limits? ☒ Yes ☐ No

Is fee-in-lieu of planting mitigation trees proposed? ☒ Yes ☐ No

Staff Only

Approved? ☒ Yes ☐ No Initial MG

Arborist Report

Prepared for

The City of Oregon City

16025 S Henrici Rd.

Oregon City, Oregon 97045

Prepared by Chris Whitman

BCMA WE-10291BU, TRAQ

Member, ASCA

July 11, 2022

Integrated Arboricultural Solutions

PO Box 68012 Portland, Oregon 97267

(971) 335-1414

chris@integratedarbsolutions.com

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Executive Summary

An assessment of 3 mature Douglas Fir trees prior to excavation and installation of a new water line revealed root presence in the excavation area. No feasible mitigation measures are available to compensate for the root injury or removal. Removal of the trees is recommended to mitigate risk associated with probable failure of the trees due to root removal.

Introduction

Background and History

I was contacted by John Burrell, Project Manager, regarding an assessment of three Douglas Fir (*Pseudotsuga menziesii*) at the Henrici Reservoir site. Relevant information regarding the trees and a brief history were provided to me during a meeting to determine the scope and an on site assessment was conducted on Friday July 1, 2022. The findings of my assessment are included in this report.

Assignment

The assignment is as follows:

1. Assess the general health and stability of the trees in consideration of excavation and construction description provided..

Limits of Assignment

My observations in this report have been limited to ground level assessment. Information gathered was based solely upon my site inspection made July 1, 2022 as well as any information provided to me by the City of Oregon City and its representatives. No advanced testing of trees was conducted to determine exact root location. My recommendations are based solely on visual inspection and known species profiles.

Use and Purpose of Report

This report is intended for use by the City of Oregon City in order to make informed decisions regarding the retention of the trees and the relative risks associated. This report may be disseminated to additional parties as required or requested including but not limited to public agencies as supporting evidence for a tree removal permit.

Observations

Tools and Methods Used

Tools used to aid my diagnosis and make my assessment include the following:

1. Diameter Tape
2. Trimble R1 GNSS/GPS Receiver paired to Apple iPad
3. ArcGIS FieldMaps

Site Description

The trees are located on an industrial use site with a single access road. The property is flanked on two sides by open fields, a forested tract to the north, and residential development to the west. Additional trees are dispersed around the site however the assessed trees are the tallest present. The trees are located to the north of a large steel holding tank. Construction is to take place from the vault near the tank proceeding north through the trees into the adjacent property. An open trench is to be dug, trench shoring installed, and a 24 inch water line is to be installed.

Subject Trees

Tree #	Species	"DBH	Health Rating	Structure Rating	Canopy Diameter (ft)	Retain	Development Area	Invasive List	Construction Tolerance	RPZ (ft. Dia.)
101	D. Fir	46	4	3	45	N	Y	N	2	92
102	D. Fir	38	4	3	40	N	Y	N	2	76
103	D. Fir	36	4	3	40	N	Y	N	2	72

Health and Structure Rating Legend:

1=Very Poor - 2=Poor - 3=Fair - 4=Good - 5=Excellent - D=Dead

Construction Tolerance Rating Legend

1=Very Poor - 2=Poor - 3=Fair - 4=Good - 5=Excellent

Testing and Analysis

All observations were made from ground level. Diameter was determined by taking measurements with a diameter tape at 4.5 feet above grade. Tree location and geographical information was recorded using ArcGIS FieldMaps paired with a Trimble R1 Sub-Meter GNSS receiver. The device was calibrated prior to use and has a margin of accuracy around 24 inches.

Discussion

Trees 101, 102, and 103 were all found to be within three to nine feet of the proposed trench. While root pruning or other mitigation such as directional boring are often able to prevent tree removal, the design specifications preclude use of such equipment. Douglas Fir (*P. menziesii*) is normally tolerant of some impact to roots. Compaction and removal of large diameter roots are frequently observed as major factors contributing to tree mortality resulting from construction. The root system of Douglas Fir (*P. menziesii*) is primarily composed of 6-8 larger diameter lateral roots and a mass of smaller absorbing roots and sinking roots. Because the stability of the tree relies on the function of the lateral roots, injury to roots within the dripline of the tree increases the likelihood of failure. This is accentuated in trees on the edge of a natural stand or those that stand singly. Trees 101-103 were found to stand singly on the property and appear subject to the full force of common prevailing winds. Because of this and their proximity to critical infrastructure, root cutting in the excavation area is not advisable and would create a situation where the trees were at a significantly increased risk of failure.

Conclusion

Although the condition of the trees is good, removal is recommended. The potential root cutting required to excavate the trench to design specifications is not advisable. The proximity is extremely close to the trunk of the tree on trees 101 and 102. In the event tree 103 was able to be retained, the increase in wind load as a result of the loss of 101 and 102 would place the tree at an increased risk as well and removal would be recommended.

Recommendations

1. Remove trees 101-103 and replant in an alternate location on the site that is clear of structures and future development.

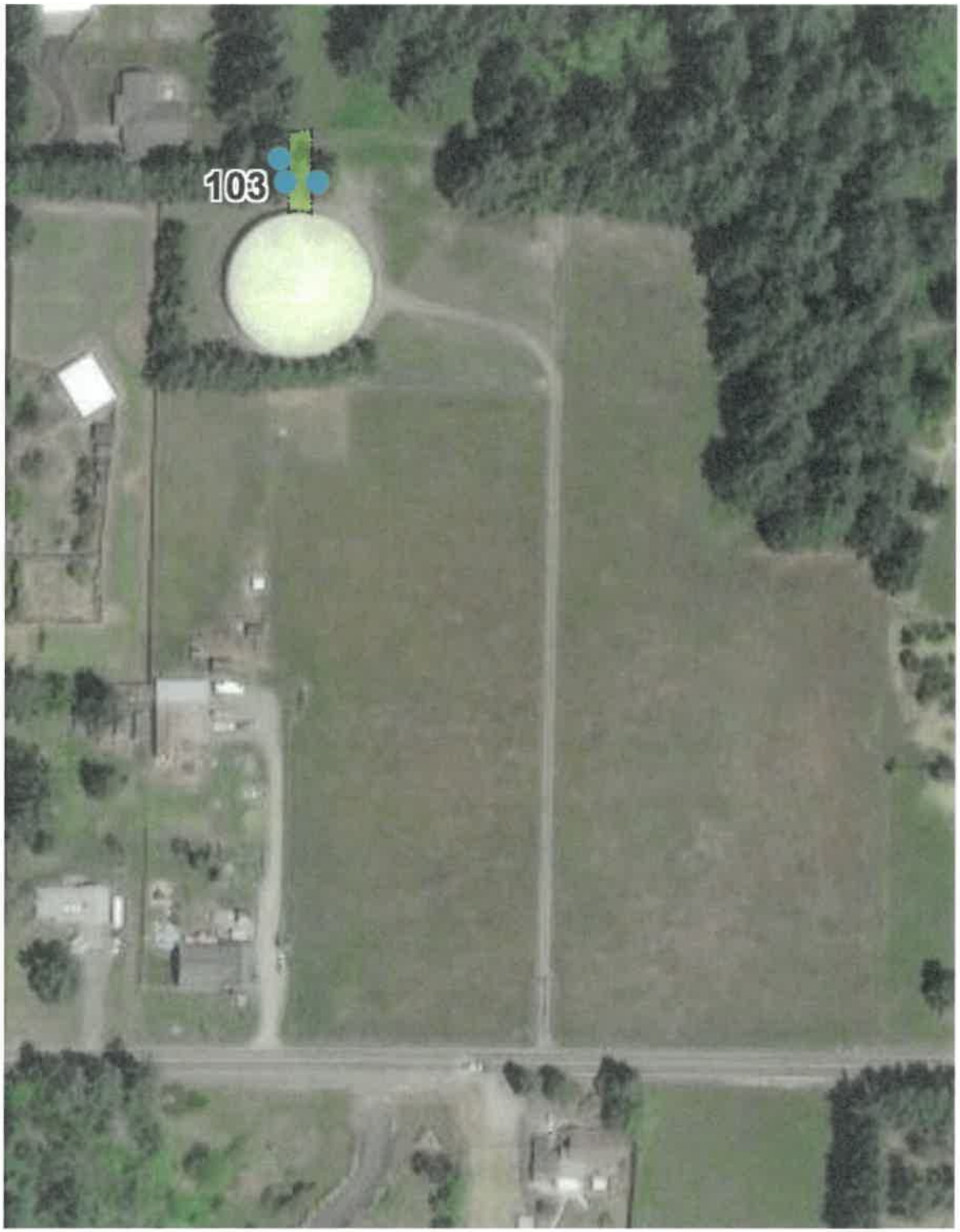
I certify the information provided in this report is true and accurate to the best of my knowledge based on the facts provided to me, the information collected by me and the Limitations of Assignment listed above.

Name: Chris Whitman Title: Board Certified Master Arborist (WE-10291-BU)

Signature: Date: July 11, 2022

Supporting Materials

Appendix A - Overhead Map



Appendix B - Photos

Fig. 1- Trees 101-103 viewed facing west.

Fig. 2- Trees 101-103 viewed facing north with the excavation area in the center.

Fig. 3- Trees 101-103 viewed facing \ south.

Appendix C - Assumptions and Limiting Conditions

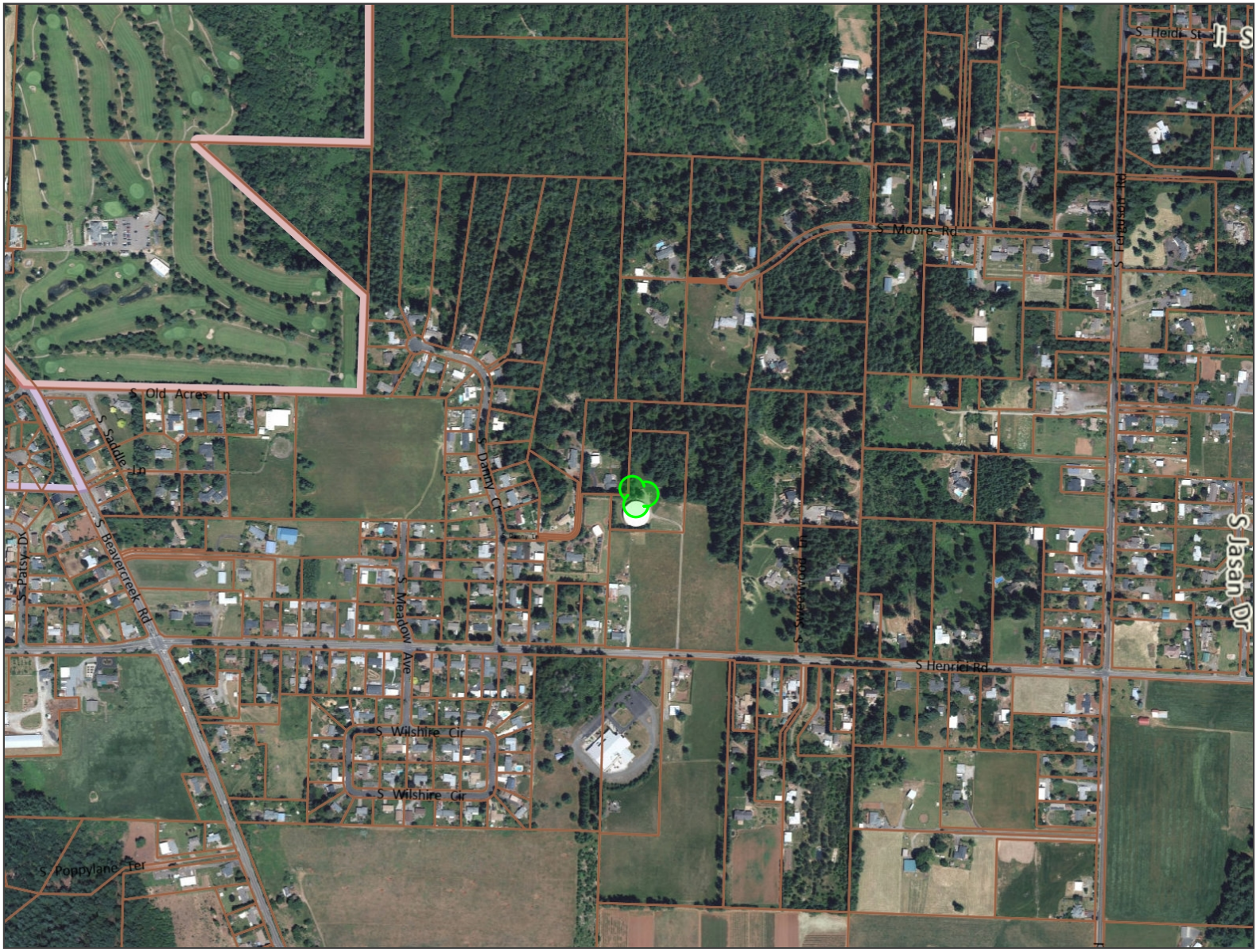
Knowledge in this matter is limited to arboriculture. This report is not intended to be legal advice. I do not and cannot guarantee the safety, health, or condition of the subject trees. No warranty or guarantee is expressed or implied. The trees in this report are subject to nature and forces beyond human control. There can be no guarantee that problems or deficiencies may not arise in the future.

Arborists are experts who use their knowledge, education, training, and experience to examine trees, recommend measures to enhance them, provide guidance, and attempt to mitigate the risk of living trees. The client is ultimately responsible for choosing whether to accept or disregard the recommendations of the arborist, or to seek additional advice.

Arborists cannot detect every condition that could possibly lead to structural failure of a tree. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. It is presumed that all of the historical information and data provided to me regarding the project and the trees is factual. If any information is later revealed to be false or inaccurate, the findings and valuations in this report may be invalidated. Trees can be managed, but they cannot be controlled. To live near trees is to accept some degree of risk. The only way to eliminate all risks associated with trees is to eliminate all trees.

This report is for the exclusive use of the client. No other use is authorized under the signed Consulting Agreement. The client may not distribute or convey this report or the included recommendations to any other person or organization other than those identified in the assignment description without Consultant's written authorization.

Oregon City GIS Map



Legend

- Street Names
- Taxlots
- Taxlots Outside UGB
- Unimproved ROW
- City Limits
- UGB
- Basemap
- Approximate Site Location

Notes

Overview Map

0 800 1,600 Feet

1: 9,600

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 9/9/2022

Henrici Reservoir Tree Removal Vicinity (TREE-22-00065)

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

CITY OF OREGON CITY
CITY COMMISSION WORK SESSION
DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, April 12, 2022 at 6:00 PM

CONVENE WORK SESSION AND ROLL CALL

Mayor Rachel Lyles Smith called the meeting to order at 6:02 PM.

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

STAFFERS: 10 - City Manager Tony Konkol, City Recorder Jakob Wiley, Interim Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Economic Development Director James Graham, Assistant to the City Manager Lisa Oreskovich, Police Chief James Band, Finance Director Matt Zook, Library Director Greg Williams, Public Works Director John Lewis, Human Resources Director Patrick Foiles, Tourism Program Manager Daniel Gering

FUTURE AGENDA ITEMS

1. List of Future Work Session Agenda Items

Mayor Lyles Smith noted that Tony Konkol, City Manager, placed sidewalk replacement and street tree review agenda items on the May 10, 2022 work session agenda.

DISCUSSION ITEMS

2. Review Draft Goals and Policies for OC2040 Comprehensive Plan

Aquilla Hurd-Ravich, Community Development Director, reviewed additional materials for the OC2040 Comprehensive Plan. She noted that the primary goal of tonight's meeting was to review and refine draft goal and policy language.

The word "policies" in the header of all goals was changed to "strategies."

Commissioner Smith asked about Goal 2, Section C and whether the city had previously facilitated historic preservation. He opined that the line item may be hypocritical. Commissioner McGriff disagreed with his opinion but suggested that the line item would be a good goal to aspire to either way.

Under Goal 3's introductory statement, Commissioner Marl suggested replacing the word "feel safe" with "are safe."

The Commissioners continued going through the draft goals and providing suggestions in each section.

3. Presentation Regarding FCS Rate/SDC Benchmarking Study

John Ghilarducci, FCS Consultants, provided a presentation on the rate study for system development charges (SDC) and the data used to develop the pricing.

Mayor Lyles Smith shared concerns that the SDC rate in Oregon City was high and may be prohibitive to future economic development and housing affordability. She asked if SDC rates would remain stable or might be reduced in the future.

Mr. Konkol explained that Oregon City SDC rates had previously been historically low. He mentioned cities (such as Beaverton) that have special SDC rates that vary from a base SDC rate. He also mentioned that dropping SDC rates for housing would likely not influence home prices determined by market conditions.

Mayor Lyles Smith wondered if small reductions in SDC rates could be made to assist with economic development or affordable housing. Commissioner Marl suggested implementing strategies of House Bill 2001 (HB 2001) to assist in affordable housing.

Mr. Konkol asked about next steps. Commissioner Marl asked that the SDC study be revisited following Oregon's Housing and Community Services Development study. Mayor Lyles Smith suggested revisiting the study in tandem with economic development issues.

4. Special Event Process Revisions

Jonathan Waverly, Parks and Cemetery Maintenance Manager, provided a presentation on the special event permitting process and a work plan for recommendations and improvements.

Mayor Lyles Smith asked how residency for people making reservations would be determined. Mr. Reid responded that residency would be determined by the address provided in the applicant's application. Commissioner McGriff observed that not all Oregon City addresses fall within city limits.

Commissioner O'Donnell shared concerns about the survey sample size used in the presentation. Mr. Reid confirmed that future park applications will include a survey option, allowing the department to gather information and adjust services over time.

Commissioner O'Donnell asked about public transparency with park charges. Mr. Reid indicated that fees for service (including a refundable charge for damages) would be included in the park application.

Commissioner O'Donnell asked if there would be an online option to book park rentals. Mr. Reid indicated that once registration software was available there would be an option to book rentals online. Mr. Reid confirmed that telephone and in-person registration would continue to be options.

Commissioner Smith confirmed with Mr. Reid that "park rentals" was the new term for "special events."

Commissioner Smith said he had concerns with building rentals in addition to park rentals. Mr. Reid replied that updates to park rentals (including the online registration option) would be made available to building rentals. Commissioner Smith asked that park rentals be reviewed in tandem with building rentals since there is overlap between the two, especially for large events.

Commissioner Smith also shared concern with the park registration categories of resident and non-resident since the city's economic development plan (for special events) categorizes applicants as for-profit and non-profit agencies. He shared concern that the application process would not be streamlined in the case of a special event that includes a park rental. Mr. Reid replied that city-sponsored events would entail a different application process than park rentals. Mr. Reid stated that Economic Development Director James Graham would discuss the process for a park rental that fell under the umbrella of a City-sponsored event. Commissioner Smith shared his concern that not all large events are city-sponsored, and that the application process to rent both a building and a park in the case of a large event should be streamlined.

Commissioner Smith asked that the fee schedule be clearer about being able to host an alcoholic event at Clackamette Park.

Commissioner Smith asked a follow up question about including a distinction between for-profit and non-profit park rental applicants. Mr. Reid stated that the commission previously passed an ordinance to preclude a distinction between agency types since most park rental applicants are non-profit agencies. Commissioner Smith opined that for-profit groups should reimburse the city for park rental expenses.

Commissioner Smith asked to see line-item charges in the fee schedule for things such as barricades and porta-potty or portable toilet rentals. Mr. Reid replied that porta-potty rentals were subsidized and therefore not included in the fee schedule.

Mayor Lyles Smith asked to see a final fee schedule and suggested that maintaining just a distinction between resident and non-resident applicants would make it easier to implement the park rental policy.

5. City-Sponsored Special Event Program

James Graham, Economic Development Manager, gave a presentation on city-sponsored special events.

Mayor Lyles Smith asked for clarification on the distinction between for-profit and non-profit organizations. Mr. Graham said there were no fee or application differences between the groups and agreed that the distinction should be removed for clarity.

Mayor Lyles Smith suggested that excluding political and religious events may be problematic due to the varying definitions of the terms.

Commissioner O'Donnell asked about the length of the application process due to the number of signatures required. Mr. Graham said that departments would meet at the same time to review applications.

Commissioner Smith requested a process outline for an organization that wanted to rent both a park and a facility. Mr. Graham indicated that a city-sponsored event would begin its application process with the tourism department.

Commissioner McGriff asked if a survey had been conducted with previous event organizers to inform the new event procedure. Mr. Graham indicated that a formal survey had not been conducted.

Commissioner McGriff suggested changing the event title from city-sponsored to city-supported, since the former implies that the city is the event organizer. She commented that the terms "well-organized" and "well-publicized" were subjective.

Commissioner Smith requested that a plan be created to implement community events for the coming summer. Mr. Graham suggested that tonight's presentation could be implemented this summer.

Mr. Gering asked if the presentation could be submitted as an approval item at the next commission meeting. Mayor Lyles Smith suggested that the presentation be brought back to the commission meeting in May 2022.

6. Review of Commission Committee Assignments

The item was moved to the April 20, 2022 meeting.

CITY MANAGER'S REPORT

No report provided.

COMMISSION COMMITTEE REPORTS

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

8. **Citizen Involvement Committee Liaison** - *Commissioner Adam Marl*

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

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

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

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

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

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

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

16. **Oregon Governor's Willamette Falls Locks Commission** – Appointed: *Mayor Rachel Lyles Smith*

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

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

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

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

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

ADJOURNMENT

Mayor Lyles Smith adjourned the meeting at 9:59 PM.

Respectfully submitted,

_____

Jakob S. Wiley, City Recorder

CITY OF OREGON CITY
CITY COMMISSION WORK SESSION
DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, May 10, 2022 at 7:00 PM

CONVENE WORK SESSION AND ROLL CALL

Commission President Denyse McGriff convened the meeting at 7:15 PM.

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

STAFFERS: 11 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Executive Assistant to the City Manager Lisa Oreskovich, Police Chief James Band, Finance Director Matt Zook, Library Director Greg Williams, Public Works Director John Lewis, Human Resources Director Patrick Foiles, City Engineer Dayna Webb, Assistant City Engineer Josh Wheeler, Senior Planner Christina Robertson-Gardiner

FUTURE AGENDA ITEMS

1. List of Future Work Session Agenda Items

Tony Konkol, City Manager, discussed the upcoming items for the next several work sessions.

DISCUSSION ITEMS

2. City Commission 2021-2023 Goals Update

Mr. Konkol went thought each of the goals and discussed the status of the work on each action item for the goals.

Commissioner McGriff asked if work previously done on the Clackamette Park plan would be rolled into the parks master plan. Mr. Konkol confirmed it would.

Commissioner McGriff asked if engagement efforts in Goal 3 would include non-electronic outreach. She stated the preference of some citizens to respond to outreach in the form of regular mail versus electronic communication.

Commissioner McGriff suggested that an updated permit process for community events be beta-tested by end users before becoming final.

Mr. Konkol discussed the work on Goal 5 and the economic development programs. Commissioner McGriff asked about the economic development strategy. Commissioner O'Donnell expressed concern about the timeline of Goal 5. Commissioner Smith expressed concern that there was not a representative for tourism in the economic development strategy planning team. Commissioner Marl and Commissioner McGriff discussed the childcare components of the Economic Development Strategy. Mr. Konkol stated that these concerns would be reviewed in the June 7, 2022 work session.

Commissioner McGriff said she understood that the Arts Commission approved their first mural. Mr. Konkol confirmed this was accurate. Commissioner Marl asked if music was part of the Arts Commission. Mr. Konkol confirmed it was. Commissioner McGriff suggested the idea of a formal program, such as the City of Portland has, in which a portion of project funds is dedicated to art.

3. Sidewalk Replacement Assistance Grant Program Update

Josh Wheeler, Assistant City Engineer, provided an overview of the sidewalk replacement program and the tree replacement issues. Mr. Wheeler discussed the process of filing an application under the grant program, the various forms completed by applicants, and the review by Public Works and Planning Department staff.

Commissioner O'Donnell asked if a site visit or construction advice was part of the sidewalk replacement permit fee. Mr. Wheeler confirmed it was if the applicant asked for it.

Commissioner McGriff asked if a tree could be removed because a property owner did not want it there. Christina Robertson-Gardiner, Senior Planner replied that replanting requirements exist if replanting is an option.

Mr. Wheeler discussed other options that were available if replanting was not an option, two of which require a recorded covenant on the property stating that the tree may not be removed without future replacement. To record this covenant requires a fee. Commissioner O'Donnell asked if an existing tree would suffice if a covenant was recorded. Mr. Wheeler confirmed it would.

Commissioner O'Donnell asked if the other options presented could be chosen in lieu of the priority option. Ms. Robertson-Gardiner confirmed the other options could not be chosen if the priority option was feasible.

Mr. Wheeler mentioned that the parkway must be three feet or bigger to qualify for planting a tree on the city's current list of approved trees. He said this list was being reviewed by the Natural Resource Committee and would return to City Commission for future discussion.

Ms. Robertson-Gardiner confirmed that tree-planting deadlines would coincide with optimal planting seasons.

Commissioner Marl asked if the city's old street tree list was currently in use. Ms. Robertson-Gardiner confirmed it was but that applicants were being encouraged to wait to submit their applications. She said the current deadline for replanting is October 31, 2022 of this year.

Commissioner O'Donnell asked if the three-foot parkway measurement included the back of the curb furthest away from the street to the edge of the sidewalk nearest to the street. Mr. Wheeler confirmed this was accurate.

Commissioner O'Donnell asked about the option of bridging (removing the sidewalk, leaving the tree root, and pouring concrete on the top). Mr. Wheeler confirmed this was an option but that the grant program could only be used once per site so that if a tree root caused issues again, reimbursement would not be possible.

Commissioner O'Donnell asked for clarification on the recorded covenant process. Mr. Wheeler confirmed this process was part of the city code. Commissioner McGriff asked if reimbursement for recording costs was part of the grant program. Mr. Wheeler confirmed that it was not. Commissioner O'Donnell asked if an emergency fee waiver was legally possible. Mr. Wheeler said he spoke with the assistant city attorney who confirmed that it would not be legally possible unless changes were made to the city code.

Tom Geil, resident of Oregon City, provided a comment that residents should not be required to record a covenant for a tree if the original tree should not have been planted in the first place. Commissioner McGriff said this situation should be routed to the city attorney.

Commissioner O'Donnell suggested a potential partnership between the city and local nurseries for tree removal projects.

Commissioner McGriff asked about a potential conflict of interest in using an arborist to determine if a tree should be removed. Ms. Robertson-Gardiner said that, although it would require a change to the city code, it may be possible to use a third-party arborist to avoid potential conflicts of interest.

CITY MANAGER'S REPORT

Mr. Konkol discussed some social media posts regarding park fees. The commissioners reviewed a memorandum that discussed park fees.

Commissioner McGriff asked if park fees might be mitigated for groups performing park maintenance.

Commissioner Smith asked about a park rental fee distinction between for-profit and non-profit organizations.

Commissioner Marl asked if the city was providing communication to clarify issues in the social media posts. Mr. Konkol confirmed that it was.

COMMISSION COMMITTEE REPORTS

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

5. Citizen Involvement Committee Liaison - *Commissioner Adam Marl*

Commissioner Marl attended a Citizen Involvement Committee meeting and toured the Libke Public Safety Building.

6. Clackamas County Coordinating Committee (C4) - Appointed: *Commissioner Adam Marl*

Commissioner Marl did not receive a C4 meeting invitation. He reached out to a member of its Metro Subcommittee and plans to receive an invite to the next C4 meeting.

7. Clackamas County Coordinating Committee (C4) – Metro Subcommittee - Appointed: *Commissioner O'Donnell*

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

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

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

Commissioner McGriff replaced Commissioner Smith on the Clackamas WES committee.

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

12. Metro Policy Advisory Committee (MPAC) - Appointed: *Commissioner Denyse McGriff*

Commissioner McGriff said the MPAC meeting focused on the committee's Climate Action Plan. She echoed a sentiment discussed at the meeting which was that the Regional Transportation Plan (RTP) works well for residents of Portland.

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

14. Oregon Governor's Willamette Falls Locks Commission – *Vacant*

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

Commissioner Smith discussed a Tourism Stakeholder's Group meeting that took place April 19. The meeting introduced Daniel Gering, Tourism Coordinator, provided a presentation of the tourism program's progress and goals, and discussed City-sponsored events.

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

Commissioner McGriff proposed an upcoming meeting with the City of West Linn to review project challenges.

17. South Fork Water Board (SFWB) – *Commission President Denyse McGriff, Commissioners Frank O'Donnell, and Rocky Smith, Jr.*

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

Commissioner McGriff discussed an open house for the Willamette Falls and Landings Heritage Area.

19. Willamette Falls Legacy Project Liaisons - *Commissioner Frank O'Donnell*

ADJOURNMENT

Commission President Denyse McGriff adjourned the meeting at 8:50 PM.

Respectfully submitted,

_____

Jakob S. Wiley, City Recorder

CITY OF OREGON CITY
CITY COMMISSION REGULAR MEETING
MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, July 6, 2022 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Commission President McGriff called the meeting to order at 7:02 PM.

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

STAFFERS: 10 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Economic Development Director James Graham, Executive Assistant to the City Manager Lisa Oreskovich, Chief of Police James Band, Finance Director Matt Zook, Library Director Greg Williams, Public Works Director John Lewis, Human Resources Director Patrick Foiles, Economic Development Coordinator Ann Griffin, Administrative Support Specialist Patty Stewart

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Disability Pride Month Proclamation

Commissioner O'Donnell read the proclamation declaring July 2022 as Disability Pride Month.

4. CITIZEN COMMENTS

Paul Edgar, resident of Oregon City, discussed a petition for sending tolling to a vote.

Kathryn Pieselwicz, resident of Oregon City, discussed trees that had been removed at Stafford Park without a permit.

Dorothy Dahlsrud, resident of Oregon City, discussed a tree that had been removed on the Abernethy Natural Resources Overlay District (NROD) property. They needed a City Forester position on staff. She also discussed how the sign code was not being enforced.

Karla Laws, resident of Oregon City, spoke about the trees removed at Stafford Park and showed pictures.

Emily Lisborg, resident of Oregon City, was concerned about the removal of trees at Stafford Park.

Mike Mitchell, resident of Oregon City, discussed changes to the budget process.

5. PRESENTATIONS

5a. Downtown Oregon City Association Presentation

Kelli Upkes, Downtown Oregon City Association Board President, and Liz Hannum, Executive Director, shared information about the association including their four point approach, 2021/22 accomplishments, return on investment from FY 2022, and work in 2022/23.

There was discussion regarding the relationship between economic development and tourism.

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

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

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

7a. Resolution No. 22-22, Authorizing the Nomination of the Holcomb Boulevard Sidewalk and Protected Crossing Project for the 2022 Safe Routes to School Infrastructure Grant Program

7b. Resolution No. 22-25, Vacating a Section of Public Utility Easement at 11798 Skellenger Way

7c. Resolution 22-28, Certifying the Results of the May 17, 2022 Election

7d. Mid-Biennium Addition of 1.0 FTE in Community Development

7e. Management, Supervisory and Confidential Employee Salary Cost of Living Adjustment (COLA) FY 2022-23

7f. Metro Community Enhancement Grant Agreements for 2022-23 and Metro Community Enhancement Extension Requests for 2021-22

7g. Public Improvement Contract with McDonald Excavating, Inc. for the Trillium Park Drive Roadway Abandonment Project (CI 21-003)

7h. Personal Services Agreement with Brown and Caldwell Inc. for the NPDES MS4 and TMDL Support (PS 22-014)

7i. Personal Services Agreement with 3J Consulting, Inc. for the Beemer Way Stormwater Outfall Improvements Project (CI 22-007)

7j. Temporary Construction Easement at Sportcraft Landing

7k. Concrete Path Replacement-River Access Trail

7l. Approval of Annual Mimecast Support Contract

7m. Tyrone S. Woods Memorial Park – Dog Park Improvements

7n. Minutes of the April 6, 2022 City Commission Regular Meeting

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

9a. Residency Confirmation for Leslie Wright Jr.

Commissioner McGriff recused herself from the discussion and left the room.

The Commission took a break to read a written comment that was just submitted.

Commissioner O'Donnell asked if staff had made every effort to contact Mr. Wright regarding his attendance tonight.

Tony Konkol, City Manager, said yes, they did. He explained the notices and contacts that had been made. However, Mr. Wright was not in attendance.

Bill Kabeiseman, City Attorney, said there was a recent court case regarding the misspelling of "mayor" as "mirror" on Mr. Wright's application. It was a challenge by Oregon City residents alleging Mr. Wright had not properly filed for the position of Mayor. The court denied that challenge. There were also allegations made about Mr. Wright's residency and the City Commission was the body to make that determination. He gave a legal background on the qualifications for elective office and determination of residency. He then summarized the evidence and options for Commission action.

Commissioner O'Donnell discussed the legitimacy of the election process. He noted every city commissioner had endorsed Commissioner McGriff for Mayor.

The Commission agreed that they would be objective in evaluating the information presented and supported the US and Oregon constitutions and Oregon City's charter and code despite their support for a different candidate.

Commissioner O'Donnell reviewed the process for the proceeding tonight and the evidence that had been submitted. Woyvnee Gray, after having made the initial question of the candidate's suitability, also submitted a sworn statement tonight. He asked if the Commission had any questions for Ms. Gray.

Commissioner Marl asked about Ms. Gray's conversations with Mr. Wright regarding renting an apartment and running his business out of it so people thought he lived in Oregon City. He also asked how their business relationship ended. Ms. Gray confirmed the comments about Mr. Wright renting an apartment and that she was not a disgruntled employee but had stopped working for Mr. Wright when her car was totaled and she could not drive to work anymore.

Commissioner Smith questioned what warranted enough proof that someone lived somewhere. He did not think what they had received was enough. Commissioner Marl said the biggest issue for him was the Washington driver's license issue. Commissioner O'Donnell agreed Mr. Wright did not meet the criteria.

Motion made by Commissioner Smith, seconded by Commissioner Marl, to disqualify Leslie Wright, Jr.'s candidacy for the August 23, 2022 election finding that he did not meet the residency requirements under the City Charter. The motion carried by the following vote:

Voting Yea: Commissioner Marl, Commissioner O'Donnell, and Commissioner Smith

Mr. Kabeiseman noted that Mr. Wright's name might still be on the ballot due to timing with the elections office. The Oregon Secretary of State and Clackamas County Elections indicated that a name cannot be "decertified" after the candidate certification date, so his name will appear on the ballot.

9b. House Bill 2006 Shelter Siting Application Form Approval

Aquilla Hurd-Ravich, Community Development Director, discussed previous reviews of the shelter siting application form, background of HB 2006, draft application criteria, and Commission action.

There was consensus to strongly encourage applicants to submit Good Neighbor Agreements with their applications.

Motion made by Commissioner O'Donnell, seconded by Commissioner Smith, to approve the shelter siting application form as amended. The motion carried by the following vote:

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

Paul Edgar, resident of Oregon City, was in favor of creating opportunities to shelter people in a formal and controlled manner.

9c. First Reading of Ordinance 22-1003, Exempting Special Event Vendors from the Requirement to Obtain a Business License

James Graham, Economic Development Manager, said this would streamline the process for special event vendors. He explained what the requirements were currently, recommended changes, and reasons for the changes.

There was discussion regarding exempting non-profits from the fee and definition of the term "special public event."

Kendall Reid, Parks and Recreation Director, explained how they came up with the term and what it meant.

Staff would bring this ordinance back with a clearer definition.

9d. Oregon City Economic Development Strategic Plan

Mr. Graham said this was a request to affirm the goals in the Economic Development Strategic Plan. He then reviewed the goals.

There was discussion regarding successes vs. expenses, revisiting the plan, use of ARPA funds, collaborating with the Chamber, and need for concierge training.

Commissioner Smith was not in support of the plan.

Motion made by Commissioner Marl, seconded by Commissioner O'Donnell, to approve the 2022-2027 Oregon City Economic Development Strategic Plan goals. The motion failed by the following vote:

Voting Yea: Commissioner Marl and Commissioner McGriff
Voting Nay: Commissioner O'Donnell and Commissioner Smith

Commissioner Smith suggested holding a meeting to discuss the Strategic Plan mid-budget cycle and including the tourism stakeholders group.

Motion made by Commissioner O'Donnell, seconded by Commissioner Marl, to hold a meeting with the Economic Development Department and Commissioners O'Donnell and Smith. The motion carried by the following vote:

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

10. COMMUNICATIONS

11. City Manager

There was consensus to continue the meeting past 10:00 p.m.

12. Commissioners

Commissioner Marl asked about safety during the Fourth of July. Police Captain Bill Kler said they responded to 13 calls and gave verbal warnings. They also responded to small fires. He thought it was safe and successful.

Commissioner McGriff wanted follow-up on SB 111 and the County's Law Enforcement Intentional Use of Deadly Physical Force Response Plan.

Commissioner Smith confirmed he attended meetings staff asked him to attend. He addressed sidebar meetings and how he did not think they should be done.

Commissioner McGriff asked for follow-up on code compliance for signs and trees at Stafford Park. She showed the new logo for the bridge. She thanked staff for the Juneteenth event.

13. Mayor

14. ADJOURNMENT

Commission President McGriff adjourned the meeting at 10:15 PM.

Respectfully submitted,

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Jakob S. Wiley, City Recorder

CITY OF OREGON CITY
CITY COMMISSION REGULAR MEETING
MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, July 20, 2022 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Commission President McGriff called the meeting to order at 7:02 PM.

PRESENT: 3 - Commissioner Denyse McGriff, Commissioner Rocky Smith, Commissioner Adam Marl

ABSENT: 1 - Commissioner Frank O'Donnell

STAFFERS: 10 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Asst. to the City Manager Lisa Oreskovich, Police Chief Jim Band, Finance Director Matt Zook, Library Director Greg Williams, Parks and Recreation Director Kendall Reid, Public Works Director John Lewis, Senior Project Engineer Patty Nelson

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

4. CITIZEN COMMENTS

Jerry Herrmann, resident of Oregon City, discussed the holly trees adjacent to Stafford Park and the reasons to preserve them. He questioned the purpose of an erosion permit to allow removal of plants and trees. He thought they needed to investigate the regulations for infill projects and work collaboratively with the neighborhood to reduce impacts.

Karla Laws, resident of Oregon City, discussed concerns about the tree removals, erosion permit, and mitigation plan adjacent to Stafford Park with the infill development. She thought it showed a disregard for the neighborhood.

Linda Baysinger, resident of Oregon City, requested picnic shelter fees be waived for neighborhood association events. The Canemah Neighborhood Association would like to hold an ice cream social in August 2022. She also said the Citizen Involvement Committee (CIC) would like permission to meet in public buildings after hours.

Christina Franklin, resident of Oregon City, spoke about the importance of natural resources. She did not think the city was listening to citizens' desires for preservation.

Seth Henderson, resident of Portland, gave an update on the Rossman Landfill project. He spoke about funding, entitlements and permitting, purchasing land, and timing.

There was discussion regarding the Urban Renewal Commission retreat, putting the landfill project on the ballot, shelter fee waiver, summary of what was removed on the development site near Stafford Park, mitigation plan, erosion control permit, and disconnect with what was in the plans and the reality.

5. PRESENTATIONS

5a. Diversity, Equity, and Inclusion (DEI) Initiatives and Projects Update by MGT Consulting

Patrick Foiles, Human Resources Director, introduced consultant Laura Opheim.

Ms. Opheim, MGT Consulting, gave a background on the firm, key team qualifications, project approach, phases, timeline, and DEI Taskforce updates. Mr. Foiles announced the listening sessions scheduled in September 2022.

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

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

Voting Yea: Commissioner Marl, Commissioner McGriff, and Commissioner Smith

7a. Oregon City Police Employees Association (OCPEA) Collective Bargaining Agreement for the Period, July 1, 2022 – June 30, 2025

7b. Contract with Metereaders, LLC to Read Utility Meters

7c. Minutes of the April 20, 2022 Regular Meeting

8. PUBLIC HEARINGS

8a. First Reading of Ordinance No. 21-1013, An Ordinance Withdrawing Territory from the Clackamas River Water District

Patty Nelson, Senior Project Engineer, discussed withdrawing territory from the Clackamas River Water District. She gave a background on water services, City authority, areas to be withdrawn which were only existing City customers, process, ordinance, and City Commission actions.

There was discussion regarding collaboration between Clackamas River Water and the city and timing of the withdrawals.

Motion made by Commissioner Smith, seconded by Commissioner Marl, to approve the first reading of Ordinance No. 21-1013, an ordinance withdrawing territory from the Clackamas River Water District. The motion carried by the following vote:

Voting Yea: Commissioner Marl, Commissioner McGriff, and Commissioner Smith

9. GENERAL BUSINESS

9a. Resolution No. 22-24, Modifying the Public Works Engineering Fee Schedule, and Amending Resolution No. 22-03

Mr. Lewis said there were two fees being added to the fee schedule and explained what the fees were for.

Motion made by Commissioner Marl, seconded by Commissioner Smith, to approve Resolution No. 22-24, modifying the Public Works Engineering Fee Schedule, and amending Resolution No. 22-03. The motion carried by the following vote:

Voting Yea: Commissioner Marl, Commissioner McGriff, and Commissioner Smith

10. COMMUNICATIONS

11. City Manager

Tony Konkol, City Manager, announced National Night Out to be held on August 2, 2022. The city had received a request for a letter of support for Clackamas County's Project Turnkey.

Motion made by Commissioner Smith, seconded by Commissioner Marl, to provide a letter of support for Project Turnkey. The motion carried by the following vote:

Voting Yea: Commissioner Marl, Commissioner McGriff, and Commissioner Smith

12. Commissioners

Commissioner Smith reported on community events.

Commissioner Marl wanted to continue conversations about the Rossman Landfill project and taking it to the ballot. He also discussed Commissioner compensation and the Youth Advisory Commission.

Commissioner McGriff discussed Concerts in the Park, First City Festival, Travel Oregon City Visitor Guide, recruitment for the Community Coordinator position, and employee appreciation.

13. Mayor

14. ADJOURNMENT

Commission President McGriff adjourned the meeting at 8:29 PM.

Respectfully submitted,

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Jakob S. Wiley, City Recorder

CITY OF OREGON CITY
CITY COMMISSION WORK SESSION
DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, August 17, 2022 at 6:00 PM

CONVENE WORK SESSION AND ROLL CALL

Commission President McGriff convened the meeting at 6:04 PM.

PRESENT: 3 – Commissioner Adam Marl, Commissioner Rocky Smith, Commissioner Denyse McGriff

EXCUSED: 1 – Commissioner Frank O'Donnell

STAFFERS: 8 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Public Works Director John Lewis, Finance Director Matt Zook, Human Resources Director Patrick Foiles, Assistant City Recorder Angelique Nomie

DISCUSSION ITEMS

1. Revised Planning Commission Bylaws

Aquilla Hurd-Ravich, Community Development Director, provided a brief overview of the proposed changes to the Planning Commission bylaws. Commissioner McGriff suggested removing the "majority of" the City Commission, since it is redundant.

Commissioners McGriff, Smith and Marl asked for clarification on how misconduct would be determined. Bill Kabeiseman, City Attorney, confirmed that misconduct would be identified by the Planning Commission then brought to the City Commission for review.

Commissioner McGriff expressed concerns with non-residents being appointed to the Planning Commission.

Commissioner Marl asked if a change had been made in which the City Commission would appoint members to the Planning Commission, rather than just the mayor. Tony Konkol, City Manager, confirmed that the consent of the City Commission was added to create consistency with the municipal code.

There was discussion of term limits and how the bylaws and the City Code are worded.

Commissioner Marl asked about the cancellation of meetings and why the changes were proposed. Ms. Hurd-Ravich clarified that the prior bylaw language required the Planning Commission to cancel the meeting, but that would require a meeting to cancel the meeting. The proposed language would allow staff and the chair to cancel a meeting.

2. Creation of the Oregon City Youth Advisory Commission

Tony Konkol, City Manager, thanked Commissioner Marl for his work in developing the proposal. Mr. Konkol suggested adding 0.5 FTE Community Engagement Coordinator that could manage the Youth Advisory Commission (YAC) and also participate in the Citizen Involvement Committee (CIC).

There was discussion about the number of members in the committee and the ability to recruit young people. There was discussion about the required events and reports, which might be too much within a school year.

Commissioner Marl requested information on the application process. Mr. Konkol suggested this could be addressed in bylaws or a policy document.

Commissioner Marl asked the commission to keep in mind the timeframe for adopting a YAC as the school year was approaching.

Commissioner Smith suggested the idea of requesting buy-in from the school district to help with YAC events.

ADJOURNMENT

Commission President Denyse McGriff adjourned the meeting at 6:47 PM.

Respectfully submitted,

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Jakob S. Wiley, City Recorder

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 10/05/2022

From: Aquilla Hurd-Ravich, Community Development Director

SUBJECT:

Preliminary UGB Exchange Options Presentation from Metro Staff

STAFF RECOMMENDATION:

This is an opportunity for the City Commissioners to hear a presentation from Metro staff and ask questions for more information.

EXECUTIVE SUMMARY:

The City of Tigard has proposed an Urban Growth Boundary (UGB) expansion. The Metro COO has recommended approval but through an exchange process rather than a mid-cycle expansion. The City of Tigard's expansion area, River Terrace 2.0, is approximately 350 acres. The exchange process entails a comparable amount of land being removed from other parts of the UGB.

Metro staff have presented this topic to MTAC, MPAC and the Metro Council multiple times. They have also had conversations with municipal staff throughout the Metro region in areas that could be considered for an exchange. Through GIS analysis and conversations with staff, Metro has identified two possible candidates in Oregon City. One candidate is a portion of the Park Place Concept Plan that is south of Redland Road. This area is highly parceled and could be difficult to serve with infrastructure. The other candidate is the South End Road Concept Plan area which is also difficult to serve with infrastructure.

A question staff has asked of Metro is what impact an exchange could have on needed housing. Oregon City adopted a Housing Needs Analysis in December of 2021 that identified our forecasted growth for the next 20 years and the numbers of housing units needed to meet this demand. The land analyzed to meet this demand includes buildable land in Park Place Concept Plan south of Redland Road and the South End Concept Plan. Essentially, staff has asked what the effect is on either the number of units we need accommodate or the remainder of land in Oregon City's Planning Area if portions of the buildable land are no longer available.

A memo from Metro staff is attached that goes into further detail about the UGB exchange process and potential candidates.

OPTIONS:

This is an opportunity for City Commissioners to ask questions of Metro staff about the UGB exchange process.

Memo

Metro
600 NE Grand Ave.
Portland, OR 97232-2736

Date: September 13, 2022
To: MPAC members and alternates
From: Ted Reid, Principal Regional Planner
Subject: River Terrace 2.0 UGB exchange: preliminary UGB exchange options

Introduction
The City of Tigard has proposed a well-planned UGB expansion under Metro's new mid-cycle UGB amendment process. City of Tigard staff has briefed MTAC on the River Terrace 2.0 concept plan on two occasions, in January and May of 2022.

The Metro Chief Operating Officer has recommended that the Council approve this expansion, but through a UGB exchange instead of the mid-cycle process. At an April 28 work session, the Metro Council directed staff to proceed with the work necessary to allow the Council to consider a UGB exchange this fall.

The UGB exchange process, while already enabled under state law, has not been used in the Metro region. It would entail adding the River Terrace 2.0 area to the UGB and removing a comparable amount of buildable land elsewhere in the region. This approach is consistent with Metro's focus on city readiness in its growth management decisions. It recognizes that Tigard is ready for growth while some other areas that were added to the UGB in the past have not resulted in housing and may not for decades to come. Ultimately, adding land to the UGB can only help us address our housing shortage if it develops in a thoughtful, predictable way. Tigard has demonstrated that it is ready to develop River Terrace with a mix of middle housing types that makes efficient use of land.

Metro staff reviewed its proposed approach to identifying possible exchange candidates with MTAC on May 18, 2022, at a Metro Council work session on June 14, 2022, and MPAC on June 22, 2022. Staff provided an update on analysis and outreach to MTAC on August 17, 2022, MPAC on August 24, 2022, and the Metro Council on September 15, 2022. This memo is intended as a status update and solicitation for additional feedback on possible UGB exchange areas and considerations for narrowing those options.

Process for identifying possible UGB exchange candidate areas
The UGB exchange process is codified in Oregon Administrative Rule Chapter 660, Division 24. Specifically, OAR 660-024-0070 provides the requirements for exchanging land inside the UGB for land outside the UGB. A local government may remove land from a UGB provided it determines:

a) The removal of land would not violate applicable statewide planning goals and rules;
b) The UGB would provide roughly the same supply of buildable land after the exchange;
c) Existing public facilities agreements do not provide for urban services in the area to be removed from the UGB, unless the public facilities provider agrees to removal and concurrent modification of the agreement;
d) Removal of the land does not preclude the efficient provision of urban services to any other buildable land that remains inside the UGB; and

e) The land removed from the UGB is planned and zoned for rural use consistent with all applicable laws.

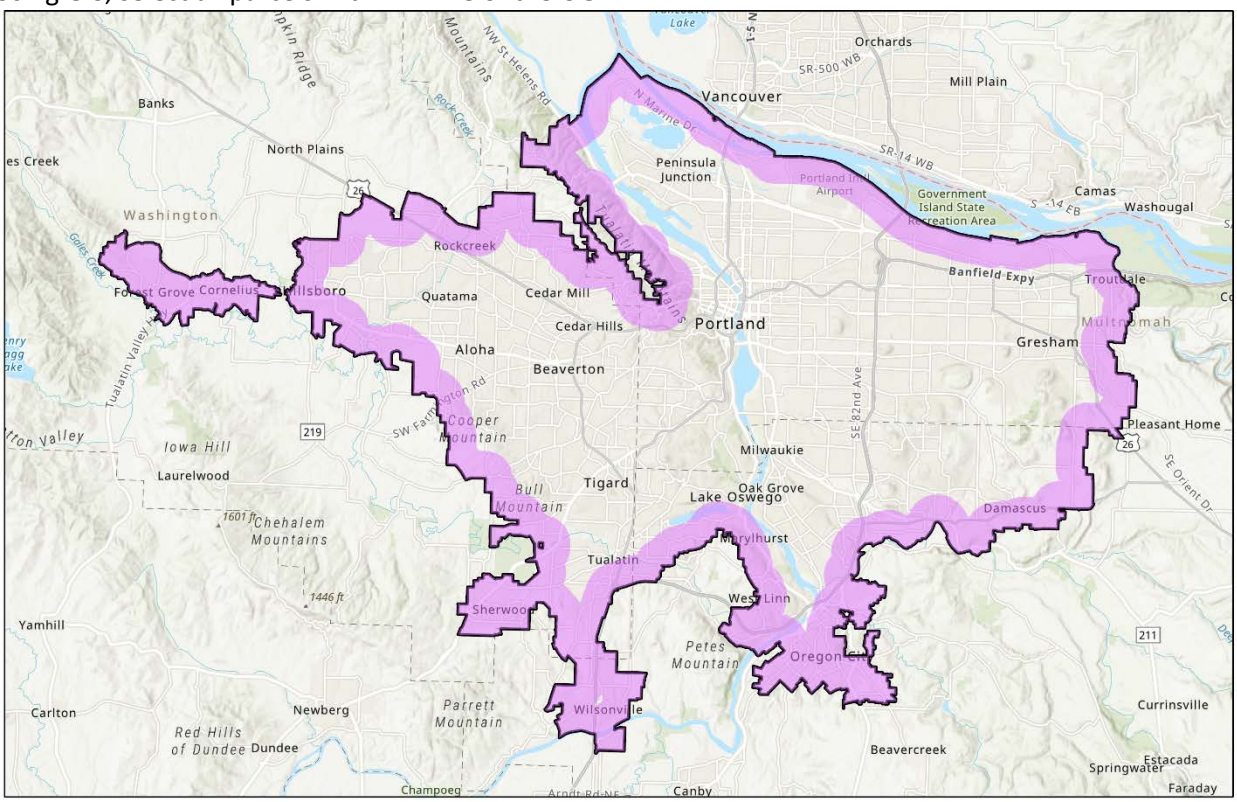
The rule does not provide any additional factors to consider when removing land from the UGB. As previously discussed with MTAC, MPAC and the Metro Council, Metro staff is following a two-step process for determining areas to consider for the UGB exchange. The first step is GIS analysis to identify preliminary exchange candidates and the second step is consultation with local jurisdictions, service districts, and other stakeholders about the planning and development status of exchange candidates to focus on those areas that have not demonstrated a path towards readiness. This memo describes the methodology used for the GIS analysis and preliminary assessments made as a result of that analysis and consultations with local jurisdictions and service districts.

GIS analysis approach:

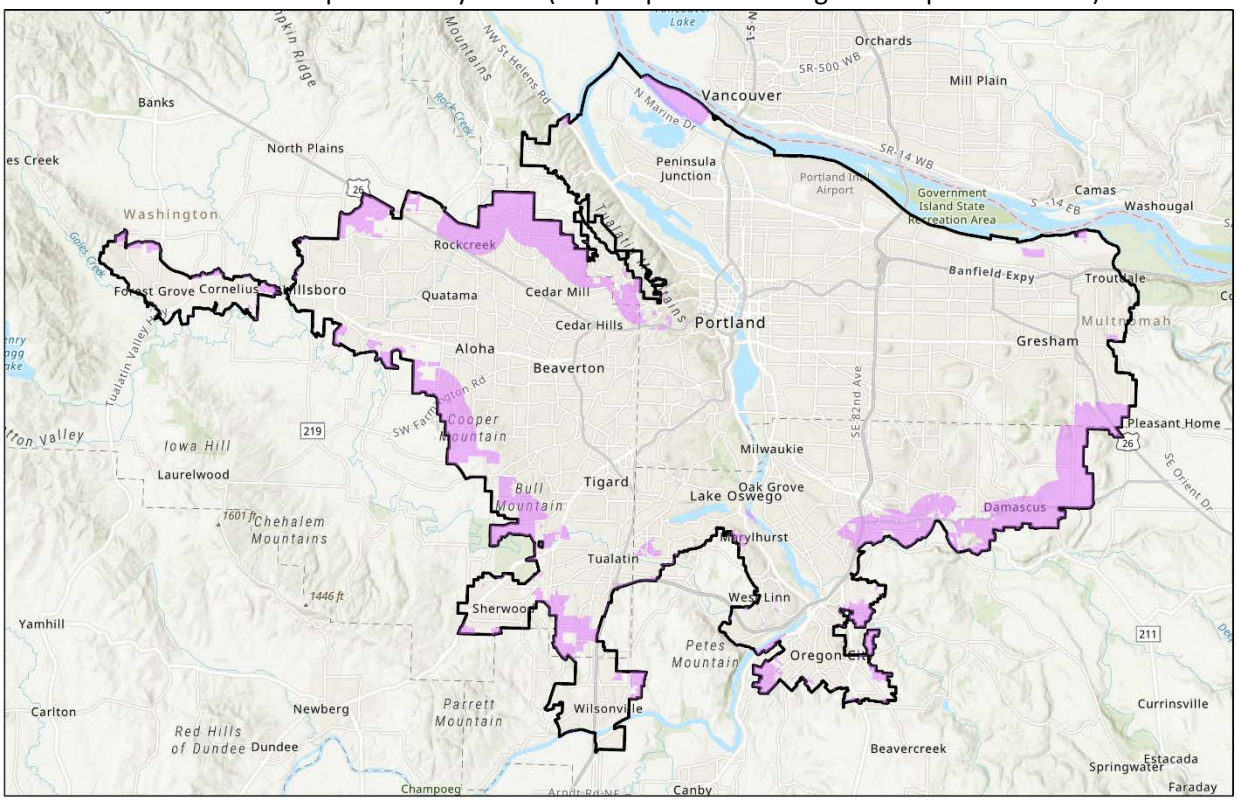
1. Land must be inside and adjacent to the existing UGB. No islands within the UGB should be created.
2. Acreage can be from a single contiguous area or multiple contiguous areas can be removed to total of approximately 350 buildable acres, however, these should be fairly large (100 acres or more).
3. Acreage should be from unincorporated areas of the UGB, not land currently in an existing city limits.

Method:

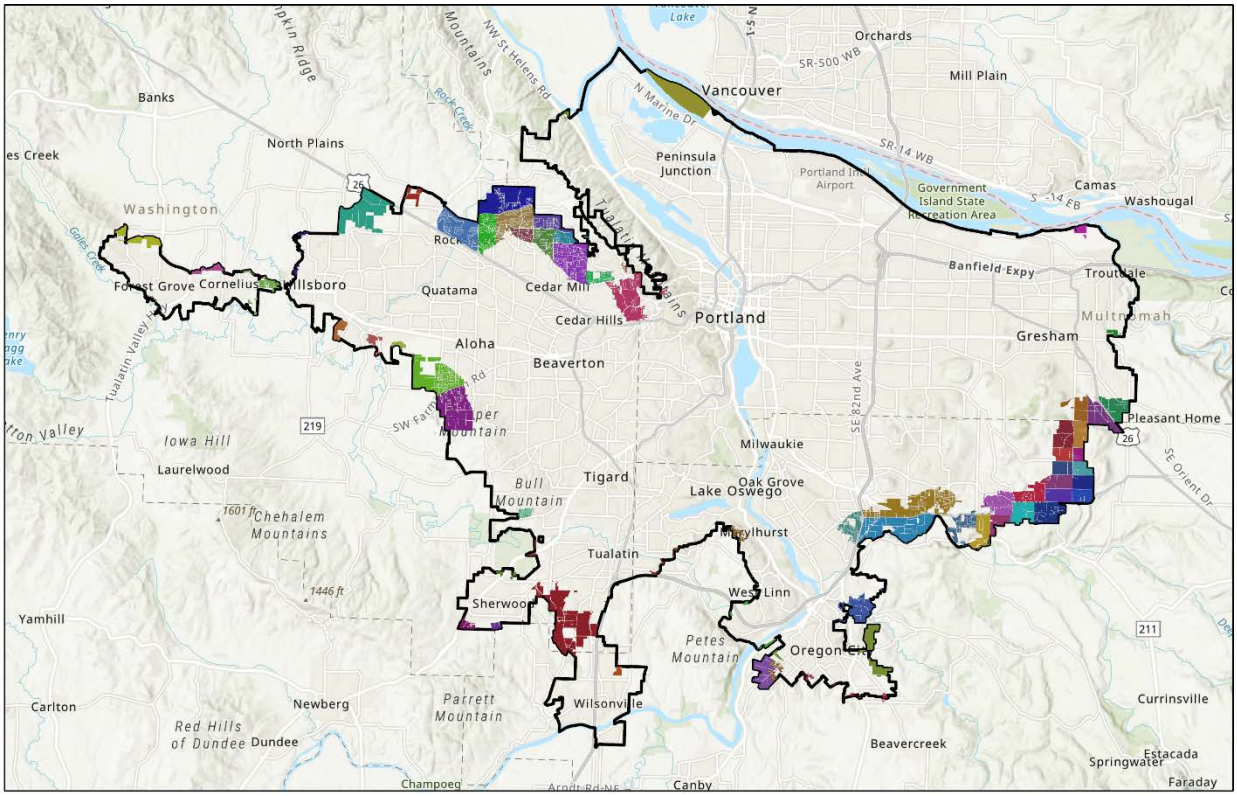
1. Using GIS, select all parcels within 1 mile of the UGB:



3. Remove taxlots within incorporated city areas (map depicts remaining unincorporated areas):



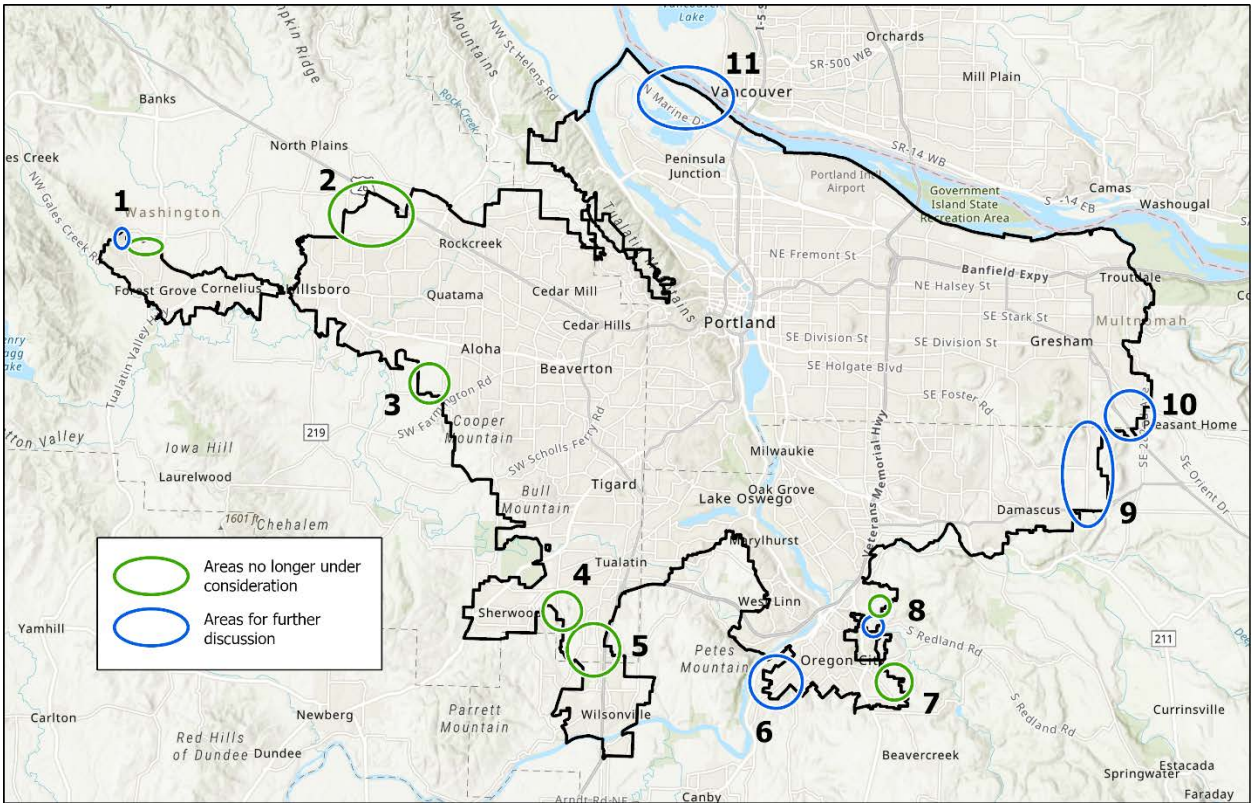
4. Divide remaining areas into subareas and calculate acreage statistics from 2018 Buildable Lands Inventory:



Consultation process

The preliminary map below shows the areas identified for further consultation and discussion as well as areas identified as no longer under consideration. These determinations reflect Metro staff's current understanding of planning and development status from consultations with the Port of Portland and local jurisdictions, including Forest Grove, Hillsboro, Sherwood, Tualatin, Wilsonville, Oregon City, Gresham, Portland and Clackamas and Multnomah counties. A summary of staff's reasoning for the status of each area is below.

NOTE: THIS MAP AND ASSESSMENT ARE WORKS IN PROGRESS AND SUBJECT TO CHANGE THROUGH FURTHER ANALYSIS AND CONSULTATION. THEY DO NOT REPRESENT ANY FINAL DETERMINATIONS OR DECISIONS.



1 – Forest Grove: David Hill and South of Purdin Road

This area is composed of two subareas. The David Hill subarea was included in the original 1979 UGB and is north of David Hill Road west of Thatcher Road. The South of Purdin Road subarea was included in the UGB in 2014 and is east of Thatcher Road and south of Council Creek. Forest Grove completed the Westside Refinement Plan in 2017 for the two subareas. Currently, a 130-unit housing development is under construction in the South of Purdin subarea. A 25-acre parcel recently annexed to the city and two other parcels totaling just over 40 acres are in the process of annexing to the city. In addition, the Forest Grove School District owns approximately 16 acres in this area with plans to build an elementary school in the future. For these reasons, the South of Purdin subarea is no longer under consideration. The cost of providing infrastructure to the David Hill area has hindered development. The city has recently updated its water master plan for the David Hill subarea and is initiating updates to the storm water and sanitary sewer master plans. Staff will continue to discuss the David Hill subarea with city staff. Thus, it is still under consideration.

2 – North Hillsboro

The North Hillsboro Industrial Area is the result of land being added to the UGB in 2002 (Shute Road), 2005 (Evergreen & Helvetia), 2011 (North Hillsboro), & 2014 (Jackson East). The City of Hillsboro completed and adopted the required comprehensive planning for Shute Road in 2003, Evergreen and Helvetia in 2007 and North Hillsboro in 2013. The Hillsboro City Council approved the Comprehensive Plan and Community Development Code Amendments to implement industrial zoning in the Jackson East (western) portion of this area on August 16, 2022.

Since 2013, development in the Shute Road, Evergreen & Helvetia, and North Hillsboro areas has steadily increased. Hillsboro has made significant infrastructure investments over the last decade and the Hillsboro Economic Development Council has acquired numerous parcels of land to help facilitate development of the area. While development of the Jackson East portion may be more challenging due to parcelization and property owner resistance to urbanization, it is expected that the Jackson East area will develop over time and complement this significant industrial employment location. For these reasons, this area is no longer under consideration.

3 – South Hillsboro

A small portion of the South Hillsboro area was added to the UGB in 2002 with the remaining, much larger portion, added in 2011. Hillsboro completed and adopted the required comprehensive planning for the area in 2013. Subsequent planning resulted in the South Hillsboro Community Plan in 2014. Development has occurred in the northern portion of the area, but the southern portion remains rural and therefore that portion was identified for consideration in the exchange process.

Hillsboro formed the South Hillsboro (SoHi) Local Improvement District (LID) in 2016 to help key highway intersection infrastructure necessary to allow development in South Hillsboro. All property owners in South Hillsboro were provided the opportunity to join the LID in 2016. The property owners that chose to join the SoHi LID were designated as "Area 1" and became eligible for development through contributions to key infrastructure improvement projects. Property owners that did not join the LID were designated as "Area 2" and were required to wait for the transportation construction projects to be completed. The last of these key transportation construction projects have been made so Area 2 is now able to begin development. Thus, the reason that development has not occurred in the southern portion to date is due to a restriction placed by the city until the necessary transportation improvements were completed. The city has received annexation applications for Area 2 and development will continue south in a logical fashion. In addition, Cornelius Pass Road is currently being extended south to the UGB at SW Rosedale Road and includes a portion of the Willamette Water Supply Program pipeline that will bring water from Wilsonville to Hillsboro. For these reasons, this area is no longer under consideration.

4 – Sherwood and Tualatin: Tonquin/Southwest Tualatin

The Sherwood/Tualatin Area was added to the UGB in 2002 (Tualatin portion) and 2004 (Sherwood portion). Planning for both portions was completed in 2010. The area is divided between the two cities along SW 124th Avenue which Washington County recently constructed. This $45 million road project extends SW 124th Avenue from SW Tualatin-Sherwood Road to SW Grahams Ferry Road to provide access to the area as well as the Basalt Creek area (see Basalt Creek). Basalt Creek Parkway opened in the fall 2017 and SW 124th Ave opened in winter 2018. The project also included improvements to SW Tonquin Road and SW Grahams Ferry Road. Recent development along the SW 124th corridor includes a

PGE Integrated Operations Center in Tualatin and an industrial corporate park in Sherwood. In addition, a new water treatment plant for the Willamette Water Supply System is under construction in the Sherwood portion.

Since 2019, 99 acres of land has been annexed to Sherwood and two large manufacturing/warehouse developments have been approved with additional phase two projects expected in the near future. The city is currently designing Ice Age Drive which will provide an east-west collector road connection through the middle of the Tonquin Employment Area. Once this road connection is completed, the city expects the remaining parcels in this area will redevelop.

A significant piece of the Tualatin portion is encompassed by the Tigard Sand and Gravel facility that provides an array of construction materials while also recycling asphalt and concrete. It is expected that Tigard Sand and Gravel will continue to provide product to the construction industry in the region for the foreseeable future, but at some point redevelopment of the quarry will occur. Additional uses in the area include construction, landscaping and storage facilities that are expected to redevelop over time given the improved transportation facilities in the area. For these reasons, this area is no longer under consideration.

5 – Tualatin and Wilsonville: Basalt Creek/Coffee Creek

The Basalt Creek area was added to the UGB in 2004. The area is divided between Tualatin and Wilsonville roughly along an east-west line that extends from SW Greenville Lane to SW Basalt Creek Parkway. In addition, the West Railroad area, west of the Coffee Creek Correctional Facility, was included in the Wilsonville portion of Basalt Creek. Planning for the area was completed in 2018 with comprehensive plans adopted in 2019.

Washington County completed a $45 million road project to extend SW 124th Avenue from SW Tualatin-Sherwood Road to SW Grahams Ferry Road to provide access to the Basalt Creek area as well as other underdeveloped employment land near SW Tualatin-Sherwood Road (see Tonquin/Southwest Tualatin). Basalt Creek Parkway opened in the fall 2017 and SW 124th Ave opened in winter 2018. The project also included improvements to SW Tonquin Road and SW Grahams Ferry Road.

In 2021, the City of Tualatin established an urban renewal area for their portion of Basalt Creek to help encourage development of employment opportunities. This will be accomplished through the design and construction of water, sewer and storm water infrastructure, assistance with the construction and improvement of transportation infrastructure and developer assistance and incentives to facilitate development. The city has been in discussions with some property owners and they are also looking at their code to determine if there is some minor adjustments that can be made to provide more flexibility while continuing to meet their goals for the area. A residential subdivision has been approved in the eastern portion of Basalt Creek. Wilsonville has conducted numerous pre-apps for properties in Basalt Creek and the extension of infrastructure is the biggest challenge. A future project for extending services on Day Road is planned which will help facilitate development in Basalt Creek. For these reasons, the Basalt Creek area is no longer under consideration.

The Coffee Creek area was added to the UGB in 2002. Wilsonville completed planning for the area in 2007, which envisioned the creation of an urban renewal area. In 2011, the city completed a detailed infrastructure analysis to define infrastructure needs and cost estimates. The infrastructure needs and costs were refined by the city in 2015 and the Coffee Creek Urban Renewal Plan was adopted in 2016.

The goals of the plan include creating conditions that are attractive to the growth of existing businesses and attract new businesses through the construction of utility and transportation infrastructure. In 2018, the city adopted the Coffee Creek Industrial Form-based Code and the Coffee Creek Industrial Design Overlay District Pattern Book to simplify and provide more certainty to the approval process for new projects in the area. The city built Garden Acres Road which extended services to the area and four projects are in various stages of development, from entitlement to completion. The city has had discussions with other property owners regarding redevelopment possibilities. For these reasons, the Coffee Creek area is no longer under consideration.

6 – Oregon City: South End

The South End area was added to the UGB in 2002. The city completed the planning for the area in 2013 and adopted the necessary comprehensive plan amendments in 2014. The South End plan included a significant amount of land beyond the 2002 expansion area that was already within the UGB, some of which was within the city limits. No property within the 2002 expansion area has annexed to the city and developed to urban standards and only three properties in the pre-2002 UGB area of the South End plan have annexed to the city. All three of the properties had existing homes on them and no additional development has occurred. Infrastructure is a challenge as the land slopes to the south away from existing services. Staff will continue to discuss this area with Oregon City staff, thus the area is still under consideration.

7 – Oregon City: Beavercreek Road (Thimble Creek)

The majority of the Beavercreek Road area was added to the UGB in 2002 with a smaller land area added in 2004. Planning for the area was completed in 2008 and a fairly large amount of nearby land already inside the UGB was also included in the plan. In 2020, the plan was re-adopted along with development code amendments and renamed to Thimble Creek. Well over half of the area has been annexed to the city although only a small amount of development has occurred to date. The city has extended water and sanitary sewer lines in Beavercreek Road and is actively looking for a new water reservoir location to provide redundancy of service for the area. Once the reservoir is in place staff expects development to proceed rapidly. Several hundred apartment units are currently under construction and city staff is evaluating potential new road connections to help facilitate development. For these reasons, this area is no longer under consideration.

8 – Oregon City: Park Place

The Park Place area was added to the UGB in 2002. The city completed the planning for Park Place in 2007 and the city adopted the necessary comprehensive plan amendments in 2008. Similar to the South End and Beavercreek Road plans, the Park Place plan included a significant amount of land beyond the 2002 expansion area that was already within the UGB. In 2019, the city annexed 92 acres of land in the Park Place area north of Redland Road. A 432-unit development is currently at the planning commission. This development will help facilitate a much-needed future north south connection between Redland Road and Holcomb Blvd. The area south of Redland Road has numerous development challenges and staff will continue to discuss this southern portion with city staff, thus the area south of Redland Road is still under consideration. The area north of Redland Road is no longer under consideration.

9 – Clackamas County: East of SE 222nd Ave

The area generally known as Damascus was added to the UGB in 2002. This very large expansion area included land well beyond the community of Damascus and extended from the then Happy Valley city limits to east of SE 242nd Ave and the community of Boring. Only the area east to SE 222nd Ave is being

considered for the exchange process and any potential exchange area would be a small portion of the area depicted on the map above. Since 2002 numerous planning efforts have been undertaken for the 2002 expansion area but currently there is not an adopted urban plan for the area. Happy Valley and Clackamas County have an Urban Growth Management Agreement (UGMA East) that outlines planning responsibilities for areas in portions of the former city of Damascus that Happy Valley is interested in potentially annexing and urbanizing in the future. This agreed upon planning area extends to SE 222nd Ave on the north side of Highway 212 and to the UGB that is just beyond SE 232nd Ave on the south side of Highway 212. Numerous properties in the UGMA East area have already annexed to Happy Valley. Clackamas County recently completed the Damascus Mobility Plan which identifies roadway improvements needed to the County transportation system to enhance safety, equity and mobility in the Damascus area over the next 20 years. The Board of Commissioners will hold a public hearing on the mobility plan on September 28th. Staff will continue to discuss this area with county staff. Thus, it is still under consideration.

10 – Gresham: Springwater

The Springwater area was added to the UGB in 2002. The city completed planning for the area in 2005. Less than 20 percent (246 acres) of the Springwater area has annexed to the city and very little development has occurred. The vast majority of the annexed area is the Persimmon Country Club which predates the 2002 expansion. A meeting with Gresham staff is scheduled for September 7th and additional information should be available by the work session date. This area is still under consideration.

11 – Multnomah County: West Hayden Island

West Hayden Island was brought into the UGB in 1983 for the purposes of a marine port. The area is in Multnomah County as the City of Portland has declined to annex the land. Staff has been in communication with the Port of Portland, the owner of the property, and understands they do not support this land being removed from the UGB. Multnomah County staff has not taken a position on West Hayden Island. A meeting with Portland staff is being scheduled. Staff will continue to discuss this area with the appropriate parties. Thus, this area is still under consideration.

Possible considerations for further narrowing UGB exchange candidate areas

Per Metro Council direction, it is staff's intention to provide several possible UGB exchange options for Council consideration. However, it is also necessary to narrow existing options down somewhat to facilitate Council discussions. Staff will present narrowed options in a Chief Operating Officer (COO) recommendation this October and will seek MPAC's endorsement of that recommendation. To get to that COO recommendation, staff is seeking MPAC's input on considerations that can narrow the exchange options presented in this memo. Suggested considerations are as follows:

Planning and infrastructure status

Understanding the planning, infrastructure provision, and development status of candidate areas has been the focus of consultations with local jurisdiction and service district staff this summer. If additional information comes forward, it could be used to remove from consideration areas that may be more ready for development than initially understood or to reinforce our understanding that some areas do not appear ready for development for some time to come.

Time in UGB

All the UGB exchange candidate areas that staff recommends for further discussion have been inside the UGB for at least 20 years. Most of these areas were added to the UGB in 2002, but some date back to 1983 and 1979, when the region's UGB was originally adopted. Staff suggests discussing whether areas that have been in the UGB longer, yet remain undeveloped, deserve additional consideration as exchange candidates.

Parcelization

Some exchange candidate areas consist of large parcels, while others consist of smaller parcels with rural residential development. Existing low-density development may make some areas difficult to urbanize efficiently in the future and, by that measure, may make sense for UGB exchange. On the other hand, it is likely that such areas have property owners that have diverse views on whether they would like their properties considered for exchange.

Property owner wishes

The Metro Council has the authority to manage the region's urban growth boundary and, while it values the desires of property owners, it is not bound by them and must maintain a regional perspective. On some occasions, the Council's regional perspective has led it to expand the UGB in locations where property owners did not want their properties included in the UGB (while others did). Similarly, in this proposed exchange, there will be a mix of viewpoints among property owners whose properties are being considered for removal from the UGB. While it is important to understand the general sentiment of property owners, staff does not recommend only considering areas with property owners that wish to have their land removed from the UGB as doing so would likely result in a piecemeal outcome.

Number of exchange areas

The quickest way to narrow options down would be to focus on larger contiguous areas. On the other hand, focusing on such areas may deemphasize other considerations that are equally or more important.

In the UGB for a unique purpose

Some areas were added to the UGB to address a very specific need such as to provide large industrial sites that could be served by specialized infrastructure. Discussions of such areas may be best handled in a more deliberate manner with an updated understanding of whether those unique needs still exist. For instance, such areas may deserve additional discussion as part of the 2024 Urban Growth Report.

Jurisdiction's position

As with property owners, some jurisdictions may be open to having lands removed from the UGB in their jurisdiction (as with counties) or in their vicinity (as with cities that have not yet annexed areas). While the approval of local jurisdictions or service districts is not required, their interests are worth considering.

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 10/05/2022

From: Public Works Director, John M. Lewis, P.E.

SUBJECT:

Request for Approval to Apply for United States Environmental Protection Agency's Water Infrastructure Finance and Innovation Act (WIFIA) Loan and Authorize the Expenditure of $100,000 by the City Manager to Cover the Cost of the Application Fee for Water System Improvements

STAFF RECOMMENDATION:

Recommends proceeding with WIFIA loan application to finance needed water system improvements, including authorization of the required $100,000 application fee.

BACKGROUND:

The City has over $81 million dollars of water infrastructure improvements identified in its Water Master Plan. Increases in Water System Development Charges (SDC) and Water Rates would be necessary to fund all these improvements. Water rate increases required to fully fund the city's infrastructure needs exceed the 3% annual limit set by City Charter, requiring voter approval. Borrowing money was identified as a way to finance major improvements and minimize the water rate increase necessary above the 3% limit. Borrowing also required voter approval.

In November 2021, the City Commission placed two ballots before the voters of Oregon City:

- Measure 3-567 – Authorized the City to borrow funds for water system improvements
- Measure 3-578 – Authorized a temporary water rate increase above the 3% annual charter limit

Measure 3-567 was passed by voters, authorizing the City to borrow up to $38 million. Measure 3-578 did not pass, limiting the annual water rate increase to 3% in accordance with the City Charter.

Without a rate increase above the 3% annual Charter limit, the City's ability to fund capital improvements on our infrastructure is limited as the majority of the current rate revenue goes to maintenance of our existing system.

With borrowing in mind as a financing solution for infrastructure improvements, the City submitted a Letter of Interest for a Water Infrastructure Finance and Innovation Act (WIFIA) loan in June 2021. On October 26, 2021, the City received notice from the United States Environmental Protection Agency that its Letter of Interest was selected, and the City was invited to apply for a WIFIA Loan.

This program provides low-interest, long-term loans for qualifying water infrastructure project packages of $20 million or more. Funding for the project package comes from a combination of federal dollars and applicant revenues meeting the following parameters:

- Maximum loan amount is 49% of eligible WIFIA project package costs*
- Matching funds make up the balance of WIFIA project package costs
    - Rate revenue
    - Water SDC revenue
    - ARPA grant funds*

  *Up to 80% of the project can receive federal funding in the form of loan and grants.

This program offers unique and flexible financing terms. In addition to having a low fixed-interest rate, other key aspects of the program include:

- **Customized Repayment Schedule**: Allowing flexibility to match applicant's anticipated revenues
- **Loan Repayment Period**: Up to 35 years to repay the loan
- **Deferred Payments**: Payments may be deferred up to 5-years after the project's substantial completion
- **WIFIA Loans Combined with other Funding Sources**: WIFIA loans can be combined with other loans, bond, debt, grants

The City of Oregon City has received $8.3 million dollars of American Rescue Plan Act (ARPA) grant funds. In the current biennium budget, the City has allocated $5.6 million of these funds toward water system improvement projects and reflected this funding in our financial planning. These funds can be used as matching funds for the WIFIA loan.

While the full water CIP cannot be supported without a rate increase, significant work can be completed if the City pursues this federal funding option.

City staff presented a short-term CIP implementation plan and strategy that utilized available revenues and borrowed money to tackle some of its highest priority work

and presented at the February 8, 2022, City Commission Work Session. In addition to existing budgeted projects, staff identified a short-term CIP implementation plan, focusing on projects that address the city's aging system rehabilitation and replacement needs, cybersecurity, and improvements needed in the Upper System where the existing water system is struggling to convey enough water to serve current demands.

The total estimated cost for the projects presented, was $24 million dollars. To complete the work with the 3% annual rate limit, borrowing money through the WIFIA loan program and use of ARPA dollars is needed. At the subject work session, the City Commission confirmed its interest in pursuing a WIFIA loan and requested that proposed projects provide a benefit to existing customers.

At the September 13, 2022, work session, staff presented an updated WIFIA Project package. Given supply chain issues and rising inflation, construction costs increased significantly, impacting project budgets. Given the City's water rate limitation and increased project costs, staff made the difficult decision to delete the planned reservoir rehabilitation and upgrade projects for Boynton and Barlow Crest Reservoirs (estimated at $8.2 million) to bring the overall WIFIA loan package down to an amount that could be financially supported. Upper System transmission improvements are needed to fill our reservoirs and meet demands; therefore, the transmission improvements were prioritized over the reservoirs.

The proposed WIFIA project list was presented as follows:

- **SCADA Isolation Project:** Increasing cyber security for water system
- **Pipe Repair & Replacement:** Complete 5 years of planned work
- **Undersized Waterline Replacement:** Complete 5 years of planned work
- **Henrici Transmission Improvement:** Complete priority transmission improvements needed to improve service in upper zone by improving water transmission which will improve resiliency in the upper zone and help meet peak summer demands.
- **Fairway Downs Pump Station Replacement & Upgrade ("Henrici Pump Station")**: Replacing the undersized, aging pump station with a new pump station and associated transmission improvement, to improve service to the upper zone

These projects represent a $28,000,000 million WIFIA package compared to the previously proposed $24,000,000 million.

City Commission confirmed that the proposed projects to be included in the WIFIA loan application package are consistent with the Commission's intent to provide water system improvements that provide benefit to existing customer needs.

WIFIA LOAN APPLICATION:

WIFIA Projects

In preparation of the WIFIA Loan application, the project list was simplified to facilitate loan review and administration, as well as providing clarity in each project's benefit to the water system. The following is the final project list for the WIFIA loan application:

- Project 1: Cyber Security Improvements – SCADA Firewall
- Project 2: Pipe Rehabilitation Program
- Project 3: Upper System Transmission Improvements

Project 1 creates a firewall between the City's network and the water system SCADA controls, thereby providing improved cyber security for the water system.

Project 2 includes water system improvements for pipe repair, replacement, and upsizing undersized waterlines. This project represents 5 years of work.

Project 3 includes projects that will address existing Upper System water transmission issues which currently prevent operation of the Mt. View Pump Station to its design capacity and system limitations preventing it from conveying sufficient flow to fill reservoirs and meet peak season demands. Projects include new larger transmission mains and replacement of the Fairway Downs Pump Station (which is beyond its useful life) with a new pump station located at the Henrici Reservoir site, resulting in a name change to "Henrici Pump Station".

WIFIA Loan Terms

The City of Oregon City is fortunate to be one of four projects from Oregon invited to apply for the WIFIA funding. Moving forward with this invitation gives the city an opportunity to enhance the limited amount of revenue and complete more water infrastructure projects. In the current economic climate, the WIFIA loan is truly the best option for the city to fund the growing water needs of its residents and address the city's aging systems. In combination with ARPA funding and matching city funding, the WIFIA loan is a solid choice to deliver quality water infrastructure to the residents of Oregon City without increasing the rates above the 3% annual rate limit.

The city's Finance Department is assisting Public Works with the financial analysis and financing or the US Environmental Protection Agency WIFIA program application. The application will include specific details about the city's financial standings and statistical data from the city's utility billing databases. The city's Finance Department has spent a substantial amount of time developing the financial modeling for the WIFIA loan. The financial modeling, based on historical data, forecasting, and other assumptions, has gone through numerous iterations to fine tune the balance between the funding sources for the selected water projects. The financial modeling includes growth factors, targeted reserves, in combination with

other best practices, to ensure a conservative approach to the model. The financial modeling has also been reviewed and vetted by the city's outside Financial Advisor for accuracy and reasonableness.

City staff is planning to submit a loan amount of 13.9M for city's water projects. If the loan application is successful, the city will move forward with a low-interest loan (targeted at 5%) that can be repaid over a period of up to 35 years. Currently, the city has chosen the 20-year repayment option. The other benefits of the WIFIA loan are deferred payments and low fees. The chart below shows the targeted amounts and funding sources for the WIFIA loan.

The following is the breakdown.

Revenue Source	Total Funded by Source	Percent of WIFIA Package
ARPA	$5,600,000	20%
Water Rates	$3,184,000	11%
Water SDC	$5,714,000	20%
WIFIA Loan (debt)	$13,930,000	49%
Total	$28,428,000	

Capital reserves for emergencies or unanticipated capital repairs will be limited for the first 3 years, however, the WIFIA package has been adjusted to ensure recommended minimum reserves.

While there continues to be insufficient revenue to support additional major capital improvements, such as reservoir rehabilitation, seismic retrofits, and the addition of additional reservoir storage, the WIFIA loan represents the City's best option to finance large capital improvements needed to address its most immediate needs for the next 5 years.

The WIFIA loan application requires payment of a $100,000 application fee. Once the application and fee is received, EPA will review the application and work with the City's team over the next 3 to 6 months to finalize the terms of the loan, including approval of WIFIA projects to be funded.

CITY COMMISSION DIRECTION NEEDED:

The purpose of this City Commission item is authorization to apply for the WIFIA loan and to authorize payment of the $100,000 loan fee.

Options:

1. Authorize the City Manager to issue payment in the amount of $100,000 and sign a WIFIA loan application for water system improvements, or

2. Authorize the City Manager to issue payment in the amount of $100,000 and sign a WIFIA loan application for water system improvement, with adjustments to the WIFIA Loan Package, or

3. Direct City Staff to not submit for the WIFIA loan

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 10/05/2022

From: City Manager Tony Konkol

SUBJECT:

American Rescue Plan Act of 2021 (ARPA) Funding

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the American Rescue Plan Act of 2021 Funding list outlined below.

EXECUTIVE SUMMARY:

The City has received the full American Rescue Plan Act (ARPA) allocation of $8,293,549. The 2021-23 adopted biennial budget allocated the original estimate of $7,600,000 to water projects, broadband projects, tourism, transportation, and an undesignated remainder of $1,400,000. The final award was higher than anticipated by $693,549, which increased the undesignated amount to $2,093,549. The City Commission has identified a list of projects and funding to be completed with the ARPA funds as outlined below.

BACKGROUND:

The City Commission has identified the following projects and expenditures to funded with the ARPA funds that the City has received. At the September 13, 2022 work session, the Commission agreed to the following projects for the undesignated ARPA funds, with the addition of $60,000 as a match for a potential Oregon Main Street grant to complete a feasibility study of the Clackamas County Courthouse and a reduction of the community meeting space expenditure to $50,000. Staff identified an error in the project table expenditures, resulting in additional $100,000 being available. Staff has increased the C800 implementation/construction additional costs by $40,000 and has proposed to hold the remaining $50,000 for future unanticipated opportunities and/or project contingency.

Expenditures approved in the 2021-23 biennial budget:

1. Water Infrastructure - $5,600,000

2. Broadband Feasibility Study - $200,000
3. Tourism - $100,000
4. Transportation - $ 300,000

Expenditures of the remaining undesignated ARPA funds:

5. Downtown bathroom - $400,000
6. Homelessness (Father's Heart Relocation) - $400,000
7. Community meeting space - $50,000
8. Essential employees pay - $50,000
9. Oregon Main Street grant match for Court House - $60,000
10. Elevator security enhancements - $25,000
11. Downtown parking kiosks - $225,000
12. Library post-covid reconfiguration - $75,000
13. City match on Federal dollars for quiet zone - $600,000
14. C800 implementation/construction additional costs - $158,549
15. Hold for unanticipated future opportunity/project contingency - $50,000

Total : $8,293,549

OPTIONS:

1. Approve the proposed ARPA project list and expenditures.
2. Amend and approve the proposed ARPA project list and expenditures.
3. Do not approve the proposed ARPA project list and expenditures.

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 10/05/2022

From: City Manager, Tony Konkol

SUBJECT:

Second Reading of Ordinance 22-1006, Creating the Oregon City Youth Advisory Commission

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the second reading of proposed Ordinance Number 22-1006.

EXECUTIVE SUMMARY:

The City Commission approved the first reading of proposed Ordinance Number 22-1006 at the Commission meeting on September 21, 2022.

Commissioner Marl created a draft Oregon City Youth Advisory Commission proposal that was reviewed and discussed by the City Commission on July 12, 2022, August 17, 2022 and September 13, 2022. The draft proposal identified the roles, responsibilities, and composition of a potential Youth Advisory Commission for the City of Oregon City. Based on the direction of the City Commission, staff has prepared a new section to the Oregon City Municipal Code creating the Oregon City Youth Advisory Commission.

Based on the direction from the August 17, 2022 meeting, additional outreach by a Commission member was going to occur to understand the impacts, investment, format and success of Youth Advisory Commissions, or similar, in other jurisdictions. At the September 7, 2022 City Commission meeting staff was directed to place this item on the September 13, 2022 work session.

In response to questions concerning the resources necessary to effectively implement a new Youth Advisory Commission, staff is recommending that $10,000 in funding is necessary for the Youth Advisory Commission to have the financial resources to effectively engage the youth community through outreach efforts, events and an open house. It is possible that the entirety of these funds will not be utilized, but some funding will be necessary to be effective.

The second question of the Commission is related to staffing of the new commission. Staff is recommending a ½ FTE employee to staff and manage the newly created Youth Advisory Commission. This position would be a Community Engagement Coordinator position, which would serve the Youth Advisory Commission, the Citizen Involvement Committee, and would be able to expand the city's engagement with the community through responsibilities that could include coordination of community events and volunteers.

The Commission also has indicated that engagement and coordination with the school district is desirable and an important component of the success of the Youth Advisory Commission. Staff has met with the Superintendent of the Oregon City School District and discussed the opportunity to cooperate and coordinate the activities of the Youth Advisory Commission. There would be an opportunity for such coordination, but no details have been discussed or agreed to.

OPTIONS:

1. Approve the second reading of proposed Ordinance No. 22-1006.
2. Amend proposed Ordinance No. 22-1006.
3. Deny the second reading of proposed Ordinance No. 22-1006.

BUDGET IMPACT:

Amount	Estimated at $60,000
	$50,000 for 1/2 FTE, $10,000 committee funding
FYs	FY 22
Funding Source	General Fund

ORDINANCE NO. 22-1006

AN ORDINANCE ADOPTING THE CREATION OF THE YOUTH ADVISORY COMMISSION TO OREGON CITY MUNICIPAL CODE AS TITLE 2.62:

WHEREAS, The City of Oregon City finds that well informed and engaged youth are necessary for a complete community that addresses the needs of all the community members; and

WHEREAS, the creation of the Oregon City Youth Advisory Commission will give local students a voice in their municipal government; and

WHEREAS, the Youth Advisory Commission will be guided by the belief that local involvement at a young age is crucial to ensuring a well-informed and engaged citizenry in the future; and

WHEREAS, the creation of the Youth Advisory Commission will provide an opportunity for members to gain knowledge about governance, build leadership skills, create programs to engage the youth of the Oregon City area, and to partipate in community progams that benefit the community;

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

The City hereby creates and adopts the Youth Advisory Commission into Section 2 of the Oregon City Municipal Code, which is attached hereto as Exhibit 'A'.

Read for the first time and second time at a regular meeting of the City Commission held on the 21st day of September 2022 and the City Commission finally enacted the foregoing Ordinance this 5th day of October 2022.

_____
Commission President, Denyse C. McGriff

Attested to this _____ day of _____2022:

_____
Jakob Wiley, City Recorder

Approved as to legal sufficiency:

_____
City Attorney

Exhibits:
Exhibit A – Section 2.62 of the Oregon City Municipal Code

Chapter 2.62 – Youth Advisory Commission

2.62.010 – Created.

There is created a youth advisory commission for the City of Oregon City having the duties and responsibilities provided in this chapter.

2.62.015 – Purpose.

The Oregon City youth advisory commission is created to provide local students a voice in their municipal government, build an understanding of governance and leadership and to provide opportunities to engage and serve the community. The youth advisory commission shall be guided by the belief that local involvement at a young age is crucial to ensuring a well-informed and engaged citizenry in the future and to provide an opportunity for members to become equipped with the knowledge and leadership skills necessary to become active contributors in the community now and in the future.

2.62.020 – Membership.

The youth advisory commission shall consist of nine youth members and one non-voting city commissioner to be appointed by the Mayor:

A. Members of the youth advisory commission shall be high school students at the time of swearing in and shall reside within the city limits of Oregon City.
B. Any vacancy shall be filled by the mayor, at their sole discretion, for the unexpired portion of the vacated term.
C. The term of service shall be considered from September through June and there are no term limits.
D. Appointed youth advisory commission members may be re-appointed for a second term without an interview at the discretion of the mayor. A youth advisory commission member must participate in a recommitment interview with the mayor after serving two consecutive terms.
E. The chairperson, vice chairperson and all new members shall be sworn in by the youth advisory commission city commissioner at the first regular meeting of the term.

2.62.030 – Election of officers.

The youth advisory commission, at the beginning of each term, shall elect a chairperson and vice chairperson, who shall hold the positions for one term of service. The chairperson and the vice chairperson shall be a junior or senior in high school.

2.62.040 – Chairperson

The chairperson is responsible for running the youth advisory commission meetings, assigning tasks and working with the staff to set the upcoming agendas.

2.62.050 – Vice Chairperson.

The vice chairperson is responsible for taking meeting minutes and providing financial updates as applicable.

2.62.060 – Quorum and Meetings.

A. A majority of appointed members shall constitute a quorum.
B. If a quorum is present, all matters shall be decided by a vote of the majority present.
C. The youth advisory commission shall meet once a month.
D. All meetings shall be open to the public and public meeting laws shall apply.

2.62.070 – Youth Advisory Committee Member Responsibilities.

A. Review and prepare strategies addressing issues of interest to students in the greater Oregon City community, including topics such as drug and alcohol abuse, bullying and driver safety or any other topic determined to be of importance by the youth advisory commission.
B. Members shall participate in an annual goal-setting retreat at the beginning of each term.
C. Members shall be responsible for completing tasks and projects as assigned.
D. Members of the youth advisory commission shall attend at least three community service events per session.
E. The youth advisory commission shall organize a minimum of one student town hall to hear from their peers and engage the larger Oregon City youth community.
F. The youth advisory commission shall prepare an annual report at the end of the term to present to the city commission detailing the accomplishments, challenges, areas for improvement and goals for the future.

2.62.080 – Code of Conduct and Expectations

Members of the youth advisory commission shall be held to the highest standards of citizenship, scholarship and participation.

A. Members may have no more than one unexcused absence or no more than two excused absences from youth advisory commission meetings. An absence shall be considered excused provided advanced notice of 24 hours is provided to the chairperson and staff liaison or is determined to be excused by the chairperson and staff liaison.
B. Absences may be made up for by attending a City of Oregon City commission, advisory board or committee meeting within 30 days of the absence.
C. Members shall remain in good standing at their school by maintaining passing grades and abiding by the school code of conduct.
D. Violations of the code of conduct and expectations of this section shall be reviewed by the member, chairperson, vice chairperson, city commission member, staff liaison and the mayor with a goal of improving the performance and participation of the member.

E. The mayor shall have the sole discretion to determine if a member shall be removed from the youth advisory commission.

2.62.090 – Expenditures

The youth advisory commission shall have no authority to make any expenditure on behalf of the city or to obligate the city for payment of any sums of money unless the city manager or city commission, as appropriate, authorizes such expenditure.