



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, September 06, 2023 at 7:00 PM

EXECUTIVE SESSION OF THE CITY COMMISSION:

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

- Pursuant to ORS 192.660(2)(h): To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

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@orc.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)*
- Email recorderteam@orc.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. 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.

4. CEREMONIES AND PROCLAMATIONS

[4a.](#) Star Trek Day

[4b.](#) Hispanic Heritage Month

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.](#) Fair Housing Resolution

[7b.](#) Personal Services Agreement with Archaeological Investigations Northwest, Inc. (AINW) for the Clairmont Waterline Replacement Project Phase 2 (CI 22-010)

[7c.](#) Personal Services Agreement with Century West Engineering for the 2024 Roadway Reconstruction Project (PMUF) (CI 23-007)

[7d.](#) Clackamas 800 Radio Group Radio Bond project additional funding approval

[7e.](#) Purchase of two (2) 2023 Ford Police Interceptor Utility Vehicle AWD

[7f.](#) Minutes of the May 3, 2023 City Commission Meeting

[7g.](#) Minutes of the July 11, 2023 City Commission Work Session

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

[9a.](#) C-4 revisions to the Joint Values on the Proposed Regional Congestion Pricing and Toll Projects within the Portland Metro Region

[9b.](#) Artwork selected for new Downtown Restroom

[9c.](#) Legislative Review from the 2023 session and draft comments to the Housing Production Advisory Council

[9d.](#) Second Reading of Ordinance No. 23-1008, Amending OCMC 2.58.050 to Allow the Parks and Recreation Advisory Committee Bylaws to Determine the Number of Required Meetings

[9e.](#) Community Engagement Specialist position

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

ORDINANCE NOTICE

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

PUBLIC COMMENT GUIDELINES

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

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

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

ADA NOTICE

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

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

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

From: [Bill Carton](#)
To: [recorderteam](#)
Subject: Citizen testimony for next City Commission meeting
Date: Wednesday, August 23, 2023 3:02:44 PM
Attachments: [HB3127 Enrolled.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I would like to offer the following recommendation to the City Commission for their next meeting:

As mentioned in this news article:

<https://www.oregonlive.com/business/2023/06/oregon-to-ban-tiktok-other-software-on-government-devices.html>

the legislature passed HB3127, and the Governor signed it on July 13, 2023, forbidding state assets (computer systems, cell phones) from downloading, etc. products from the following vendors:

(2) “Covered vendor” means any of the following corporate entities, or any parent, subsidiary, affiliate or successor entity of the following corporate entities: (a) Ant Group Co., Limited. (b) ByteDance Limited. (c) Huawei Technologies Company Limited. (d) Kaspersky Lab. (e) Tencent Holdings Limited. (f) ZTE Corporation. (g) Any other corporate entity designated a covered vendor by the State Chief Information Officer under section 3 of this 2023 Act.

This includes TikTok and other apps.

I recommend the City adopt the spirit and be in alignment with the letter of this state law, and duplicate its technical prohibitions on City assets such as computer systems and cell phones, and require all City departments to do the same, as recommended by City IT staff.

Thank you and best regards,

William Carton

[Redacted signature]

Enrolled House Bill 3127

Sponsored by Representatives BOWMAN, EVANS, Senator KNOPP, Representatives HELFRICH, LEVY E, Senator WOODS; Representatives CONRAD, DEXTER, HIEB, LEWIS, Senator MAN-
NING JR

CHAPTER

AN ACT

Relating to the security of state assets; and prescribing an effective date.

Be It Enacted by the People of the State of Oregon:

SECTION 1. As used in sections 1 to 3 of this 2023 Act:

(1) “Covered product” means any form of hardware, software or service provided by a covered vendor.

(2) “Covered vendor” means any of the following corporate entities, or any parent, subsidiary, affiliate or successor entity of the following corporate entities:

- (a) Ant Group Co., Limited.
- (b) ByteDance Limited.
- (c) Huawei Technologies Company Limited.
- (d) Kaspersky Lab.
- (e) Tencent Holdings Limited.
- (f) ZTE Corporation.

(g) Any other corporate entity designated a covered vendor by the State Chief Information Officer under section 3 of this 2023 Act.

(3) “State agency” means any board, commission, department, division, office or other entity of state government, as defined in ORS 174.111, except that state government does not include the Secretary of State or State Treasurer.

(4) “State information technology asset” means any form of hardware, software or service for data processing, office automation or telecommunications used directly by a state agency or used to a significant extent by a contractor in the performance of a contract with a state agency.

SECTION 2. (1) A covered product may not be:

- (a) Installed or downloaded onto a state information technology asset; or
- (b) Used or accessed by a state information technology asset.

(2) A state agency shall:

(a) Remove any covered product that is installed or downloaded onto a state information technology asset that is under the management or control of the state agency; and

(b) Implement all measures necessary to prevent the:

(A) Installation or download of a covered product onto a state information technology asset that is under the management or control of the state agency; or

(B) Use or access of a covered product by a state information technology asset that is under the management or control of the state agency.

(3)(a) Notwithstanding subsections (1) and (2) of this section, a state agency may, for investigatory, regulatory or law enforcement purposes, permit the:

(A) Installation or download of a covered product onto a state information technology asset; or

(B) Use or access of a covered product by a state information technology asset.

(b) A state agency that permits the installation, download, use or access of a covered product under this subsection shall adopt risk mitigation standards and procedures related to the installation, download, use or access of the covered product.

(4) The State Chief Information Officer shall coordinate with and oversee state agencies to implement the provisions of this section in accordance with the policies and standards adopted under section 3 (3) this 2023 Act.

SECTION 3. (1) The State Chief Information Officer shall adopt:

(a) Rules pertaining to the designation of a corporate entity as a covered vendor under section 1 (2)(g) of this 2023 Act; and

(b) Policies and standards for state agencies to implement the provisions of section 2 of this 2023 Act.

(2) The rules adopted under this section must include:

(a) The definition of “national security threat” for purposes of protecting state information technology assets;

(b) Criteria and a process for determining when a corporate entity poses a national security threat; and

(c) Criteria and a process for determining when a corporate entity no longer poses a national security threat.

(3) The policies and standards adopted under this section must include:

(a) The procedures for providing state agencies, the Secretary of State and the State Treasurer notice that a corporate entity is designated or no longer designated a covered vendor under section 1 (2)(g) of this 2023 Act;

(b) The time schedules for implementing the requirements under section 2 of this 2023 Act with regard to a corporate entity that is designated a covered vendor by the State Chief Information Officer; and

(c) The time schedules for incorporating the requirements under section 2 of this 2023 Act into a state agency’s information security plans, standards or measures.

SECTION 4. (1) As used in this section:

(a) “Covered product” means any form of hardware, software or service provided by a covered vendor.

(b) “Covered vendor” means any of the following corporate entities, or any parent, subsidiary, affiliate or successor entity of the following corporate entities:

(A) Ant Group Co., Limited.

(B) ByteDance Limited.

(C) Huawei Technologies Company Limited.

(D) Kaspersky Lab.

(E) Tencent Holdings Limited.

(F) ZTE Corporation.

(c) “State information technology asset” means any form of hardware, software or service for data processing, office automation or telecommunications used directly by the office of the Secretary of State or used to a significant extent by a contractor in the performance of a contract with the office of the Secretary of State.

(2) Except as provided in subsection (4) of this section, the Secretary of State shall:

(a) Prohibit a covered product from being:

(A) Installed or downloaded onto a state information technology asset; or

- (B) Used or accessed by a state information technology asset;
 - (b) Remove any covered product that is installed or downloaded onto a state information technology asset; and
 - (c) Implement all measures necessary to prevent the:
 - (A) Installation or download of a covered product onto a state information technology asset; or
 - (B) Use or access of a covered product by a state information technology asset.
 - (3) For any corporate entity that the State Chief Information Officer designates as a covered vendor under section 3 of this 2023 Act, the secretary may:
 - (a) Prohibit a covered product from being:
 - (A) Installed or downloaded onto a state information technology asset; or
 - (B) Used or accessed by a state information technology asset;
 - (b) Remove any covered product that is installed or downloaded onto a state information technology asset; and
 - (c) Implement all measures necessary to prevent the:
 - (A) Installation or download of a covered product onto a state information technology asset; or
 - (B) Use or access of a covered product by a state information technology asset.
 - (4) If the secretary adopts risk mitigation standards and procedures related to the installation, download, use or access of a covered product, the secretary may, for investigatory, regulatory or law enforcement purposes, permit the:
 - (a) Installation or download of the covered product onto a state information technology asset; or
 - (b) Use or access of the covered product by a state information technology asset.
- SECTION 5. (1) As used in this section:**
- (a) “Covered product” means any form of hardware, software or service provided by a covered vendor.
 - (b) “Covered vendor” means any of the following corporate entities, or any parent, subsidiary, affiliate or successor entity of the following corporate entities:
 - (A) Ant Group Co., Limited.
 - (B) ByteDance Limited.
 - (C) Huawei Technologies Company Limited.
 - (D) Kaspersky Lab.
 - (E) Tencent Holdings Limited.
 - (F) ZTE Corporation.
 - (c) “State information technology asset” means any form of hardware, software or service for data processing, office automation or telecommunications used directly by the office of the State Treasurer or used to a significant extent by a contractor in the performance of a contract with the office of the State Treasurer.
- (2) Except as provided in subsection (4) of this section, the State Treasurer shall:
 - (a) Prohibit a covered product from being:
 - (A) Installed or downloaded onto a state information technology asset; or
 - (B) Used or accessed by a state information technology asset;
 - (b) Remove any covered product that is installed or downloaded onto a state information technology asset; and
 - (c) Implement all measures necessary to prevent the:
 - (A) Installation or download of a covered product onto a state information technology asset; or
 - (B) Use or access of a covered product by a state information technology asset.
 - (3) For any corporate entity that the State Chief Information Officer designates as a covered vendor under section 3 of this 2023 Act, the State Treasurer may:
 - (a) Prohibit a covered product from being:

- (A) Installed or downloaded onto a state information technology asset; or
- (B) Used or accessed by a state information technology asset;
- (b) Remove any covered product that is installed or downloaded onto a state information technology asset; and
- (c) Implement all measures necessary to prevent the:
 - (A) Installation or download of a covered product onto a state information technology asset; or
 - (B) Use or access of a covered product by a state information technology asset.
- (4) If the State Treasurer adopts risk mitigation standards and procedures related to the installation, download, use or access of a covered product, the State Treasurer may, for investigatory, regulatory or law enforcement purposes, permit the:
 - (a) Installation or download of the covered product onto a state information technology asset; or
 - (b) Use or access of the covered product by a state information technology asset.

SECTION 6. This 2023 Act takes effect on the 91st day after the date on which the 2023 regular session of the Eighty-second Legislative Assembly adjourns sine die.

Passed by House March 28, 2023

.....
Timothy G. Sekerak, Chief Clerk of House

.....
Dan Rayfield, Speaker of House

Passed by Senate June 21, 2023

.....
Rob Wagner, President of Senate

Received by Governor:

.....M.,....., 2023

Approved:

.....M.,....., 2023

.....
Tina Kotek, Governor

Filed in Office of Secretary of State:

.....M.,....., 2023

.....
Secretary of State

PROCLAMATION Star Trek Day 2023

WHEREAS, in 1964, a freelance writer named Gene Roddenberry created Star Trek; and

WHEREAS, on September 8, 1966, the original series, Star Trek, debuted on NBC; and

WHEREAS, Star Trek followed the voyages of the Starship Enterprise, a space exploration vessel; and

WHEREAS, the mission of the Enterprise was to explore strange new worlds, to seek out new life and new civilizations, and to boldly go where no one has gone before; and

WHEREAS, Star Trek has forever changed the genre of science fiction as we know it; and

WHEREAS, Star Trek featured a multi-ethnic crew; and

WHEREAS, the Star Trek canon includes the original series, nine spin-off television series, and a film franchise; and

WHEREAS, Gene Roddenberry was the first television writer to receive a star on the Hollywood Walk of Fame; and

WHEREAS, Star Trek is noted for its cultural influence beyond the works of science fiction;

NOW, THEREFORE BE IT RESOLVED that the City Commission of Oregon City does hereby proclaim:

September 8, 2023 (Stardate 2309.08)

as

Star Trek Day



And, calls upon the people of Oregon City to join their fellow citizens across the Star Trek universe in recognizing and participating in this special observance. Live Long and Prosper.

In Witness Whereof, I have hereunto set my hand this 6th day of September 2023.

Denyse C. McGriff, Mayor

PROCLAMATION

HISPANIC HERITAGE MONTH

Whereas, in honor of Hispanic Heritage Month, the City of Oregon City is pleased to celebrate the Hispanic and Latino/a/x community throughout our city; and

Whereas, National Hispanic Heritage Month is celebrated in the United States from September 15 to October 15. The observance was introduced in 1969 as Hispanic Heritage Week under President Lyndon B. Johnson and expanded by President Ronald Reagan in 1988 to cover a 30-day period; and

Whereas, Hispanic Heritage Month celebrates the history, traditions, and culture of the Hispanic and Latino/a/x residents of Clackamas County. We admire the invaluable ways they contribute to our city by bringing a rich diversity and growth to our community; and

Whereas, we strive to continue to commemorate this month by recognizing and dedicating ourselves to working together to address the challenges that still face our Hispanic and Latino/a/x population.

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

September 15 to October 15, 2023

as

Hispanic Heritage Month

And, call upon the people of Oregon City to join their fellow citizens across the United States in recognizing and participating in this special observance.

In Witness Whereof, I have hereunto set my hand this day 6th day of September 2023.

DENYSE C. MCGRIFF,
Mayor



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Tony Konkol, City Manager

Agenda Date: September 6, 2023

SUBJECT:

Fair Housing Resolution – For the Purpose of Securing CDBG Funds for the Oregon City Microenterprise Grant Program

STAFF RECOMMENDATION:

Accept the Fair Housing Resolution and enter into a contract with Business Oregon to receive CDBG funds to establish the City's Microenterprise Grant Program.

EXECUTIVE SUMMARY:

Business Oregon has awarded The City of Oregon City a \$110,000 grant to operate the Oregon City Microenterprise Grant program in FY 2024. The City is being asked through the included resolution, to reaffirm its support of fair housing practices as stated in the Federal Fair Housing Amendments Act of 1988 as part of the acceptance of grant dollars.

BACKGROUND:

Oregon City Economic Development staff received support from the City Commission to pursue a grant from Business Oregon for the purpose of establishing a Microenterprise Grant program in our community. Business Oregon has awarded Oregon City a \$110,000 grant to fund this program. The Microenterprise Grant program will award 10 grants of \$10,000 each to microenterprise business owners in Oregon City who are of low or moderate-income. A "microenterprise" is defined as a business with five or fewer employees, including the business owner(s).

The grant funds are sourced from the federal Community Development Block Grant program, and as such require a public resolution in support of the Fair Housing Amendment Act of 1988.

Therefore, in support of the Fair Housing Amendments of 1988, staff recommends that the proposed resolution be approved and publicized by posting fair housing notices at city-owned facilities where public meeting notices are currently posted.

Staff further recommends that in the event the City of Oregon City gets a fair housing complaint, that the complaint is referred to the Clackamas County Housing Authority and the Oregon Civil Rights Division.

OPTIONS:

1. Pass the Oregon City Resolution in support of the Fair Housing Amendment Act of 1988.
2. Do not pass the resolution in support of the Fair Housing Amendment Act of 1988.

BUDGET IMPACT:

Amount: \$110,000

FY: FY23-FY24

Funding Source: Business Oregon Community Development Block Grant funds

RESOLUTION NO. 23-23**A RESOLUTION IN SUPPORT OF FAIR HOUSING PRACTICES**

WHEREAS, the City of Oregon City acknowledges that discrimination in the sale, rental, lease, advertising of sale, rental or lease, financing of housing or land to be used for the construction of housing or in the provision of brokerage or rental services, because of race, color, religion, sex, disability (physical or mental), familial status (e.g., the presence of children) or national origin is prohibited by Title VIII of the federal Fair Housing Amendments Act of 1988; and

WHEREAS, the City of Oregon City supports the Fair Housing Amendments Act of 1988 and equal opportunity in housing for all persons regardless of race, color, religion, sex, disability (physical and mental), familial status, actual or perceived sexual orientation, gender identity, marital status, or national origin; and,

WHEREAS, the City of Oregon City affirms its support of the Fair Housing Amendments Act of 1988 as it enters into a contract with Business Oregon for the implementation of the Oregon City Microenterprise Grant Program, as is required by the U.S. Department of Housing and Urban Development in order to receive Community Development Block Grants funding;

NOW, THEREFORE, OREGON CITY RESOLVES that within the resources available to the City of Oregon City through City, County, and volunteer sources, the City of Oregon City will assist all persons who feel they have been discriminated against because of race, color, religion, sex, disability (physical and mental), familial status, or national origin by providing contact information for the Clackamas Housing Authority, and the Oregon Civil Rights Division.

BE IT FURTHER RESOLVED that the City of Oregon City shall publicize this Resolution and any applicable state or local laws or ordinances at all appropriate City-owned facilities.

Section 1. For the purpose of informing those affected of their respective responsibilities and rights concerning Fair Housing law and compliant procedures, such publicity will, at a minimum, include the locations where assistance is available to those seeking to file a discrimination complaint.

Approved and adopted at a regular meeting of the City Commission held on the 6th day of September, 2023.

DENYSE C. MCGRUFF
Mayor

Attested to this 6th day of September, 2023.

Angelique Nomie, Assistant City Recorder



CITY OF OREGON CITY

Staff Report

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

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

Agenda Date: 09/06/2023

SUBJECT:

Personal Services Agreement with Archaeological Investigations Northwest, Inc. (AINW) for the Clairmont Waterline Replacement Project Phase 2 (CI 22-010)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with AINW in the amount of \$79,993.79 for archaeological services for the Clairmont Waterline Replacement Project Phase 2 (CI 22-010).

EXECUTIVE SUMMARY:

The waterline replacement project is receiving funding through the Environmental Protection Agency (EPA), as part of the Water Infrastructure Finance and Innovation Act (WIFIA) program. As part of the EPA review for compliance with the National Environmental Policy Act of 1969 (NEPA), EPA issued a NEPA CATEX determination and issued a Federal Cross-Cutting Authorities Review Memorandum, of which identified recommendations from the Confederate Tribes of the Grand Ronde for archeological review and construction monitoring for this project. This contract will provide the archeological services needed to meet this provision.

BACKGROUND:

The waterlines being replaced will complete the project identified in the 2012 Water Master Plan, CIP-7. Since the project is federally funded, Tribes were alerted and included in the review, per the Section 106 process. The Confederated Tribes of Grand Ronde (CTGR) responded with a request for archaeological monitoring.

The attached scope of work (Exhibit A) outlines the detail by which the project will move forward through the research and construction monitoring phase.

The waterline replacement project is scheduled to be completed in the winter/spring of 2024 and then the Pavement Maintenance Utility Fee (PMUF) program will repave the streets in the Clairmont area in the summer of 2024.

In July, 2023 the City contacted AINW to provide a scope and fee for the research and construction monitoring of the Clairmont Waterline Replacement Project Phase 2. The attached proposal identifies the tasks and fees associated with this project.

OPTIONS:

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

BUDGET IMPACT:

Amount: \$79,993.79

FY(s): 2023/24

Funding Source(s): Water Fund – WIFIA

CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

CLAIRMONT AREA WATERLINE REPLACEMENT PROJECT – PHASE 2 (CI 22-010)

This PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and **ARCHEOLOGICAL INVESTIGATIONS NOWRTHWEST, INC** (“Consultant”).

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **June 30, 2024**, 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 **seventy-nine thousand, nine hundred ninety-three dollars and seventy nine cents (\$79,993.79)**.

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
 13895 Fir Street
 Oregon City, OR 97045
 Attention: John M. Lewis

To Consultant:

Archaeological Investigations Northwest, Inc
dba AINW
3510 NE 122nd Avenue
Portland, OR 97230
Attention: Jo Reese

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

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

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

CITY OF OREGON CITY

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

DATED: _____, 20____.

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

DATED: _____, 20____.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
 City Attorney

**ARCHAEOLOGICAL INVESTIGATIONS
NORTHWEST, INC.**

By: _____

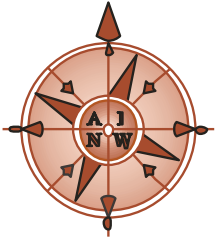
Name: _____

Title: _____

DATED: _____, 20____.

ORIGINAL CITY COMMISSION APPROVAL (IF
 APPLICABLE):

DATE: _____



Archaeological Investigations Northwest, Inc.

3510 N.E. 122nd Ave. • Portland, Oregon 97230
Phone (503) 761-6605 • Fax (503) 761-6620

Vancouver Phone (360) 696-7473
E-mail: ainw@ainw.com
Web: www.ainw.com

EXHIBIT A
Item 7b.

MEMO

Date: August 22, 2023

To: John Burrell, EIT, CPESC, Project Manager, Erosion Control Program, City of Oregon City

From: Teresa Trost, M.A., R.P.A., Project Manager/Senior Archaeologist

Re: WIFIA 2-2, Clairmont Phase 2, City of Oregon City, Oregon
Proposal for Archaeological Monitoring and Related Services

This proposal is for archaeological services related to the Clairmont Phase 2 Waterline project in Oregon City. The project will receive funding through the Environmental Protection Agency (EPA) and will therefore need to meet Section 106 of the National Historic Preservation Act. As part of the EPA's responsibilities, Tribes were alerted and included in the review, per the Section 106 process; the Confederated Tribes of Grand Ronde Community (CTGR) responded with a request for archaeological monitoring.

AINW will conduct research on the project area and will recommend monitoring procedures based on that research. The research will include a visit to archival collections held at the CTGR research center in Grand Ronde, Oregon.

I understand that construction will occur during normal business hours, and the plan is for up to 60 workdays of construction. An archaeologist may be the on-site monitor and would be supervised by a professionally qualified archaeologist. The cost estimate reflects this staffing plan. Note that an additional monitor would be needed if more than one piece of mechanical equipment is excavating. AINW requires an initial two-weeks-advance notice of construction beginning and, once construction begins, 48-hours-notice of the need for a monitor on-site. During a week in which a monitor is on-site, a weekly summary would be provided to the City, Tribes, and other interested agencies. A summary monitoring report would be prepared at conclusion of ground disturbance created by the project.

Services would include preparing an Inadvertent Discovery Plan for use during this and other Oregon City construction projects, if requested.

Also, if you request or if it is required, AINW will apply for an archaeological excavation permit from the State Historic Preservation Office (SHPO) to be used during monitoring and possible subsequent archaeological investigations.

Scope of Work:

- Task 1. Background research and monitoring procedures
 - Research will include a review of historic aerials and maps, geotechnical reports (if provided), and other relevant photographs, maps, and documents.
 - The report will include recommendations on where monitoring should occur and a proposed Monitoring Plan as an appendix.
 - I assume a 12-hour day, including travel, to conduct research at the CTGR research center.
 - Deliverables: Draft and Final Archaeological Baseline Report and Monitoring Plan.
 - *I estimate the cost for background research and preparing the Archaeological Baseline Report and Monitoring Plan to be \$6,763.00.*
- Task 2. Construction monitoring
 - Monitoring will be conducted in accordance with the approved Monitoring Plan.
 - I assume up to 60 8-hour days on-site.
 - In addition to field time, included in this scope and cost estimate is time to download photos, prepare field notes, and travel to and from AINW's Portland office to the job site.
 - ***If overtime is incurred, it will be billed at 1.5 times the straight time billing rate.***
 - The cost estimate also includes labor for coordination and scheduling.
 - A weekly summary will be emailed to the City, CTGR, and others if requested.
 - *I estimate the cost to be \$63,481.00. This budget will accommodate 5 hours of overtime each week, for 12 weeks.*
- Task 3. Preparation of an Inadvertent Discovery Plan (if requested)
 - *I estimate the cost for the IDP to be \$2,257.00.*
- Task 4. Summary report
 - The report will summarize field activities and findings and will include a map showing the areas monitored and photographs.
 - If requested, AINW will send the draft and final report to the City, and will distribute the final report to the City, Tribes, and SHPO. Alternatively, AINW can prepare the Go Digital submittal form for you to email the report to SHPO, if requested.
 - *I estimate the cost for the report will not exceed \$6,052.00.*
- Task 5. Preparation and submission of an archaeological excavation permit application to SHPO (if requested or required).
 - A permit is required if human remains or a burial are exposed and cannot be avoided. A permit is also required if an archaeological site (two or more associated artifacts) are exposed and cannot be avoided.
 - It is recommended that a permit be obtained prior to construction beginning, if there is a high probability that an archaeological resource could be encountered or there can be no schedule delays. Obtaining an archaeological permit requires a minimum of 35 days.
 - It is assumed that project work will be within land owned by the City.
 - *I estimate the cost to obtain an archaeological excavation permit will not exceed \$1,441.00.*

The total estimated costs are \$79,994.00. A detailed budget is attached. AINW will invoice monthly. Our payment terms are net 30 days.

Archaeological Investigations Northwest, Inc.

CLIENT: City of Oregon City

Project Name: WIFIA 2-2, Clairmont Phase 2

Date: July 10, 2023

[illegible]

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7b.

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

2. Payment.

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

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

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

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

3. Independent Consultant Status.

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

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

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

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

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

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

4. Early Termination.

(a) With the exception of completing obligations and requirements taken on behalf of the City, such as requirements of a SHPO permit, 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. To the extent Consultant is required to complete obligations and requirements, any efforts expended shall be limited only to reasonable efforts.

(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

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

Item 7b.

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

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

Item 7b.

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, 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, 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,

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

Item 7b.

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.

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 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.

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

Item 7b.

(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

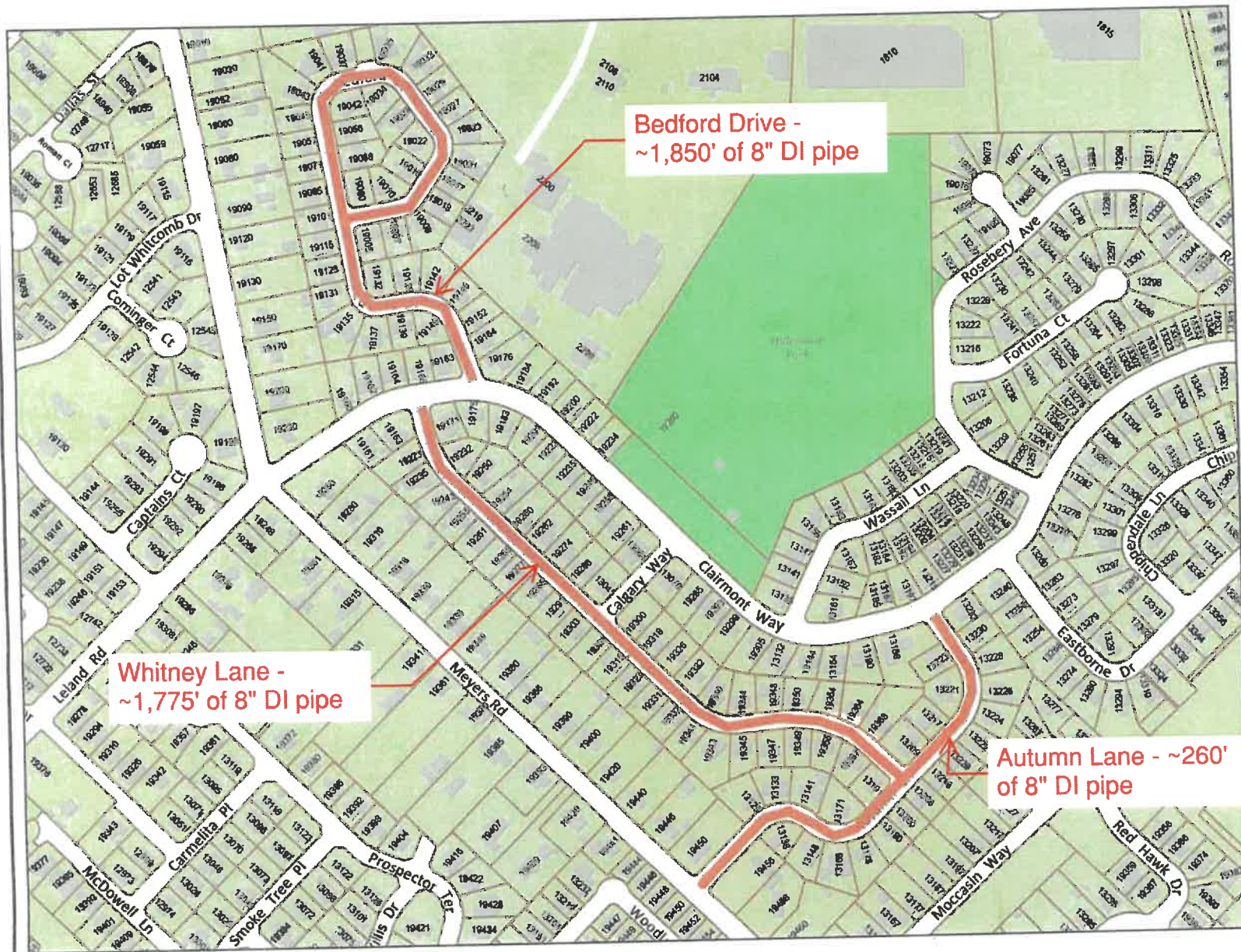
jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 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.

Oregon City GIS Map

Item 7b.



Legend

Street Names

Taxlots

Basemap

Notes

Overview Map



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.



0 400 800 Feet

1: 4,800

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



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Map created 11/1/2022



CITY OF OREGON CITY

Staff Report

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

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

Agenda Date: 09/06/2023

SUBJECT:

Personal Services Agreement with Century West Engineering for the 2024 Roadway Reconstruction Project (PMUF) (CI 23-007)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with Century West Engineering in the amount of \$336,104.00 for design services, preparation of bid documents, and construction services for the 2024 Roadway Reconstruction Project (PMUF) (CI 23-007).

EXECUTIVE SUMMARY:

To complete the next year of the 5-Year Pavement Maintenance Plan, Oregon City Public Works is requesting approval of an agreement with Century West Engineering to provide services for the design process, solicitation of bids, and construction phase.

BACKGROUND:

Oregon City Public Works, using the 5-Year Pavement Maintenance Plan, has planned for the following roads to receive a maintenance treatment in the summer of 2024:

- 10th Street (99E to Main Street)
- Glenwood Court (Linn Avenue to east end)
- Narrain Court (Linn Avenue to east end)
- Randall Street (Canemah Road to Hartke Loop)
- Madrona Drive (Madrona Court to west end)
- Conifer Drive (Madrona Drive to Lafayette Avenue)
- Pease Road (Leland Road to Cominger Drive)
- Bedford Drive (Clairmont Way to end)
- Whitney Lane (Clairmont Way to Autumn Lane)
- Calgary Way (Clairmont Way to Whitney Lane)
- Autumn Lane (Meyers Road to Clairmont Way)

- Wassail Lane (Clairmont Way to Roseberry Avenue)
- Roseberry Avenue (Clairmont Way to Fortuna Court)
- Fortuna Court (Roseberry Avenue to end)

The 5 Year Pavement Maintenance Plan is funded by the Pavement Maintenance Utility Fund (PMUF) which has been in place since 2008.

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

The anticipated schedule for the project is as follows:

- October 2022 to January 2023 – Design and Bid Documents
- February 2023 – Bid Advertisement
- March 2023 – Bid Opening
- April 2023 – Bid Award
- May 2023 – Contract Processing
- June 2023-September 2023 – Construction

Due to the size of this year's project, a request for proposal process was conducted and consultant services were advertised in the *Daily Journal of Commerce* on June 12, 2023, and June 14, 2023. Proposals were received on July 13, 2023.

Three consultants provided proposals: Century West Engineering, HHPR Engineering, and Wallis Engineering. A team of three reviewers used identified evaluation criteria to determine that Century West Engineering scored the highest and was selected to negotiate a contract with the City of Oregon City.

Century West Engineering is a consultant which the City has experience with in utility design projects including paving work restoration.

OPTIONS:

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

BUDGET IMPACT:

Amount: \$336,104.00

FY(s): FY 2023/24 & FY 2024/25

Funding Source(s): PMUF

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

2024 Roadway Reconstruction Project (PMUF) (CI 23-007)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **CENTURY WEST 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, 2024**, 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 **three hundred thirty six thousand one hundred four dollars (\$336,104.00)**.

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
13895 Fir Street
Oregon City, OR 97045
Attention: John M. Lewis

To Consultant:

CENTURY WEST ENGINEERING
5500 MEADOWS RD SUITE 250
LAKE OSWEGO, OREGON 97035
Attention: Rawley Voorhies

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

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

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

CITY OF OREGON CITY

CENTURY WEST ENGINEERING

By: _____

John M. Lewis, P.E.

Title: Public Works Director

DATED: _____, 20____.

By: _____

Name: _____

Title: _____

DATED: _____, 20____.

By: _____

Anthony J. Konkol III

Title: City Manager

DATED: _____, 20____.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

City Attorney

P:\PublicWorks\CIP_PS_RFQ_RFP\CIP_Open\CI 23-007 2024 Oregon City Roadway Reconstruction Project PMUF\COMMISSION REPORTS\Consultant

SCOPE OF WORK

PROJECT UNDERSTANDING

The City of Oregon City (City) requested the assistance of Century West Engineering (Century West/CWE) to provide project management; survey; pavement testing and recommendations; plans, estimates, and specifications (PS&E); bidding assistance; and construction services for pavement rehabilitation of the following roadway segments as a part of the City's 2024 street maintenance funded by the Pavement Maintenance Utility Fund (PMUF). Please see attached project map:

Table 1 – Subject Roadways

Street	Beginning Location	End Location
Bedford Drive	Clairmont Way	End of Loop
Whitney Lane	Clairmont Way	Autumn Way
Wassail Lane	Clairmont Way	Clairmont Way
Roseberry Avenue	Fortuna Court	Wassail Lane
Fortuna Court	Roseberry Avenue	End of Road
Calgary Way	Whitney Lane	Clairmont Way
Randall Street	Canemah Road	Hartke Loop
Pease Road	Leland Road	Cominger Drive
Madrona Drive	Madrona Court	End of Road
Conifer Drive	Lafayette Avenue	Madrona Drive
May Street (Ramps Only)	Molalla Avenue	Bullard Street
S. Beaver Creek Road (Ramps Only)	Molalla Avenue	Hwy 213
Glenwood Court	Linn Avenue	End of Road
Narain Court	Linn Avenue	End of Road
10 th Street	Main Street	McLoughlin Avenue

The subject roadways are primarily curbed, a mix of sidewalks and no sidewalks, and are located in both residential and commercial areas. The road segments present a variety of pavement rehabilitation needs from light to moderate cracking exhibited in many areas, to large-scale alligator cracking evident of base failure. The pavement conditions will be evaluated by the CWE team and recommendations will be provided to the City.

The following assumptions have been made:

- Pavement striping will be replaced in-kind where impacted. No striping reconfiguration (i.e., addition of bike lanes, new centerline striping, etc.) is anticipated.
- Traffic signal loop detection will be replaced in-kind where impacted by pavement rehabilitation operations.
- Curb ramp upgrades are planned on the Beaver Creek Road segment (8 ramps) and the May Street segment (5 ramps). The City will perform an evaluation of existing pedestrian facilities to determine compliance and identify the locations of the ramps to be replaced.
- No curb ramp improvements will occur within ODOT rights-of-way
- No property acquisition will be required for the curb ramp construction.

TASK 1: PROJECT MANAGEMENT

This task includes the overall planning, monitoring, and control of project efforts to meet the technical work efforts, quality control, project deliverables, cost, schedule, and communication objectives. Century West assumes that the project duration for the Management/Administration duties will be approximately (12) calendar months. The work will be accomplished under the following subtasks:

1.1 Administration

- a. Maintain project records, budgets, and communications for the duration of the project.
- b. Brief bi-weekly email reports on project status.
- c. Manage all sub-consultants.
- d. Process and submit monthly billing with a summary of project status by task.
- e. Create, monitor, and maintain project schedule.

1.2 Meetings

- a. Kickoff Meeting: Century West will organize and attend a project kickoff meeting to accomplish the items below. Attendees will include CWE PM, CWE Principal-in-Charge, Geotechnical PM, and City PM. Meeting is assumed to be up to two (2) hours in duration.
 - i. Establish clear lines of communication and procedures to be followed.
 - ii. Confirm understanding of project scope, schedule, level of plan detail, etc.
 - iii. CWE will provide meeting notes and action items following the meeting.
- b. Milestone Review Meetings: Century West will coordinate with City of Oregon City for post-milestone review meetings to discuss any redline comments or general project feedback. CWE has budgeted to attend up to three (3), one (1) hour meetings to discuss the project. CWE attendees will include CWE PM and CWE Sr. Project Engineer.
- c. Biweekly Meetings: CWE PM will organize and conduct project meetings twice a month with City PM during the design phase of the project. Geotechnical PM will attend up to two (2) of these meetings. Meetings are assumed to be up to thirty (30) minutes in duration.

Task 1 Assumptions

- 1) It is anticipated that virtual meetings and/or calls will be utilized for all meetings noted above. The meetings are only anticipated during the design phase of the project.
- 2) CWE to provide agenda and meeting minutes for meetings.

Task 1 Deliverables

- 1) Monthly invoices, including invoice summary spreadsheet in PDF format
- 2) Minutes for milestone meetings with City staff
- 3) Project schedule
- 4) Contract budget and schedule status at each milestone meeting

TASK 2 – SURVEY**2.1 Topographic Survey**

Provide topographic survey of existing topography and surface features at up to thirteen (13) intersection corners as authorized by the City Project Manager. Specific survey assumptions are provided below:

- a. May Street – 5 ramps/corners

- b. Beaver Creek – 8 ramps/corners
- c. Three-dimensional surface to extend from 2' behind sidewalk to 6' out from face of curb.
- d. Three-dimensional line work for existing curb ramps, top of curb, gutter, sidewalks, fences, walls, etc.
- e. Any utility structures in the street within 6' of curb (valves, manholes, catch basins, etc.).
- f. Any structures or utilities within 2' of back of walk including walls, junction boxes, water meters, fire hydrants, stop signs, streetlights, power poles, etc.).
- g. Limits of line work shall extend to at least 20' past curb returns.
- h. Request underground utility locates and include in mapping 2D.
- i. No right-of-way or boundary survey included. See Task 2.2.
- j. Drawing files shall be provided in AutoCAD Civil 3D 2019 or a compatible version. Files to contain surface and contour data.

2.2 Pre and Post Construction Record of Survey

- a. Locate all monuments that will be disturbed by Grind/Overlay, Grind/Inlay operations
 - i. Centerline and right-of-way monuments for all Table 1 roadways, EXCEPT
 - i. May Street (only right-of-way monuments)
 - ii. Beaver Creek (only right-of-way monuments)
- b. Referenced to the Oregon North State Plane Coordinates
- c. Establish control points in each of the above-mentioned area(s) with GPS and/or Conventional Surveying Techniques – minimum of three (3) control points
- d. Double occupy all monuments
- e. Report Grid Coordinate Values of each found monument
- f. Draft & File Survey Record(s):
 - i. Survey to be drafted to County standards and filed with Clackamas County
- g. S&F will reset found monuments at previously reported position (if monument disturbed)
 - i. Set 5/8" Iron Rods w/ yellow plastic caps where applicable.

Task 2 Assumptions

- 1) Pre-Construction Record of Survey for all roadway segments EXCEPT Bedford Drive and Whitney Lane. These segments are to be completed under a separate contract.
- 2) Surveys for roadways will be grouped together as practical – a total of 8 surveys are anticipated.
- 3) Any monumentation disturbed by construction will be replaced at the conclusion of construction activities.
- 4) Existing topographic survey from the following project will be utilized: Clairmont Phase 1 & Phase 2 Waterline Improvements, Rivercrest Sewer Rehabilitation.
- 5) All base files outside of the limits of existing or proposed topographic survey will utilize Geographic Information System (GIS) data and aerial orthophotos for design backgrounds. CWE has access to this information through the City's GIS platform.

Task 2 Deliverables

- 1) Completed CAD base map, using AutoCAD Civil 3D 2018, including all line-work, trees, rim and invert elevations, marked laterals, and other relevant surface features that may be required to assemble curb ramp contract drawings.
- 2) Records of Survey filed with Clackamas County

TASK 3 – PAVEMENT INVESTIGATION & RECOMMENDATIONS

Pavement rehabilitation design recommendations will be provided based on analysis and the City's pavement design standards and assuming the following scope of work:

3.1 Field Investigation

- a. Develop and submit a pavement testing and sampling plan to you for review. Traffic control plans will be included in the pavement testing and sampling plan.
- b. Complete Ground Penetrating Radar (GPR) testing on each road section listed in Table 1 along the outside wheel track of the main travel lanes using a 2-GHz, truck-mounted horn antenna on each street.
- c. Analyze truck-mounted GPR data and provide a plot of estimated asphalt concrete thickness by pavement station. GPR data to be proofed by subsurface exploration data.
- d. Mark pavement boring locations and request utility locates for each pavement boring location through the Oregon Utility Notification Center.
- e. Explore subsurface conditions in the proposed sections by completing pavement borings to depths of up to three feet below ground surface (BGS). It is assumed that up to 35 pavement borings will be completed within the Table 1 roadways, EXCEPT no borings will occur in May Street or Beavercreek Road. In general, core explorations will be completed to approximately 3.0 feet BGS; however, in areas of utility conflict, cores will be through the pavement surfacing only.
- f. Conduct Dynamic Cone Penetration (DCP) testing at each core location. Evaluate DCP results and soil classification results to estimate the resilient modulus of the subgrade soil.
- g. Maintain a detailed log of the explorations. Obtain samples of the pavement, base, and subgrade materials encountered.
- h. Complete laboratory tests on select samples of soil obtained from the subsurface explorations. We anticipate the following laboratory tests:
 - i. Visual reclassification of all subgrade soil samples.
 - ii. Up to two moisture content tests per shallow boring location.
 - iii. Up to one Atterberg limits test or washed sieve analysis test per project street.
- i. Analyze traffic data, which will be provided by the City to calculate two design equivalent single-axle loading (ESAL) options; one for a 20-year period and a second reduced-life scenario.

3.2 Pavement Analysis and Recommendations

- a. Develop two pavement design recommendations for each road. Recommendations will include asphalt overlay, asphalt grind and inlay, and asphalt remove and replace.
- b. Conduct a site visit for each street (with City staff and Century West Engineering if available) to complete site reconnaissance for the purpose of developing pavement rehabilitation designs. It is assumed this field visit will occur after the draft pavement investigations and pavement rehabilitation recommendations are available for reference.
- c. Provide a draft report summarizing the results of our field investigation findings and design recommendations.
- d. Upon your request, a final report with professional stamps will be provided that incorporates review comments from the City.

Task 3 Assumptions

- 1) A single 'free' permit will be obtained to document all boring locations within the project limits. Assumes no permitting fees will be required.
- 2) Fee estimate is based on conducting the GPR testing and subsurface explorations on each of the streets during Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m.
- 3) Dry pavement surface conditions will be necessary to conduct the GPR testing.
- 4) Assumes petroleum products or other potentially hazardous materials will not be encountered during our subsurface explorations. If petroleum products or other potentially hazardous materials are encountered during our subsurface exploration, we will immediately stop the subsurface explorations, place the subcontractor and our field staff on standby, and contact you for further guidance.
- 5) Geotech will patch the exploration holes below the bound surface using the excavated materials and compact the materials using a vibratory hammer. We will patch the exploration hole through the bound layer using a polymer-modified asphalt patching material approved by the Oregon Department of Transportation—and compact the material using a vibratory hammer.
- 6) City will provide us with traffic volume counts classified by truck axle category and estimates of traffic growth rate during the design period for each project street segment.

Task 3 Deliverables

- 1) Pavement Design Report that includes design recommendations for each segment of roadway analyzed.

TASK 4 – ENGINEERING & DESIGN (50%, 90%, 100%/FINAL DOCUMENTS)**4.1 Curb Ramp Engineering**

- a. Provide ADA compliant preliminary design for curb ramps utilizing the federally developed Public Rights of Way Accessibility Guidelines (PROWAG) at locations identified by the City.
 - i. Curb ramp horizontal geometry and preliminary grading will be provided.
 - ii. Curb ramp improvements will be designed within existing sidewalk widths/rights-of-way when practical. Identify potential permanent and temporary easement requirements for the proposed improvements.
 - iii. Obtaining rights-of-entry at other curb ramp locations, if any, will be performed by City staff.
 - iv. It is assumed that no engineering related to lighting, pedestrian signals, pushbuttons, or traffic is necessary or included as part of this project.
- b. Coordinate potential impacts to public utility infrastructure, including storm drain inlets, with City PM. Provide utility conflict letters to utility providers.
- c. Provide progress plans to franchise utility providers and coordinate potential utility conflicts.
- d. Coordinate impacts to traffic signal equipment (i.e. loop detection) and operations with Oregon DOT and Clackamas County as necessary.
- e. Storm inlet relocations, if necessary, are assumed to be limited to inlet replacement and storm pipe lateral replacement. Reconfiguration of existing storm main lines and storm manholes are not anticipated. Storm drain design shall be shown on the same plan sheet as the curb ramp design information
- f. CWE assumes that the ramp reconstruction will be considered a maintenance activity and will not require water quality improvements, surface runoff calculations or a drainage report.

- g. Retaining walls, if necessary, are assumed to be no greater than 3'-0" in height and to utilize modular block wall construction such that engineered plans are not necessary.
- h. Horizontal and vertical layout information for retaining walls will be shown in plan view only. No retaining wall profiles are included. It is expected that the Contractor will lay out the final block pattern from the plan view instructions. Sufficient information shall be provided to quantify the anticipated wall area in the event field changes require additional blocks to support the cut slope. From preliminary investigations, CWE does not anticipate walls will be necessary.
- i. Develop 22" x 34" plan sheets to illustrate the proposed improvements and necessary supporting information.
- j. Develop up to thirteen (13) design plan sheets for the curb ramp demolition and improvements at each of the subject intersection corners. This includes up to thirteen (13) new curb ramps. Plan sheets will illustrate one intersection corner per sheet and will be prepared at 1" = 2' scale plan view.
- k. Develop three (3) plan sheets for cover, legend, and survey control/ page layout.
- l. Develop one (1) plan sheet for non-standard curb ramp-related details and erosion control details. Standard details will be included by reference on the cover sheet.
- m. Address comments provided during the City review and milestone review meeting with the subsequent submittal.
- n. Provide construction cost estimates in excel and pdf format.
- o. Provide 2021 ODOT Standard Specifications. Special Provisions in word document format. City to provide current "front end" specifications for editing.
- p. Prepare bid schedule.

4.2 Pavement Engineering

- a. Provide designs and layouts for pavement improvements based on the DRAFT Geotechnical Report, Field Reconnaissance, and discussions with City staff. Plans shall include:
 - i. Pavement reconstruction and grind/inlay limits.
 - ii. Pavement section details.
- b. Roadway and driveway grading are not included.
- c. Provide pavement design/improvements in plan view. It is assumed that no profiles will be developed/provided.
- d. Develop 22" x 34" plan sheets to illustrate the proposed improvements and necessary supporting information.
 - i. Develop up to sixteen (16) design plan sheets for the pavement improvements at 1"=40' scale plan view.
 - ii. Develop three (3) plan sheets for cover, legend, and survey control/ page layout.
 - iii. Develop two (2) plan sheets for non-standard details, sections, etc. Standard details shall be included by reference on the cover sheet.
- e. Provide 2021 ODOT Standard Specifications. Special Provisions in word document format. City to provide current "front end" specifications for editing.
- f. Prepare bid schedule.

Task 4 Assumptions

- 1) Traffic detours during construction shall be described in Special Provisions of the Contract Documents with specific requirements based upon City of Oregon City and MUTCD requirements. Plan sheets are not included.

- 2) Temporary Pedestrian Access Route (TPAR) for ADA curb ramp construction will be described in the specifications. No plan sheets anticipated.
- 3) Address comments provided during the City review and milestone review meetings with the subsequent submittal.

Task 4 Deliverables

- 1) 50%, 90% and 100% Design Plans (22"x34") plans for review in PDF format. Scale and sheet counts as noted above.
- 2) 50%, 90% and 100% Construction Cost Estimate in excel and PDF format
- 3) 90%, 100% Special Provisions. Word document and PDF versions at each submittal.
- 4) Word documents(s) of the contract front-end documents.

TASK 5 – BID PERIOD SUPPORT

5.1 Bid Period Support

- a. Prepare bid documentation including bid schedule and technical specifications.
- b. Provide meeting agenda and conduct pre-bid meeting, as requested.
- c. Respond to bidder inquiries.
- d. Prepare addenda during the bidding process as necessary.
- e. Compile bid tabulation spreadsheet.
- f. Review bid pricing with City project manager during the protest period.
- g. Assist City in bid award recommendation.

TASK 6 – CONSTRUCTION PERIOD SERVICES

Century West Engineering shall provide construction administration, inspection, and post-construction services. A Construction Manager (CM) and Resident Engineer (RE) will be provided for the duration of the project. It is assumed that the project construction period will be 12 weeks.

6.1 CONSTRUCTION ENGINEERING

General Administration of Construction Contract

Provide for and perform project administration and management activities. These activities will include the following:

- 1) Managing the project scope, schedule, and budget.
- 2) Coordinating during the project with City staff.
- 3) Billing with task breakdown and project summary reports highlighting work progress, upcoming project activities, unresolved issues, and current budget status, will be submitted to the City on a monthly basis.

Pre-construction Conference

- 1) Arrange, organize, prepare for, and conduct one (1) preconstruction conference. Attendees shall include the CM, RE, City staff, the Contractor, affected utility staff, and other parties with interest in the project construction. Meeting minutes will be prepared and distributed.
- 2) Obtain and review the project construction schedule from the Contractor prior to the pre-construction conference.
- 3) Provide the Contractor with five (5) sets of half size "Bid Set" documents.

Construction Progress Meetings

Construction progress meetings with Contractor, CM, RE, and City staff will be important to facilitate communication during the project. The CM will attend and facilitate weekly meetings over the anticipated 12-weeks of active construction. Tasks to be accomplished include assisting with resolving project difficulties, reviewing the progress of the work, and confirming that the work is proceeding in accordance with the contract documents.

Respond to RFIs

CM or RE to provide responses in a timely manner to Requests for Information (RFIs). It is assumed that up to eight (8) RFIs will be issued for the project.

Change Orders Requests

Manage and provide responses in a timely manner and prepare necessary Change Orders (CO's) which shall include a cost estimate, cost/price analysis, description of work and schedule impacts. It is anticipated that a total of up to three (3) change orders will be processed during the project.

Submittal Review

CM to provide submittal responses in a timely manner. A tracking spreadsheet of all required submittals shall be prepared and provide to the Contractor at the pre-construction meeting. It is anticipated that approximately twenty (20) submittals will be reviewed, which will include material/product submittals and Traffic Control Plans (TCP).

Clarifications and Interpretations

CM to provide clarification and interpretation of the contract documents to the RE, Contractor, and City staff.

Pay Request Review

CM and RE shall review the Contractor's applications for payment and make recommendations for payment to the City. It is assumed that up to four (4) pay requests, including the final payment requests, will be received, and reviewed. Pay requests shall be prepared on City's standard forms.

6.2 CONSTRUCTION INSPECTION

The RE will provide on-site construction inspection through the construction period when active work is in progress. The RE will perform the following:

- 1) Prepare daily construction inspection reports and submit to the City on a weekly basis. Supplement the inspection reports with electronic photos taken as frequently in time and location along the project route as needed to document key features construction progress, techniques, equipment used and information that supports markings on record drawings. These reports will document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided to the construction contractor, weather conditions, equipment use, labor requirements, safety problems, and required changes.
- 2) Observe quality control activities.
- 3) Assist with quantity verification.

- 4) Review daily acceptance testing (all testing to be provided by the Contractor).
- 5) Report non-compliance issues to the CM.
- 6) Monitor Contractor's compliance with the TCP and the Erosion and Sediment Control Plan (ESCP).

For budgeting purposes, up to 480 hours of construction inspection by the RE will be provided. This assumes full day visits for 12 weeks.

6.3 PROJECT CLOSEOUT

Final Review and Inspection

Prepare for and conduct a preliminary review and inspection of the project. Prepare a "punch list" of work items remaining to achieve final completion of the project and prepare for City acceptance. The City, CM, and the RE will conduct two (2) punchlist inspection walk-throughs (initial and final) to confirm all items have been completed. Advise the City and the Contractor of the dates for any warranty periods as established in the contract documents.

Record Drawings

Upon completion of construction, prepare and submit to the City redlined record drawings, based upon the construction records of the Contractor and RE.

City of Oregon City 2024 PMUF Engineering Fee		Century West Engineering (CWE)					GRI							S&F Land Services	
Task Code	Task Description	Project Manager/CM \$240.00	Sr. Project Engineer \$140.00	EIT-2 \$118.00	EIT-1 \$102.00	Project Coordinator \$107.00	Principal Engineer \$285.00	Proj Engr / Geologist \$180.00	Engr / Geol Staff \$150.00	CAD Operator \$125.00	Technical Editor \$130.00	Admin Assistant \$100.00	Project Accountant \$130.00	Subconsultant Fees	
															Budgeted Cost
1	PROJECT MANAGEMENT														
1.1	Administration	18	6			6	3	2				1	4		\$ 7,637.00
1.2	Meetings	24	24				2	2							\$ 10,050.00
		42	30	0	0	6	5	4	0	0	0	1	4		Task 1 Subtotal \$ 17,687.00
2	SURVEY														
2.1	Topographic Survey	1	8											\$ 9,750.00	\$ 11,110.00
2.2	Pre and Post Construction Record of Survey	1	8											\$ 69,260.00	\$ 70,620.00
		2	16	0	0	0	0	0	0	0	0	0	0		Task 2 Subtotal \$ 81,730.00
3	PAVEMENT INVESTIGATION & RECOMMENDATIONS														
3.1	Field Investigation	8	8					10	38						\$ 10,540.00
3.2	Pavement Analysis and Recommendations	4	4				16	21	90	2	5				\$ 24,260.00
		12	12	0	0	0	16	31	128	2	5	0	0		Task 3 Subtotal \$ 34,800.00
4	ENGINEERING & DESIGN (50%, 90%, 100%/FINAL DOCUMENTS)														
4.1	Curb Ramp Engineering	8	32	64	64										\$ 20,480.00
4.2	Pavement Engineering	20	48	64	128										\$ 32,128.00
		28	80	128	192	0	0	0	0	0	0	0	0		Task 4 Subtotal \$ 52,608.00
5	BID PERIOD SUPPORT & CONSTRUCTION SERVICES														
5.1	Bid Period Support	4	8		4	2									\$ 2,702.00
		4	8	0	4	2	0	0	0	0	0	0	0		Task 5 Subtotal \$ 2,702.00
6	BID PERIOD SUPPORT & CONSTRUCTION SERVICES														
6.1	Construction Engineering	48	120	24	48		2	12	12						\$ 40,578.00
6.2	Construction Inspection	40	160	160	160		2	8	40						\$ 75,210.00
6.3	Project Closeout	4	12		12										\$ 3,864.00
		92	292	184	220	0	4	20	52	0	0	0	0		Task 5 Subtotal \$ 119,652.00
	Expenses														
	Vehicle Mileage	\$ 2,500.00 (Meetings, Site Visits, Inspection)					\$300.00								\$ 2,800.00
	Survey Filing Fees													\$ 4,000.00	\$ 4,000.00
	GPR						\$2,801.00								\$ 2,801.00
	Lab Costs						\$3,427.00								\$ 3,427.00
	Sub: Drilling and Traffic Control						\$16,599.00								\$ 16,599.00
	Expenses Subtotal	\$ 2,500.00					\$23,127.00							\$ 4,000.00	Expenses Subtotal \$ 29,627.00
	Hour Subtotals:	176	430	312	412	6	25	55	180	2	5	1	4	0	Labor Subtotal \$306,477.00
	Labor Cost Subtotals	\$42,240.00	\$60,200.00	\$36,816.00	\$42,024.00	\$642.00	\$7,125.00	\$9,900.00	\$27,000.00	\$250.00	\$650.00	\$100.00	\$520.00	\$79,010.00	
	Company Subtotal, Incl. Expenses	\$184,422.00					\$68,672.00							\$83,010.00	
															Total Cost \$336,104.00

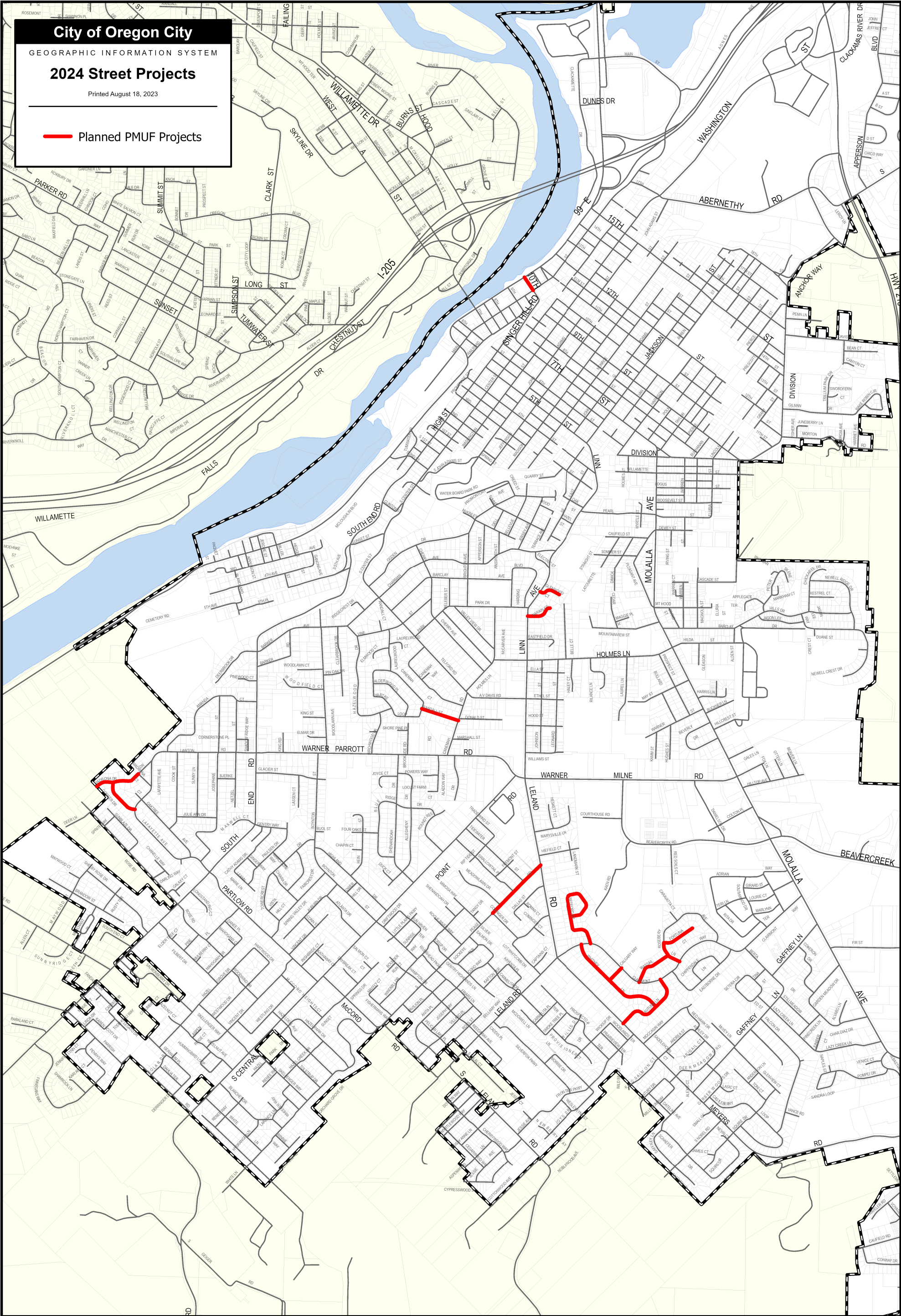
City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

2024 Street Projects

Printed August 18, 2023

Planned PMUF Projects



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



0 0.25 0.5 1 Miles

0 1,000 2,000 4,000 6,000 Feet

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



Plot date: August 18, 2023
Plot name: PMUF - 2024 Projects Map - 20230818 - 11x17P.pdf
Map name: PMUF 2024.aprx|PMUF - 2024 Projects - 11x17P

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7c.

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

2. Payment.

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

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

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

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

3. Independent Consultant Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7c.

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

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

(i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Consultant by reason of this Agreement.

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

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

7. Subconsultants and Assignment.

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

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

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

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT (4/2017)

Page 2 of 5

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7c.

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, 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, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

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

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

Item 7c.

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 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

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

Item 7c.

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.

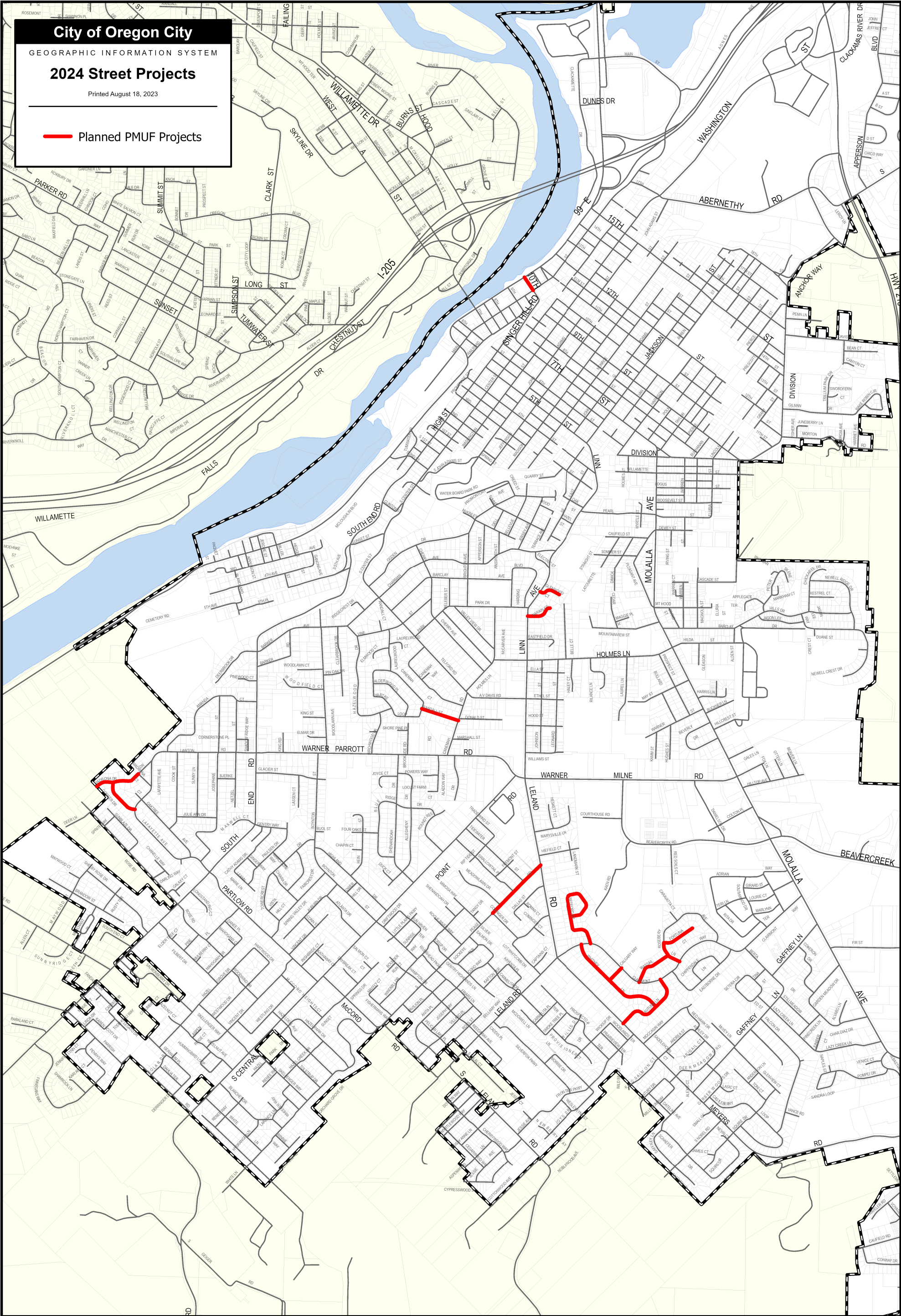
City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

2024 Street Projects

Printed August 18, 2023

Planned PMUF Projects



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



0 0.25 0.5 1 Miles

0 1,000 2,000 4,000 6,000 Feet

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



Plot date: August 18, 2023
Plot name: PMUF - 2024 Projects Map - 20230818 - 11x17P.pdf
Map name: PMUF 2024.aprx|PMUF - 2024 Projects - 11x17P



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Shaun Davis

Agenda Date: 09/06/2023

SUBJECT:

Clackamas 800 Radio Group Radio Bond project additional funding approval

STAFF RECOMMENDATION:

Staff recommends Commission approve \$76,454.00 in ARPA funds to be used to provide additional funding for the C800 radio system upgrade.

EXECUTIVE SUMMARY:

In 2015, Bond Measure 3-476 passed allowing the Clackamas 800 Radio Group to replace a failing analog radio system with state-of-the-art digital system. Due to a variety of circumstances and project costs increases, the capital project expenses were over the initial budget. \$2 million in ARPA funds were approved for expenditure by the Clackamas County Board of Commissioners towards the completion of the project, but the remaining overage has been allocated between cooperating C800 Partner Agencies. The Oregon City allocation is \$76,454.00, which has been included in the ARPA expenditure assumptions and the existing budget, and was previously approved by the City Commission.

BACKGROUND:

The Clackamas 800 Radio Group (C800) operates the public safety voice and data communications system for the public safety providers that protect the citizens of Clackamas County. C800 was formed as an ORS 190 Cooperative Intergovernmental Agency in 2000 (see attached IGA).

There are 20 Partner Agencies, including the City of Oregon City, sharing the costs, proportionately, based on the agency's number of radios in service. In all, more than 2,600 first responders are active on the C800 radio system.

C800 Emergency Radio Communications System Replacement Bond Information:

- In 2015, Clackamas County voters passed a \$59 million bond (Bond Measure 3-476) to replace the failing analog radio system with a state-of-the-art digital radio system. The bond had a premium attached that generated an additional \$7 million for the project.
- In April 2022, the C800 Executive Board was notified by the then C800 Project Manager that the unfinished capital project expenses were over budget by an estimated \$2.6 million.
- The City Manager, Finance Director and City Commission were made aware of the financial issues C800 was facing due to the overrun. Additional funding was included in the 2023 – 2025 Oregon City budget to pay for the overrun.
- The C800 Executive Board immediately established a workgroup to determine the extent of the cost overruns, and to ensure the project reached completion. Initiatives included examinations of all financial statements and information, a review of all Board decisions since 2014, a review of more than 70 contracts for service, and a review of bond expenditures.

C800 Board Findings:

- The project stands at 95% completion, and the digital radio system has performed well since it was turned on in January 2022.
- The true cost overruns amounted to more than \$4.8 million, well above the \$2.6 estimated by Project Manager.
- The board did not find any criminality but did find a lack of financial oversight coupled with mismanagement of the project over 6 years were to blame for some of the cost overruns.
- Other contributing factors to the cost overruns included: Covid, supply chain issues, delays in obtaining permits, unanticipated construction costs, 2020 Riverside Fire, 2021 Ice Storm, and inflation.

C800 Board Actions:

- Partner Agencies have been billed for radio and fire station alerting systems that were originally supposed to be bond funded.
- The Project Manger's contract was not renewed, and services are now contracted from the Washington County Consolidated Communications Agency (WCCCA).
- WCCCA is working with C800 to finish the project.

- Grant options and Oregon State Emergency Legislative funding were explored in cooperation with Clackamas County; however, efforts did not result in additional funding support.
- \$2 million in ARPA funds were approved for expenditure by the Clackamas County Board of Commissioners towards the completion of the project.

Future Planned C800 Actions:

- The Board is in active discussions with Columbia County to sell communications towers and radio equipment that was originally intentioned for Lake Oswego and back up mobile site capabilities. Value has a rough estimate of \$900,000.
- The \$306,000 share of a Wave License credit has been proportionally distributed among the Partner Agencies towards the cost of the overrun.
- The remaining total of \$1,140,000 was billed proportionally to Member Agencies for any outstanding cost overruns. Invoices were received in August 2023 (see attached C800 budget).

City of Oregon City's share were estimated to be between \$90,000 – \$150,000, but actual costs are \$76,454.00. ARPA funds have been dedicated to cover this cost. Depending on the closure of project, additional funds may be necessary, but currently are not anticipated to be needed.

OPTIONS:

1. Approve ARPA funds to be used for the C800 radio system upgrade
2. Deny ARPA funds to be used for the C800 radio system upgrade

BUDGET IMPACT:

Amount: \$76,454.00

FY(s): 2023-24

Funding Source(s): ARPA

INTERGOVERNMENTAL AGREEMENT

Clackamas 800 Radio Group

THIS AGREEMENT is made and entered into, pursuant to ORS 190.010, and by and among the City of Canby, City of Lake Oswego, City of Oregon City, City of Sandy, City of West Linn; Boring Fire District, Canby Fire District, Clackamas County Fire District Number 1, Estacada Fire District, Sandy Fire District; and Clackamas County (herein "Initial Partners").

WHEREAS, the sharing of two way radio communications system resources results in benefits to the Partners and to the public; and

WHEREAS, the Partners have determined a need to construct, implement, and operate Phase 1 of an 800 MHz trunked radio system (Radio System) to serve the Partners' jurisdictions; and

WHEREAS, the participating jurisdictions desire to establish **Clackamas 800 Radio Group** (herein "Agency") for the purposes described herein; and

WHEREAS, the Agency is to provide cooperative and coordinated effort among the Partners in the development and operation of two way radio systems; and

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. CREATION:

The Partners hereby create an intergovernmental entity as provided by ORS 190.003 through 190.085; and it shall be known as **Clackamas 800 Radio Group** (Agency).

2. DEFINITIONS:

The following is a definition of terms used herein:

- A. "Members" shall mean political jurisdictions or entities that are not providing public safety services that utilize the Radio System and have not been accepted as Partners.
- B. "Minor Equipment Replacement" shall mean new or used equipment convenient or necessary to maintain the operation of the Radio System as provided in the Agency annual budget, provided however that the Equipment shall not exceed an acquisition, repair, or replacement cost of \$25,000.
- C. "Partners" shall mean those political jurisdictions or entities providing public safety services and signature to this agreement. Further it shall include those political jurisdictions providing public safety services that are added to this agreement in the manner defined herein.

- D. "Public safety" or "public safety services" shall mean providing Law Enforcement and/or Fire/EMS services by a Partner, regardless of whether provided through a department of the Partner or by the Partner generally.
- E. "Public service" shall mean those services provided by political jurisdictions or entities to the general public such as schools, public works, vector control, water, sewer, etc.
- F. "Radio Units" shall mean radio units whether portable / mobile / control station / data radios enabled or programmed on the Radio System.
- G. "Users" shall mean entities that utilize the radio system and are either Partners or Members as defined above.

3. POWERS:

The Agency is vested with all powers, rights, duties, including expenditure of appropriate funds and retaining of personnel necessary for performing those functions in the coordinated delivery of the following services. Those functions include, but are not limited to:

- A. Adopt goals and objectives by which to own and operate the Radio System as well as long-range plans (five year time frame) for continued operations.
- B. Implementation of the goals and objectives and long range plans to the extent funds are appropriated for that purpose by the Partners.
- C. Adoption of an annual budget and approval of budget modifications as required.
- D. Review and evaluate efforts for effectiveness and conformance with established objectives short and long term.
- E. Approve new Partners. (New Partners participation rights and liabilities for capital and operating cost sharing shall be as set forth in this Agreement.)
- F. Approve Members who will utilize the radio system and determine a fee schedule for this use.
- G. Approve future phases of the Radio System build out including funding strategies for capital and operating costs, recognizing that this power of the Agency does not obligate the Partners to participate in the funding or management of future phases assets.
- H. Select personnel as deemed appropriate or required for the Agency.
- I. Resolve operating problems of the Radio System as brought before the Agency.

4. GOVERNING BODY:

There is hereby established a governing body and it shall have the duties as provided below.

- A. The Agency shall be governed by a Board of Directors (herein "Board") consisting of one representative from each Partner.
- B. Partners, through the Board of Directors, govern the development, management and operation of the Radio System. (Members are not responsible for the management of the Radio System and shall not be part of the governance of its operation.) Each Partner shall appoint, at its pleasure, one primary representative and one alternate representative who may attend all Board meetings. The primary and alternate representatives may participate in all discussions of the Board; provided however that the vote of the Partner shall be cast only by the primary representative, unless the primary representative is absent, in which event the alternate representative may cast the Partner's vote,
- C. Each Partner, through a power of attorney or similar designation, may allow for another Partner to represent it on the Board, in which event the vote of the Partner may be cast by the representing Partner's representative, as provided in subsection (b) above.
- D. The Board shall be responsible for the adoption of Agency's annual operating budget and revisions thereto.
- E. The Board shall meet at a minimum of once a year or more frequently as determined by the Chair or as requested by any Partner.
- F. All meetings of the Board shall be held in accordance with Oregon Public Meeting Laws, ORS 192.610 et seq.
- G. A quorum of the Board shall be a majority representation of the Partners for the purposes of deliberation and decision of the Board.
- H. All decisions of the Board, unless otherwise provided herein, shall require a majority vote of the Partners in attendance.
- I. The Board shall adopt bylaws governing its procedures and including, at a minimum, 1) time and place of regular meetings; 2) method and manner of calling special meetings; 3) method, term, and manner of election of Board officers; 4) procedures for executing documents on behalf of Agency; and 5) development of personnel and purchasing policies.
- J. The Board shall elect a chair, first vice-chair, and second vice-chair. The chair, or in the chair's absence, the first vice-chair, or in their combined absence, the second vice chair, shall preside over all Board meetings.
- K. The Board shall appoint a clerk of the Board to be responsible for providing notices of meetings and keeping of minutes as required by Oregon Public Meetings Laws.
- L. The Board shall adopt goals and objectives both short term (operations) and long term.
- M. The Board shall consider and adopt policies relating to ownership and maintenance responsibilities for equipment necessary for the operation of the Agency.
- N. The Board shall perform or have performed annually an evaluation of the effectiveness of the organization to establish its ongoing goals and objectives.

- O. The Board, upon unanimous approval of all Partners, shall approve development and expansion of the system including future phases, which may include funding strategies for capital, and operating costs and funding formulas. If unanimous approval cannot be obtained for a future phase, then the governance, funding, and development of the future phases shall be by separate agreement but this agreement shall continue with respect to Phase 1 of the Radio System. This subsection shall not be amended except upon unanimous approval of all Partners.
- P. The Board shall approve contract employment terms and conditions for employees (if any)
- Q. The Board shall provide oversight and direction to all Agency operations,
- R. The Board shall adopt implementing policies and strategies for Agency service levels,
- S. The Board shall provide for an annual audit of the Agency's finances,
- T. The Board shall approve all contracts in compliance with the Agency's purchasing policies,
- U. The Board shall approve new Partners.
- V. The Board shall approve Members who will utilize the Radio System and determine a fee schedule for Member's use.

5. TECHNICAL OPERATING COMMITTEE:

The Board may establish additional technical operating committees as required. These groups shall include appropriate technical staff from each Partner as may be appointed by the Board.

6. CAPITAL COST DETERMINATION AND INITIAL PARTNER LIABILITY:

- A. Definitions
 - a) Annual Allocated Capital Cost: shall mean the respective Initial Partner's Allocated Capital Cost Amount divided by the number of years or fraction thereof for repayment of the debt issued by Clackamas County.
 - b) Annual Allocated Capital Cost Debt Service Charge: shall mean the expenses, over and above the principal and interest of the debt, charged to the Agency for the County's maintenance of the debt for the construction of the Radio System, together with the interest accruing on the unpaid principal balance of the debt.
 - c) Capital Cost: shall mean the total construction cost of the Radio System, together with consultant fees and expenses incurred for the construction and formation of the Radio System, and any Clackamas County charges for oversight of the construction of the Radio System. The Capital Cost is a fixed amount, determined at completion of construction of the Radio System.
 - d) Capital Cost Financing Charge: shall mean the expenses incurred by the County in issuance of bonds for the construction of the Radio System.

B. Financing of Initial Construction Costs.

- a. The initial capital costs for construction of the Radio System infrastructure shall be financed by Clackamas County and reimbursed by the Agency. A Memorandum of Understanding between the Agency and Clackamas County shall be entered into outlining the terms of this financing.
- b. Attachment "A" attached hereto-dated October 9, 2000 is an estimated breakdown of Partner costs of the initial capital and operating cost.
- c. Clackamas County may enter into agreements with particular Initial Partners to establish a maximum Initial Partner Allocated Capital Cost Amount for the particular Initial Partner based on what the construction cost of facilities that could be constructed by the particular Initial Partner would cost, less adjustments to the particular Initial Partner's projected income that would be realized if the facilities were constructed by the Initial Partner instead of by the Agency.

C. Initial Partner Liability

The Initial Partners, as named at the beginning of this Agreement, are hereby obligated to the Agency for payment, at the Initial Partner's election, of either:

- a) Lump Sum Payment of Capital Cost. Upon 30 days demand by the Agency, payment in full of the respective Initial Partner's Allocated Capital Cost; or
- b) Semi Annual Payment of Allocated Capital Cost Charges. If Lump Sum Payment of Capital Cost is not elected, the Initial Partner shall be liable, and shall pay to the Agency within 30 days of demand and thereafter semi annually until the Initial Partner's Capital Cost obligations have been paid in full, the Initial Partner's Annual Allocated Capital Cost, Annual Capital Cost Financing Charge, and the Annual Allocated Capital Cost Debt Service Charge.

D. Determination of the Allocated Capital Cost Amount

- a) Upon completion of construction, the Agency shall determine the total Capital Cost incurred in construction of the Radio System.
- b) Each Initial Partner shall notify the Agency, within 15 days of demand, the number and type of radio units that the Initial Partner wishes to have enabled or programmed on the system. The Agency shall then determine the Initial Partner's adjusted number of radio units by adding, for each Partner, the number of public safety radios and one-half of the number of non-public safety radio units the Initial Partner has indicated that will be enabled or programmed on the Radio System.
- c) The Capital Cost (subsection a above) shall be divided by the adjusted number of radio units (subsection b above), to produce the Per Radio Capital Cost Amount.
- d) To produce the respective Initial Partner's Allocated Capital Cost Amount:

- i. The Per Radio Capital Cost Amount shall be multiplied by the adjusted number of radio units for each respective Initial Partner, to produce the tentative Initial Partner's Allocated Capital Cost Amount.
- ii. If the respective Initial Partner's tentative Initial Partner's Allocated Capital Cost Amount exceeds any respective Initial Partner's Maximum Capital Cost (see Section 6.B.c), then the County shall assume the amount that exceeds the respective Initial Partner's Maximum Capital Cost and such cost shall become a part of the County's cost.
- e) The method of allocating the capital costs shall not be amended without unanimous approval of all Initial Partners because following determination of the Initial Partner's Allocated Capital Cost Amount, the allocation of capital costs need not be recalculated during the life of the debt service for the construction of the Radio System.
- f) In the event additional equipment is purchased by the Agency, other than minor equipment replacement, which requires additional debt service beyond the construction cost of the Radio System, the then Partners shall address the manner of acquisition and financing.

7. AGENCY OPERATION FUNDING:

The Agency is to be self sufficient in its operation and obtain funding from Users of the Radio System.

A. Partners

Operating Costs shall be allocated among the Partners as follows:

- a) The Net Operating Cost shall be the budgeted amount required for the operation and minor equipment replacement for the upcoming year, plus any carry forward operating deficit from the prior fiscal year, after deducting the budgeted income to be received from Members and any other sources and any carry forward operating balance from the prior fiscal year.
- b) Each March 1, for the fiscal year beginning July 1 and ending the following June 30, the Agency shall:
 - i. Determine the total number of Partner radio units enabled or programmed on the Radio System, or requested to be enabled or programmed on the Radio System commencing July 1.
 - ii. Divide the Net Operating Cost by the total number of Partner radio units, to produce the Per Radio Unit Operating Cost Amount.
 - iii. Multiply the Per Radio Unit Net Operating Cost Amount by the number of radio units for each Partner.

B. Members

Members shall pay a fee for use of the system as follows:

- a) Member annual cost shall be determined by the Member radio unit fee as determined by the Board multiplied by the number of units enabled or programmed on the system.

- b) Members are not subject to the Partner capital cost or operating cost allocation.

8. NEW PARTNERS OR ADDITIONAL RADIOS ADDED BY PARTNERS:

A. Capital Cost Recovery

- a. New Partners or Initial Partners who wish to increase their number of enabled or programmed radio units shall pay to the Agency the Per Radio Capital Cost Amount (see Section 6.D.c) plus the respective Annual Capital Cost Financing Charge, and the respective Annual Allocated Capital Cost Debt Service Charge for each year from the date the original payment was due by the Initial Partners (see Section 6.C.b) and thereafter until the Capital Cost is paid in full. ("Capital Cost Recover Amount")
- b. The Capital Cost Recovery Amount paid shall be credited to the Initial Partners in proportion of their respective Initial Partner's Allocated Capital Cost Amount

B. Operating Cost Recovery

If a Partner wishes to increase the number of radio units activated or authorized for activation on the Radio System after March 1, the Partner shall pay the Per Radio Unit Operating Cost Amount for each fiscal year that the radio unit was not included in the Partner's radio unit number used for determining the Partner's Net Operating Cost Amount liability. (No credit shall be given for partial year.)

Example: if a radio unit was enabled effective April 1 and it had not been included in the Partner's number of radio unit's calculation in Section 7, the Partner would pay the current fiscal year's and the next fiscal year's Per Radio Unit Operating Cost Amount.

C. Restricted Use of Monies.

The monies received by this section shall be placed in the General Fund, to reduce future Net Operating Cost payments by the Partners. These monies shall be for the sole and exclusive use of the Agency operation and administration, subject only to review during adoption of Agency's annual budget.

9. OPERATION OF THE AGENCY:

The Agency will provide, through its own employees or by contracted personal services, fiscal operational services, such as finance, legal, personnel, required for the operation of the Agency.

10. STAFFING:

The Board, when authorized by the budget, shall hire such staff as necessary to provide expected service levels. Such staff shall perform in accordance with policies and procedures to be established by the Board

If a Partner provides a loaned employee to the Agency, the loaned employee shall be under the exclusive control and direction of the Board, or such other employees as the Board may designate, while performing assigned duties for the Agency.

11. INCREASING PARTNERSHIP / MEMBERSHIP:

The Board shall develop a process for allowing new Partners or Members of the Radio System.

- A. The Radio System is primarily a public safety related system, Phase I serves a portion of Clackamas County (as determined by the coverage area of the Radio System). Partnership privileges will only be afforded to political jurisdictions within Clackamas County located within the coverage area of the Radio System with public safety departments or functions. Note: Political jurisdictions that have public safety departments or perform public safety services (Law Enforcement and/or Fire/EMS) must join as Partners and may not join as Members)
- B. Other political jurisdictions or entities may utilize the system in a Membership status with priority afforded to those jurisdictions or entities located in Clackamas County and providing services directly within the coverage area of the Radio System.
- C. The initial system design and intent is to encourage Membership from other political jurisdictions or entities in Clackamas County providing ancillary services such as utilities, public works, or schools and their Membership shall not be unreasonably denied.
- D. Membership shall be limited to political jurisdictions or entities responsible for providing public services such as utilities, public works, or schools.
- E. To be eligible for Membership entities shall be required to be bound by the terms and provisions of the Membership Agreement to be developed by the Board.
- F. New Partnership entities shall be required to be bound by the terms and provisions of this Intergovernmental Agreement.

12. EQUIPMENT:

The Board shall develop proposed policies relating to ownership, replacement, and maintenance responsibilities for equipment necessary for the operation of the Agency.

13. DURATION, WITHDRAWAL AND TERMINATION:

This Agreement is perpetual and the Agency shall continue from year-to-year provided, however,

- A. Any Partner may withdraw from the Agency upon providing written notice to the Chair of the Board not later than June 30 of any year for withdrawal effective July 1 of the following calendar year; and
- B. If an Initial Partner withdraws from the Agency prior to the satisfaction of their portion of the Initial Partner's Allocated Capital Cost Amount they will be responsible for that portion of the capital cost until satisfied; payment shall be made on the same terms and basis.
- C. The Agency may be dissolved upon mutual agreement of all Partners anytime after the conditions of the Memorandum of Understanding between the Agency and Clackamas County are met.

- D. No modification may be made to the capital funding structure without the unanimous approval of all Partners because once the Initial Partner's Allocated Capital Cost Amount has been determined, that figure has been fixed for purposes of repayment of the Capital Cost.
- E. No amendment may be made of this section lengthening the time required for notice of intent to withdraw except upon unanimous approval of the Partners.

14. ASSIGNMENT OF PARTNERSHIP (AND RADIOS):

- A. Upon a change in a partner's jurisdictional public safety function boundaries, a Partner may assign part or all of a partner's rights, obligations and liabilities under this Agreement to the succeeding political jurisdiction providing public safety functions within the area formerly provided by the Assignor Partner. The Assignor Partner shall notify the Agency of the transfer in jurisdictional responsibility for providing public safety functions, and the number of radio units assigned to the Assignee Partner.
- B. An Assignee Partner shall not be deemed to be a New Partner for purposes of Section 8 (New Partners or Additional Number of Radios to be Added to Radio System by Partners) above for both capital cost recovery and operating cost recovery liabilities for the radio units assigned to the Assigned Partner by the Assignor Partner, provided the Assignee Partner agrees to assume a portion of the Assignor Partner's outstanding liabilities and obligations, in proportion to the number of the Assignor's assigned radio units and the Assignor Partner's total number of radio units.
- C. Assignment of Partnership shall not be deemed to be a withdrawal or termination of the Assignor Partner for purposes of Section 13 above, as the Assignee Partner shall be deemed to be the successor in interest of the Assignor Partner's rights, obligations and liabilities, whether in whole or in part, under this Agreement and in the operation of the Agency.

15 ATTORNEY FEES :

In the event any party files litigation to enforce this Agreement, or any portion thereof, the prevailing party shall be entitled to reasonable attorney fees and costs, including any fees and costs incurred in an appeal, and as determined by the appropriate court.

16. DIVISION OF AGENCY PROPERTY:

- A. Partners terminating their participation in this Agreement waive all right to Agency - owned personal property if the Agency continues to function as a multi-jurisdictional entity for at least 5 years from the date of their withdrawal.
- B. When termination of the Agency occurs, all withdrawing agencies that withdrew within the prior 5 years or are part of the termination of the Agency shall share in the disposition of all property owned by Agency at the time of its termination.
- C. For agencies that withdrew within the prior 5 years, their distribution amount shall be reduced based on the Portland Metropolitan Area CPI during that 5-year period (the value of time) from the date of their withdrawal until the date of termination of the Agency.

- D. All property acquired by Agency after withdrawal of the party will not be considered for distribution to the withdrawing party even though the funds for purchase (forfeiture, grant, or otherwise) were acquired prior to withdrawal.
- E. Notwithstanding any other provision of this Agreement, upon recommendation of the Board, during its annual budget deliberations, may make a disbursement of funds not needed for continuing operation of the Agency to the Partners.
- F. This section may not be amended prior to July 1, 2020 without unanimous approval of all Partners.

17. EFFECT OF PARTNERS ACTIONS:

The Partners agree that no Partner will unilaterally make decisions or take actions that will effect the operating relationships or availability of resources to the other Partners.

18. AMENDMENTS:

Except as a section or subsection may otherwise specifically provide, limit, or prohibit, this Agreement may only be changed, modified, or amended upon three-fourths (3/4) or more vote of all Partners.

19. EFFECTIVE DATE:

This Agreement shall be effective on November 1, 2000, or the earliest date thereafter that the governing bodies of the Partners have properly authorized it.

20. SEVERABILITY:

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

21. INTERPRETATION:

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement.

22. DEBT LIMITATION:

This AGREEMENT is expressly subject to the debt limitation upon the County, Cities and Districts as outlined in the Oregon Constitution and /or ORS, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.

If a Partner does not appropriate the funds to meet the obligations as outlined herein that Partner shall be precluded from obtaining like services from other entities without fulfilling the obligations as outlined in Article 13.B above. Further that Partner will not be allowed access and/or use of the Radio System.

23. PAYMENT:

- A. Thirty days prior to the date each payment is due for Capital Cost, or Operating Cost Agency will send Partner an invoice covering the cost for the next payment period.
- B. All other charges or fees incurred by the Agency on behalf of the Partner will be invoiced to the Partner monthly, and the Partner shall pay the amount of each invoice within thirty (30) days of its date to the Agency.
- C. Agency may terminate the Partners accessibility and use of the Radio System by giving Partner ten (10) days written notice by certified mail if Partner defaults in its payment to Agency. Upon receipt of such notice Partner shall have thirty days within which to make such payment to Agency and if not paid Agency may then terminate the accessibility and use of the Radio System.

City of Lake Oswego,

City of Oregon City,

City of Sandy,

City of West Linn,

Boring Fire District

Canby Fire District

Clackamas County Fire District # 1

Estacada Fire District

Sandy Fire District

Clackamas County

CLACKAMAS COUNTY 800 MHz RADIO SYSTEM

ATTACHMENT "A" TO INTERGOVERNMENTAL AGREEMENT

Cost Allocation (w/ Public Works radios paying 50% of per radio cost for backbone but full operating cost)

October 9, 2000

AGENCY	BASE	PORT	MOBILE	TOTAL RADIOS	BASE / PORTABLE/ MOBILE COST	PHASE 1 BACKBONE COST @ \$5,975	PHASE 1 TOTAL AGENCY COST FOR RADIOS & BACKBONE	PHASE 1 ESTIMATED ANNUAL OPERATING COST ASSUMING 1,230 RADIOS @ \$300
AMR	2	10	10	22	66,000	131,450	197,450	6,600
Boring Fire Dist.	3	35	22	60	176,700	358,500	535,200	18,000
Canby Fire	2	30	19	51	149,900	304,725	454,625	15,300
Clackamas Sheriff	3	150	257	410	1,227,200	2,449,750	3,676,950	123,000
Clackamas Fire Dist. #1	13	84	40	137	404,700	818,575	1,223,275	41,100
Estacada Fire	1	20	14	35	102,900	209,125	312,025	10,500
Lake Oswego Police	2	52	30	84	245,600	501,900	747,500	25,200
Lake Oswego Fire	4	35	21	60	177,100	358,500	535,600	18,000
Lake Oswego Public Works	5	60	35	100	294,000	298,750	592,750	30,000
Oregon City Police	2	24	20	46	136,200	274,850	411,050	13,800
Oregon City Fire	2	13	11	26	77,500	155,350	232,850	7,800
Sandy Police	2	25	18	45	132,800	268,875	401,675	13,500
Sandy Fire	3	36	18	57	167,100	340,575	507,675	17,100
West Linn Police	1	24	21	46	135,800	274,850	410,650	13,800
West Linn Fire	3	18	12	33	98,100	197,175	295,275	9,900
West Linn Public Works	5	8	40	53	163,900	158,338	322,238	15,900
TOTAL	53	624	588	1,265	3,755,500	7,101,288	10,856,788	379,500

6,973,000
128,288

368,100
11,400

23. PAYMENT:

- A. Thirty days prior to the date each payment is due for Capital Cost, or Operating Cost Agency will send Partner an invoice covering the cost for the next payment period.
- B. All other charges or fees incurred by the Agency on behalf of the Partner will be invoiced to the Partner monthly, and the Partner shall pay the amount of each invoice within thirty (30) days of its date to the Agency.
- C. Agency may terminate the Partners accessibility and use of the Radio System by giving Partner ten (10) days written notice by certified mail if Partner defaults in its payment to Agency. Upon receipt of such notice Partner shall have thirty days within which to make such payment to Agency and if not paid Agency may then terminate the accessibility and use of the Radio System.

City of Lake Oswego,

John F. Williams, Jr.
City of Oregon City,

City of Sandy,

City of West Linn,

Boring Fire District

Canby Fire District

Clackamas County Fire District # 1

Estacada Fire District

Sandy Fire District

Clackamas County

CLACKAMAS C800 RADIO GROUP

BOARD OF DIRECTORS MEETING

C800 Budget Hearing

April 19, 2023 at 9:00AM

Zoom Link: <https://clackamascounty.zoom.us/j/85873167526>

1. Call the C800 Board of Directors meeting to Order - Chair Don Johnson
2. Roll Call of Partners: (19/10)

a. City of Canby	h. City of West Linn	o. Molalla Fire District
b. City of Gladstone	i. Aurora Fire District	p. Sandy Fire District
c. City of Lake Oswego	j. Canby Fire District	q. Tualatin Valley Fire & Rescue
d. City of Milwaukie	k. Clackamas County Fire District #1	r. Clackamas County Sheriff
e. City of Molalla	l. Colton Fire District	s. Clackamas County Health
f. City of Oregon City	m. Estacada Fire District	
g. City of Sandy	n. Hoodland Fire District	
3. *Approval of Minutes from March 15, 2023 Board Meeting - Don Johnson
4. Public Comment - Don Johnson
5. Communications - Mark Buchholz
6. *Accept Financial Report for March 2023 - Mark Buchholz
7. Committee Reports
 - Executive Committee - Don Johnson
 - Technical Committee - Ron Polluconi
 - Citizen Accountability - Don Johnson
8. Old Business
 - Radio System Management - Ron Polluconi
 - Remaining site construction update
 - Radio Use Issues
 - Home button reprogramming
 - Streaming delay
 - 800 Voice Paging
 - DVRS update
9. New Business
 - a. Presentation of FY24 Recommended Budget and User Fees

- b. Public Hearing on FY24 Recommended Budget
 - c. *Deliberation of FY24 Budget and User Fees
-
- 10. Open Agenda
 - 11. Next Board Meeting: May 17, 2023 at 9:00am
 - 12. Adjournment

* indicates action requested

CLACKAMAS C800 RADIO GROUP

BOARD OF DIRECTORS MEETING

Meeting Minutes of the March 15, 2023 Meeting

This meeting was held at OCPD with a ZOOM option.

1. C800 Board Meeting Called to Order at 0900.

2. The following were in attendance:

City of Canby: Chief Jorge Tro	Estacada Fire: Chief Ian O'Connor
City of Gladstone: Chief John Schmerber	Hoodland Fire:
City of Lake Oswego: Chief Don Johnson, Chief George Burke, Lt. Clayton Simon, Tina Burgess,	Molalla Fire: Chief Vince Stafford, Lt. Mike Penunuri
City of Milwaukie:	Sandy Fire District: Chief Phil Schneider
City of Molalla: Chief Chris Long	TVF&R: Eric Kennedy
City of Oregon City: Chief Jim Band, Capt. Shaun Davis	Clackamas County: Jamie Poole
City of Sandy:	Clackamas County Sheriff:
City of West Linn: Chief Peter Mahuna	Clackamas County Health: Bill Conway
Aurora Fire: Chief Josh Williams, AC Mike Corless	CCOM: Cheryl Bledsoe, Toni Sexton, Meg Neece
Canby Fire: Chief Jim Davis	WCCCA: Ron Polluconi, Mark Buchholz
Clackamas Fire: DC Michael Carlsen, DC Brian Stewart	C800:
Colton Fire: Chief Todd Gary	Guests:

3. Approval of Minutes – January 18, 2023 Board Meeting

Chief Davis moved and Chief Corless seconded. Motion passed unanimously.

4. Public Comment: None.

5. Committee Reports

Executive Committee – Chief Don Johnson:

- Still a lot of work going on. Mark is spending a tremendous amount of time trying to get previous financials sorted out and on to a business mode that looks farther into the future

Technical Committee – Ron Polluconi:

- Looking to reschedule a meeting

Citizen Accountability – Chief Don Johnson:

- Waiting to meet once we have a better idea of where the budget will land
- Dave Austin is on the committee for both budget and citizen review

6. Communications: None.

7. Financial Report – January/February 2023 – Mark Buchholz

- Both revenue and expenses on the actuals are significantly lower this budget year. The capital expenses are currently pending due to the TDH site (Ski Bowl) being put on hold until the snow clears. We also have a \$870k milestone payment due to Motorola. We've asked them to stall invoicing C800 until we have the anticipated ARPA funds available. We are hoping this occurs before June 30.
- Chief Band motioned and Chief Tro seconded. Motion passes unanimously

8. Old Business:

System Management – Ron Polluconi

- TDH is currently on hold. USFS doesn't like the lease that we have with Ski Bowl due to the small right of way, they feel that the lease is imposing restrictions and pressing the rights of the Forest Service. We would like to get construction started as soon as snow is off the hill
 - Whalehead has wrapped up, Oak Grove Butte is getting close
 - A lot of cleanup to do as we move into spring and summer. We are missing some of our safety equipment at the sites. We also like to keep some winter safety kits as well
 - 4 tower site removals are coming up
- Radio Use Issues – nothing to report
- Home Button Reprogramming – moving along nicely, about 85% complete with the major agencies complete. Down to smaller non-public safety agencies and will be moving into land use
- Streaming Delay – no success in getting a delay, and the recording company hasn't found a way to do this. Specifically for law enforcement, if you are on an operation that you do not want streamed, you can choose a different tactical channel or there is the ability to turn it off. Ron will continue to look at alternatives
- 800 MHz Voice Paging - have the equipment and are in the process of installing, looking to start testing in May

System Upgrade/Replacement

Project Status/Procurement – Ron Polluconi:

DVRS – repeaters – Ran into a bit of a hiccup in the way that these were purchased. We now understand that the width of the filter that was sold, wouldn't fit the frequencies that we have. This meant that everything had to go back. In the process of relicensing the frequencies to fit that filter so that we don't have to replace the filters. Region 35 meeting tomorrow to approve the different frequencies. Approvals and licenses should take about 2 weeks. Will then need to build the code plugs. There is a feature that has to be in the radios or portables in order for them to work in a DVR environment. Agencies will need to check with Day Wireless

- Chief Davis appreciates all of the hard work that has been put into this project
- Ron noted that this should work for everyone, however it is important to state that they have only focused on fire. If law plans to use this, we will need to look at how they will use it and have that conversation once fire is complete

9. **New Business (*Action Item)**

- **2023 Budget Calendar:** Was sent out last month. There is one change; 2nd budget committee meeting has been moved to Monday the 20th at 1500. If you would like to attend please let Mark know

- **Annual Member Radio Count:** Radio counts were sent to agencies back in Feb. for review. Mark discussed the current counts following some adjustments. Please refer to the meeting materials to confirm your counts
 - Mark is working to define member vs. partner. Total counts for partners is 2,509 radios
 - Mark feels that the board should approve the counts as presented as this is what the user fees are based on
 - Chief Corless noted that their count has changed. Mark will review and adjust
 - **Motion to approve with the changes for Aurora's updated count**
 - Chief Mahuna motioned and DC Carlsen seconded
 - Chief Stafford asked about Clackamas going down in radios. Ron noted that what you have vs what are active radios on the system will vary. The counts here are what units are actually operational
 - Chief Stafford noted that last year CFD1 was being charges for the paging stations, which may explain the drop this year
 - Chief Schmerber asked about public works & other radio systems were accounted for
 - Mark stated that he separated them out between member and partner agencies using the capital issue as a guide as to who would fall into which category
 - Cheryl explained that partner agencies are in fact the ones that share the burden of the capital overage, and have a vote for the bylaws. There are a couple of unique cities where the police agencies pay for public works meaning there is only one bill making it a little confusing
 - Mark will update the document to reflect this clarification
 - Chief Band asked about Probation being part of CCSO and 50 of their radios
 - Cheryl confirmed that they were separate from CCSO, however they recently merged. Corrections wouldn't be responsible for any of the capital overage debt. CCSO and Public Health would be responsible since they are both voting partners
 - Chief Simon asked if these are all the radios that are set to be on the system, or are they just the ones purchased
 - Mark explained the total count of 2,667 are all on the radio system today. Mark added that they can help with ID's and if they aren't found, they can disable them
 - **Motion passes to approve the radio count with Aurora's updates**

10. Draft Budget

- Mark noted some assumptions and issues that are reflected in the budget
 - Mark thanked Cheryl for her work in uncovering the financial issues which provided the starting documents for future budgeting. After reviewing the documents, it was obvious that the beginning balance for the past 4 years has been inaccurate. Mark noted that the documents presented today have been corrected
 - Several of the most recent budgets included no reflection of the increasing operating costs, as well as was no distinction between operational and project costs
 - The major cost overrun has been associated with one contractor, T3 Construction
 - We have a significant amount of unpaid member fees, approx. \$630k. While the revenue is showing on the books because the agencies have been invoiced, that cash associated to those who have not yet paid is not actually in the bank to pay bills with.

C800 currently has about \$1M in outstanding bills, which leaves approx. a \$400k shortfall

- Chief Band asked how we fix the delays in unpaid member fees. Mark stated that we need to check with the agencies to see when they can pay. We may have to ask the payee to hold the invoices, or potentially look at borrowing money on a short term loan
- Chief Johnson asked if we have agencies that are behind more than just this past year. Yes, there are and these are all outlined in the Financial Reports, within your meeting packet
- Eric Kennedy asked about the credits shown in the A/R Aging Detail. Mark explained as an example Molalla Fire has station alerting and paid the entire cost up front. There was an agreement that C800 would pay half of that cost, so we would then reduce the amount owed
- Chief Johnson noted that after the meeting we can circle back to work on collecting these outstanding fees from these agencies
- Sue has been monitoring this report, so she may have more info. on these outstanding balances
- Chief Tro added that this is somewhat of an unexpected cost as John had promised that C800 was going to cover these costs. We may need to work on a timeline with each agency on a payment plan
- Chief Burke asked what happens if an agency can't pay. Chief Johnson added that they may be able to take a loan out with Motorola
 - Chief Johnson asked Chief Band if he would work with he and Sue on collection efforts
 - Chief Davis asked if this figure included the assigned radios. No, it does not. Sue has been invoicing these agencies
- The budget is draft and heading to the Budget Committee. It will be officially presented to the Board in April, after the Budget Committee approves a recommended budget
- Other than from user fees, there are two proposed revenue streams: ARPA and selling surplus equipment to Columbia County 911
 - Getting closer with the ARPA money
- Have done our best to predict remaining TDH costs
- Looking at a 5 year forecast
- PGE item was handled incorrectly. PGE made a \$2.6M pre-payment for a 15 year lease which was put on the books. This should have gone into an expense account, and each year when the lease was due we should have drawn off that deposit. Instead, this was put directly into the bank and it has been spent. It will need to be removed as a future income stream and/or asset
- Dual generators at Timberline are aging with a high number of hours, meaning they should be replaced in the next couple of years. Estimated cost for this project is \$135k, this is not currently in the budget
 - Eric Kennedy asked what happens if the generator fails. Mark noted that we have \$50k in the budget for repairs. We need to stabilize and build contingency each year
 - Ron added that there are 2 so we do have redundancy and we can run off of just 1 generator
- **Budget Details** – Mark discussed key points, and the various proposals included in the budget packet that was distributed

- Mark noted that he used 5% as inflation based on today, we can adjust those figures in the future if inflation start going down in the future
- AC Stewart asked if the increase we are seeing is projected to continue into the future, or is this a onetime fee. Mark explained as shown in Option 6, that we need to come up with \$4.5M. If ARPA doesn't come through etc., this is the cash we would have to have to balance the budget. If we right sided the budget this year, it would just be the CPI increases moving forward
 - Chief Burke confirmed this does not include the anticipated revenue, that is correct
- Chief Johnson asked the group to look at the sheet with the different proposals. He asked the group is they are comfortable taking it to the budget committee
 - **Consensus is to present option #3**

Next Board Meeting

Next meeting will be April 19, 2023 at 9:00AM, Location: via Zoom

11. Open Agenda

- Chief Band noted that in the past if issues were uncovered with the budget, he recalls an audit occurring. Should we look into doing this again?
 - Mark confirmed that we are currently going through an audit and will be meeting with the auditor soon. The scope may not be exactly what Chief band is thinking, as there are several different types of audits. Currently, they receive all of the revenue, monthly financial report and bills that are paid. Mark doesn't believe they are auditing anything further. This likely excluded all encumbered funds and allowed the beginning fund balance in the budget to be inaccurate
 - Chief Johnson noted we will select the best type of audit and may want to do a forensic audit on some of the larger contractors involved in this project

12. Adjournment – Chief Band moved. Chief Tro seconded. Meeting adjourned at 1035

Clackamas 800 Radio Group

Profit & Loss Budget vs. Actual

July 2022 through March 2023

	Jul '22 - Mar 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
401-00 · Beginning Fund Balance	0.00	53,539.00	-53,539.00	0.0%
405-00 · Members Contracts	73,920.00	76,320.00	-2,400.00	96.9%
410-00 · Partners Fees	1,215,144.69	1,198,080.00	17,064.69	101.4%
420-00 · Partners Debt Service Zone Cont	0.00	0.00	0.00	0.0%
421-00 · Partner Debt Service Microwave	0.00	0.00	0.00	0.0%
430-00 · Subscriber Radio Payments	11,561.37	1,065,007.00	-1,053,445.63	1.1%
431-00 · Interest Income	57.76	500.00	-442.24	11.6%
435-00 · Lease Revenue	69,246.62	92,423.00	-23,176.38	74.9%
440-00 · Miscellaneous Income	0.01	350,000.00	-349,999.99	0.0%
450-00 · Intergovernmental-Clackamas Co	0.00	4,757,863.00	-4,757,863.00	0.0%
Total Income	1,369,930.45	7,593,732.00	-6,223,801.55	18.0%
Gross Profit	1,369,930.45	7,593,732.00	-6,223,801.55	18.0%
Expense				
605-00 · Site Rental	203,096.94	263,147.00	-60,050.06	77.2%
610-00 · Fuel/Generators	8,708.84	25,000.00	-16,291.16	34.8%
615-00 · HVAC Maintenance	10,251.70	60,000.00	-49,748.30	17.1%
620-00 · Landscape Maintenance	25,828.31	20,000.00	5,828.31	129.1%
621-00 · Office Supplies	161.82	900.00	-738.18	18.0%
622-00 · Bad Debt Expense	0.00	0.00	0.00	0.0%
625-00 · Generator Maintenance	5,953.53	25,000.00	-19,046.47	23.8%
630-00 · UPS Maintenance	5,558.98	4,000.00	1,558.98	139.0%
635-00 · Battery Maintenance	0.00	5,000.00	-5,000.00	0.0%
640-00 · Building Maintenance	26,875.54	10,000.00	16,875.54	268.8%
645-00 · Insurance	66,218.00	78,000.00	-11,782.00	84.9%
650-00 · Utilities	87,936.67	105,000.00	-17,063.33	83.7%
655-00 · Consultant Services	5,000.00	35,000.00	-30,000.00	14.3%
657-00 · Regional Radio Expense	0.00	0.00	0.00	0.0%
660-00 · WCCCA System Fees	963,181.00	963,181.00	0.00	100.0%
665-00 · Radio Maintenance Fees	7,460.48	35,000.00	-27,539.52	21.3%
667-00 · Radio Replacement Project	0.00	0.00	0.00	0.0%
668-00 · Fire Sta Alerting Oper. Expense	0.00	95,000.00	-95,000.00	0.0%
670-00 · Legal Services	3,575.00	2,000.00	1,575.00	178.8%
675-00 · Financial Services	13,727.00	7,800.00	5,927.00	176.0%
680-00 · Audit Fees	6,550.00	7,500.00	-950.00	87.3%
685-00 · Miscellaneous Expenses	10,389.18	5,000.00	5,389.18	207.8%
686-00 · Meeting Expenses	101.40	1,000.00	-898.60	10.1%
703-00 · Capital Outlay				
703-01 · Buildings & Land Improvement				
703-011 · Land Improvement	118,343.26			
703-012 · Building	46,279.52			
703-013 · Tower	13,695.00			
703-014 · Generator	4,100.00			
Total 703-01 · Buildings & Land Improvement	182,417.78			
703-02 · Radio Backbone				
703-021 · Simulcast / Master Site	56,512.06			
703-022 · Subscriber Radios	4,891.98			
703-023 · Console Equipment	10,285.00			
703-024 · Paging	21,233.60			
Total 703-02 · Radio Backbone	92,922.64			
703-03 · Equipment				
703-031 · Security System	4,281.31			
703-032 · DC Power	19,439.38			
703-034 · Microwave	7,565.50			
703-035 · Test Equipment	72.00			
Total 703-03 · Equipment	31,358.19			
703-00 · Capital Outlay - Other	0.00	5,822,870.00	-5,822,870.00	0.0%
Total 703-00 · Capital Outlay	306,698.61	5,822,870.00	-5,516,171.39	5.3%
999-00 · Unappropriated End Fund Bal	0.00	23,333.00	-23,333.00	0.0%
Total Expense	1,757,273.00	7,593,731.00	-5,836,458.00	23.1%
Net Ordinary Income	-387,342.55	1.00	-387,343.55	-38,734,255.0%

Net Income -387,342.55

These financial statements omit all disclosures required by accounting principles generally accepted in the United States of America. Management has not recorded current capital assets, accumulated depreciation, depreciation expense, certain receivables and leases under GASB-87, which is a known departure from accounting principles generally accepted in the United States of America. In addition, these statements omit the statement of cash flows, which is a known departure from accounting principles generally accepted in the United States of America. These financial statements have not been subjected to an audit, review, or compilation engagement, and therefore no assurance is provided.

Clackamas 800 Radio Group Profit & Loss Detail

March 2023

Item 7d.

Type	Date	Num	Name	Memo	Class	Amount	Balance
Ordinary Income/Expense							
Income							
431-00 · Interest Income							
Deposit	03/31/2023			Interest		4.56	4.56
Total 431-00 · Interest Income						4.56	4.56
435-00 · Lease Revenue							
Deposit	03/24/2023		FBI	Deposit		324.00	324.00
Deposit	03/24/2023		FBI	Deposit		1,106.83	1,430.83
Total 435-00 · Lease Revenue						1,430.83	1,430.83
Total Income						1,435.39	1,435.39
Gross Profit						1,435.39	1,435.39
Expense							
605-00 · Site Rental							
General Journal	03/01/2023	AJE 30		To record pre-paid March rent...		1,395.00	1,395.00
Total 605-00 · Site Rental						1,395.00	1,395.00
640-00 · Building Maintenance							
Bill	03/21/2023	INV76...	Day Wireless Systems Inc.	Swap out side marker light at ...		2,062.50	2,062.50
Total 640-00 · Building Maintenance						2,062.50	2,062.50
650-00 · Utilities							
Check	03/02/2023	EFT	PGE			644.87	644.87
Check	03/06/2023	EFT	PGE			284.81	929.68
Check	03/06/2023	EFT	PGE			393.66	1,323.34
Check	03/07/2023	EFT	PGE			33.38	1,356.72
Check	03/08/2023	EFT	PGE			318.86	1,675.58
Check	03/09/2023	EFT	PGE			319.44	1,995.02
Check	03/09/2023	EFT	PGE			429.65	2,424.67
Check	03/09/2023	EFT	PGE			445.08	2,869.75
Check	03/10/2023	EFT	PGE			230.45	3,100.20
Check	03/14/2023	EFT	Comcast			163.30	3,263.50
Check	03/14/2023	EFT	PGE			273.40	3,536.90
Check	03/17/2023	EFT	PGE			384.43	3,921.33
Check	03/17/2023	EFT	PGE			437.80	4,359.13
Check	03/20/2023	EFT	PGE			37.61	4,396.74
Check	03/20/2023	EFT	NW Natural			44.53	4,441.27
Check	03/20/2023	EFT	PGE			156.05	4,597.32
Check	03/20/2023	EFT	PGE			315.06	4,912.38
Check	03/20/2023	EFT	PGE			332.26	5,244.64
Check	03/20/2023	EFT	PGE			338.83	5,583.47
Check	03/20/2023	EFT	PGE			971.61	6,555.08
Check	03/21/2023	EFT	PGE			280.54	6,835.62
Check	03/22/2023	EFT	PGE			734.58	7,570.20
General Journal	03/24/2023	AJE 38		Reversal of duplicate EFT wit...		-148.06	7,422.14
Check	03/24/2023	EFT	PGE			358.32	7,780.46
Check	03/24/2023	EFT	PGE			472.61	8,253.07
Check	03/31/2023	EFT	Canby Utility	190236		148.06	8,401.13
Check	03/31/2023	EFT	Canby Utility	Duplicate EFT withdrawal		148.06	8,549.19
Total 650-00 · Utilities						8,549.19	8,549.19
655-00 · Consultant Services							
Bill	03/31/2023	CIWD-...	Consistent Image Web Design	Monthly Web Maintenance		100.00	100.00
Total 655-00 · Consultant Services						100.00	100.00
660-00 · WCCCA System Fees							
Bill	03/22/2023	INV02...	WCCCA	4th Qtr C800 Radio Fees FY2...		240,795.25	240,795.25
Total 660-00 · WCCCA System Fees						240,795.25	240,795.25
675-00 · Financial Services							
Check	03/31/2023			Service Charge		20.00	20.00
Bill	03/31/2023	164159	Talbot, Korvola & Warwick, LLP	March bookkeeping		550.00	570.00
Bill	03/31/2023	164159	Talbot, Korvola & Warwick, LLP	Additional time and support re...		630.00	1,200.00
Total 675-00 · Financial Services						1,200.00	1,200.00
680-00 · Audit Fees							
Bill	03/01/2023	Inv 452...	Jarrard, Seibert, Pollard & Co. LLC	Progress billing for services r...		1,300.00	1,300.00
Total 680-00 · Audit Fees						1,300.00	1,300.00
685-00 · Miscellaneous Expenses							
General Journal	03/06/2023	AJE 37		Check fraud on check# 3659. ...		5,250.00	5,250.00
General Journal	03/15/2023	AJE 36		Check fraud on check# 3659. ...		5,250.00	10,500.00
General Journal	03/16/2023	AJE 35		Bank correction. Check fraud ...		-5,250.00	5,250.00
General Journal	03/16/2023	AJE 35		Bank correction. Check fraud ...		-5,250.00	0.00
Total 685-00 · Miscellaneous Expenses						0.00	0.00

These financial statements omit all disclosures required by accounting principles generally accepted in the United States of America. Management has not recorded current capital assets, accumulated depreciation, depreciation expense, certain receivables and leases under GASB-87, which is a known departure from accounting principles generally accepted in the United States of America. In addition, these statements omit the statement of cash flows, which is a known departure from accounting principles generally accepted in the United States of America. These financial statements have not been subjected to an audit, review, or compilation engagement, and therefore no assurance is provided.

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04/10/23

Clackamas 800 Radio Group Profit & Loss Detail

Item 7d.

Accrual Basis

March 2023

Type	Date	Num	Name	Memo	Class	Amount	Balance
703-00 · Capital Outlay							
703-02 · Radio Backbone							
703-024 · Paging							
Bill	03/23/2023	INV02...	WCCCA	Prism IPX Systems 1172	40 All	15,160.00	15,160.00
Bill	03/23/2023	INV02...	WCCCA	Lile SI-538481	40 All	1,421.20	16,581.20
Total 703-024 · Paging						16,581.20	16,581.20
Total 703-02 · Radio Backbone						16,581.20	16,581.20
703-03 · Equipment							
703-031 · Security System							
Bill	03/17/2023	INV 21...	IES Commercial Inc.	Labor	40 All	1,744.84	1,744.84
Bill	03/17/2023	INV 21...	IES Commercial Inc.	Programming		162.30	1,907.14
Bill	03/17/2023	INV 21...	IES Commercial Inc.			802.91	2,710.05
Total 703-031 · Security System						2,710.05	2,710.05
Total 703-03 · Equipment						2,710.05	2,710.05
Total 703-00 · Capital Outlay						19,291.25	19,291.25
Total Expense						274,693.19	274,693.19
Net Ordinary Income						-273,257.80	-273,257.80
Net Income						-273,257.80	-273,257.80

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Trial Balance

As of March 31, 2023

	Mar 31, 23	
	Debit	Credit
115-00 · Cash/Checking Account	681,557.60	
11000 · Accounts Receivable	403,301.03	
120-00 · Member Fees Receivable	0.00	
12000 · Undeposited Funds	0.00	
150-00 · Prepaid Expenses	1,395.00	
160-00 · Buildings and Towers	10,956,645.15	
165-00 · Radio Backbone	2,520,898.80	
166-00 · Equipment	1,052,983.00	
167-00 · Work In Progress	0.00	
169-00 · CIP	51,212,885.21	
175-00 · Accumulated Depreciation		11,881,375.50
180-00 · Deferred O/F-P25 Maintenance	5,812,058.44	
201-00 · Accounts Payable		264,729.00
201-02 · Other Accounts Payable	0.00	
202-00 · Partner Prepayment	0.00	
210-00 · Reimb due Clackamas County	0.00	
250-00 · N/P - CCB (Microwave)	0.00	
280-00 · Prepaid Lease Income		2,065,694.44
300-00 · Fund Balance	0.00	
300-01 · GLTDAG	0.00	
310-00 · Investment in Fixed Assets		53,862,036.66
320-00 · Retained Earnings, Prior		4,955,231.18
405-00 · Members Contracts		73,920.00
410-00 · Partners Fees		1,215,144.69
430-00 · Subscriber Radio Payments		11,561.37
431-00 · Interest Income		57.76
435-00 · Lease Revenue		69,246.62
440-00 · Miscellaneous Income		0.01
605-00 · Site Rental	203,096.94	
610-00 · Fuel/Generators	8,708.84	
615-00 · HVAC Maintenance	10,251.70	
620-00 · Landscape Maintenance	25,828.31	
621-00 · Office Supplies	161.82	
625-00 · Generator Maintenance	5,953.53	
630-00 · UPS Maintenance	5,558.98	
640-00 · Building Maintenance	26,875.54	
645-00 · Insurance	66,218.00	
650-00 · Utilities	87,936.67	
655-00 · Consultant Services	5,000.00	
660-00 · WCCCA System Fees	963,181.00	
665-00 · Radio Maintenance Fees	7,460.48	
670-00 · Legal Services	3,575.00	
675-00 · Financial Services	13,727.00	
680-00 · Audit Fees	6,550.00	
685-00 · Miscellaneous Expenses	10,389.18	
686-00 · Meeting Expenses	101.40	
703-011 · Land Improvement	118,343.26	
703-012 · Building	46,279.52	
703-013 · Tower	13,695.00	
703-014 · Generator	4,100.00	
703-021 · Simulcast / Master Site	56,512.06	
703-022 · Subscriber Radios	4,891.98	
703-023 · Console Equipment	10,285.00	
703-024 · Paging	21,233.60	
703-031 · Security System	4,281.31	
703-032 · DC Power	19,439.38	
703-034 · Microwave	7,565.50	
703-035 · Test Equipment	72.00	
TOTAL	74,398,997.23	74,398,997.23

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Clackamas 800 Radio Group
Balance Sheet
As of March 31, 2023

Item 7d.

	Mar 31, 23
ASSETS	
Current Assets	
Checking/Savings	
115-00 · Cash/Checking Account	681,557.60
Total Checking/Savings	681,557.60
Accounts Receivable	
11000 · Accounts Receivable	403,301.03
Total Accounts Receivable	403,301.03
Other Current Assets	
150-00 · Prepaid Expenses	1,395.00
Total Other Current Assets	1,395.00
Total Current Assets	1,086,253.63
Fixed Assets	
160-00 · Buildings and Towers	10,956,645.15
165-00 · Radio Backbone	2,520,898.80
166-00 · Equipment	1,052,983.00
169-00 · CIP	51,212,885.21
175-00 · Accumulated Depreciation	-11,881,375.50
Total Fixed Assets	53,862,036.66
Other Assets	
180-00 · Deferred O/F-P25 Maintenance	5,812,058.44
Total Other Assets	5,812,058.44
TOTAL ASSETS	60,760,348.73
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
201-00 · Accounts Payable	264,729.00
Total Accounts Payable	264,729.00
Total Current Liabilities	264,729.00
Long Term Liabilities	
280-00 · Prepaid Lease Income	2,065,694.44
Total Long Term Liabilities	2,065,694.44
Total Liabilities	2,330,423.44
Equity	
310-00 · Investment in Fixed Assets	53,862,036.66
320-00 · Retained Earnings, Prior	4,955,231.18
Net Income	-387,342.55
Total Equity	58,429,925.29
TOTAL LIABILITIES & EQUITY	60,760,348.73

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Clackamas 800 Radio Group
A/R Aging Detail
As of March 31, 2023

Item 7d.

Type	Date	Num	Name	Due Date	Aging	Open Balance
Current						
Total Current						
1 - 30						
Total 1 - 30						
31 - 60						
Invoice	01/03/2023	22-158	Tri Met	02/02/2023	57	34,304.08
Total 31 - 60						34,304.08
61 - 90						
Total 61 - 90						
> 90						
Invoice	05/19/2022	2019-2042	Aurora Fire District	05/19/2022	316	225,592.97
Invoice	05/19/2022	2019-2054	Lake Oswego Lake Corporation	05/19/2022	316	7,497.36
Credit Memo	05/19/2022	2019-2064	Wilsonville - PW / Transit	05/19/2022	316	-2,727.77
Credit Memo	05/27/2022	2019-2061	Clackamas County Community College	05/25/2022	310	-675.18
Invoice	06/01/2022	2019-2068	Aurora Fire District	06/01/2022	303	31,912.76
Invoice	06/01/2022	2019-2069	Colton Fire	06/01/2022	303	18,348.55
Credit Memo	06/01/2022	2019-2072	Molalla RFPD	06/01/2022	303	-50,861.31
Invoice	06/08/2022	2019-2039	Hoodland Fire District	06/08/2022	296	121,671.66
Invoice	07/01/2022	22-101	Aurora Fire District	07/01/2022	273	30,720.00
Invoice	07/01/2022	22-106	Colton Fire	07/01/2022	273	20,640.00
Payment	07/01/2022	120213592	KATU			-2.09
Credit Memo	12/12/2022	22-155	Molalla RFPD	12/12/2022	109	-33,120.00
Total > 90						368,996.95
TOTAL						403,301.03



Clackamas 800 Radio Group

Fiscal Year 2023-2024

Recommended Budget

April 19, 2023



5900 Pinefarm Ct
Hillsboro, OR 97124
(503) 690-4911

FY 2022-23 BUDGET MESSAGE

BACKGROUND

The City of Canby, City of Gladstone, City of Lake Oswego, City of Milwaukie, City of Molalla, City of Oregon City, City of Sandy, City of West Linn, Aurora Fire District, Aurora Fire District, Canby Fire District, Clackamas Fire District Number 1, Colton Fire District, Estacada Fire District, Hoodland Fire District, Molalla Fire District, Sandy Fire District, Tualatin Valley Fire and Rescue, Clackamas County Sheriff, Clackamas County Health (herein after “Partners”) manage an ORS 190 organization named CLACKAMAS 800 RADIO GROUP (C800). The purpose of the CLACKAMAS 800 RADIO GROUP is to own and operate an effective and cost efficient 800MHz public safety radio communications system to support public safety agencies in their mission to help and protect the citizens of Clackamas County.

The organizational and governance format provides an effective consolidated approach to public safety communications benefiting law enforcement, fire fighters, emergency medical service providers and the public they serve. This system first became operational in FY 2002-03.

Clackamas County provided C800 the funding to construct the original 10 site 800MHz radio system. The C800 partners repaid the County through operating funds. In 2016 Clackamas County, on behalf of C800, placed a ballot measure on the ballot for the voters of the County to authorize a \$59M general obligation bond to upgrade and expand the system. The measure passed with a 70% margin of approval. The upgrade project to move the analog system to digital and expand from 10 sites to 22 sites is about 95% complete and became operational on January 11, 2022.

Washington County Consolidated Communications Agency (WCCCA) provides management and maintenance of the radio system under an Intergovernmental Agreement.

GOAL

The goal of C800 is to provide:

"AN EFFECTIVE PUBLIC SAFETY VOICE AND DATA RADIO COMMUNICATIONS SYSTEM OPERATING AT MAXIMUM EFFICIENCY -- DELIVERING QUALITY SERVICE -- IN THE MOST COST EFFECTIVE MANNER."



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(503) 690-4911

FUNCTION OF THE CLACKAMAS 800 RADIO GROUP

CLACKAMAS 800 RADIO GROUP performs the following functions:

- A. Implementation of goals and objectives as established by the C800 Board of Directors including development and implementation of long-range plans to the extent funds are appropriated for that purpose by the Partners.
- B. Adoption of an annual budget and approval of budget modifications as required.
- C. Review and evaluate efforts for effectiveness and conformance with established objectives short and long term.
- D. Approval of new Partners.
- E. Approval of Members who will utilize the radio system and determination of a fee schedule for this use.
- F. Approval of future phases of the Radio System build out including funding strategies for capital and operating costs, recognizing that this power of C800 does not obligate the Partners to participate in the funding or management of future phases assets.
- G. Select and retain personnel as deemed appropriate or required for C800's operations.
- H. Resolve operating problems of the Radio System as brought before the C800 Board.

EXPLANATION OF BUDGET

To enable C800 to perform the above, the Board has directed that a budget be prepared as is allowed under statute for the ORS 190 organization. This is a "Council of Government Budget Process" per ORS 294.900 through ORS 294.930 (as amended 2012). As an ORS 190 organization, CLACKAMAS 800 RADIO GROUP is not permitted to levy taxes.

The revenue for the agency is derived from its Partner contributions, fees and charges instituted for other system users, site use agreements with other entities, grants, and loans.

The Board has adopted a funding formula based upon the number of radios programmed on the system. This formula takes the approved operating cost for C800 and divides it by the number of radios programmed onto the system. This per radio cost is then multiplied against the number of radios programmed by a particular agency on the system thus deriving that agency's cost.

FINANCIAL POLICY

The financial policy of C800 is to run a fiscally sound cost conscience as well as an effective customer service organization. C800 operates on a modified accrual basis for accounting. The



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Board authorized the retention of the firm Talbot, Korvola, & Warwick, LLP to provide accounting services. The C800 Executive Board provides oversight of payments made on C800's behalf.

C800's budget is being used to operate and maintain the radio system as well as to shape the agency and support its long-term mission and objectives.

All services and support for C800 are provided through Intergovernmental Contract (WCCCA), loaned personnel from Partners, consultants, and various vendors. C800 has no direct employees.

FINANCIAL POLICY FEATURES

As outlined above, services for the agency will be contracted for or provided by other governmental entities, private sector resources, or Partner agencies by direction of the Board. Likewise, the Board will approve material and service costs as required.

CHANGES FROM PREVIOUS BUDGET

The following key items outline the changes from the approved FY23:

1. The C800 Board became aware in April of 2022 that capital project expenses had cost overruns in excess of \$4.8 million.
2. The C800 Board changed Fiscal Management from a private individual contractor to WCCCA as of September 1, 2022.
3. The FY23 Budget was adopted prior to the completion of research to determine the exact extent of the cost overrun and prior to identification of a financial solution.
4. Research led to the discovery that Budgeted Beginning Fund balances over the past several years were inflated by more than \$1 million. This proposed budget reflects a best effort to correct the Beginning Fund Balance.
5. Research led to the discovery that recent Budgets had annual operating expenses consistently exceeding annual operating revenue, and the gap was increasing on an annual basis.
6. The Proposed FY24 budget includes \$2 million in anticipated revenue from ARPA funds. If these funds are not realized, there will be an unsustainable revenue shortfall in the coming fiscal year.
7. The Proposed FY24 budget includes \$900,000 in projected sale of surplus radio



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equipment to Columbia County's 9-1-1 District. If this sale does not occur, there may be an unsustainable revenue shortfall in the coming fiscal year.

8. The Proposed FY24 budget includes a combination of estimated and contracted costs to complete the final radio site construction, installation, and commissioning. These costs are best estimate and are subject to risk of unanticipated cost overrun.
9. The Proposed FY24 budget does not include needed replacement of dual diesel generators located at our Timberline site. Estimated replacement cost is approximately \$135,000.
10. The Proposed FY24 budget includes a Five Year Forecast to help observe and predict future capital needs and fund balance.
11. The Proposed FY24 budget includes a combination of one-time partner paid revenue infusion along with a significant increase in partner and member fees to balance the proposed budget.

CHANGES IN FINANCIAL POLICY

The financial policy has been approved by the Board and there are no proposed changes.

CONCLUSION

The Recommended FY24 Budget addresses significant capital revenue shortfall and corrects the problem of operating expenses exceeding operating revenue by including a one-time revenue infusion from Partner agencies and significant increasing annual revenue from Partner and Member agencies to bring operating revenue in line with operating expenses.

Clackamas 800 Radio Group

Fiscal Year 2023-24 (FY24) Recommended Budget

Update: 3/20/23

Acct #	Account Description	Actual FY21	Actual FY22	Budget FY23	Estimated Year End FY23	Proposed FY24	Approved by Budget Committee 03/20/23	Adopted by Governing Board	Pct Change from FY23
Revenue									
401-00	Cash Resources	3,980,646	3,984,579	53,539	1,208,867	573,162	573,162	0	970.6%
405-00	Member Contracts	66,220	76,320	76,320	74,880	226,914	226,914	0	197.3%
410-00	Partner Fees	1,068,893	1,270,525	1,198,080	1,219,077	1,476,864	1,476,864	0	23.3%
420-00	Partner Debt Service Zone Con	0	0	0	0	0	0	0	0.0%
421-00	Partner Dept Service Microwave	0	0	0	0	0	0	0	0.0%
430-00	Subscriber Radio Payments	109,672	990,599	1,065,007	6,669	0	0	0	-100.0%
431-00	Interest Income	149	146	500	53	100	100	0	-80.0%
435-00	Lease Income	38,731	249,344	92,423	88,816	89,177	89,177	0	-3.5%
440-00	Miscellaneous Income	251,453	228,665	350,000	0	2,900,000	2,900,000	0	728.6%
450-00	Bond Proceeds / Capital Solution	7,622,590	6,164,335	4,757,863	0	0	0	0	-100.0%
455-00	Bond Interest Income	0	0	0	0	0	0	0	0.0%
	Additional Revenue	0	0	0	0	1,140,000	1,140,000	0	0.0%
	Total Revenue	13,138,354	12,964,513	7,593,732	2,598,362	6,406,217	6,406,217	0	-15.6%
Expense									
Personnel									
	Salary	0	0	0	0	0	0	0	0.0%
	Benefits	0	0	0	0	0	0	0	0.0%
	Subtotal Personnel	0	0	0	0	0	0	0	0.0%
Materials and Services									
605-00	Site Rental	233,262	294,027	263,147	207,282	311,300	311,300	0	18.3%
610-00	Fuel (for generators)	19,690	29,285	25,000	18,709	25,000	25,000	0	0.0%
615-00	HVAC Maintenance	21,211	56,345	60,000	30,252	50,000	50,000	0	-16.7%
620-00	Landscape Maintenance	40,810	3,700	20,000	25,828	20,000	20,000	0	0.0%
621-00	Office Supplies	0	0	900	162	900	900	0	0.0%
622-00	Bad Debt Expense	19,350	0	0	0	0	0	0	0.0%
625-00	Generator Maintenance	9,958	9,905	25,000	15,954	25,000	25,000	0	0.0%
630-00	UPS Maintenance	3,246	0	4,000	11,559	4,000	4,000	0	0.0%
635-00	Battery Maintenance	0	3,146	5,000	0	5,000	5,000	0	0.0%

Clackamas 800 Radio Group

Fiscal Year 2023-24 (FY24) Recommended Budget

Update: 3/20/23

Acct #	Account Description	Actual FY21	Actual FY22	Budget FY23	Estimated Year End FY23	Proposed FY24	Approved by Budget Committee 03/20/23	Adopted by Governing Board	Pct Change from FY23
640-00	Building Maintenance	0	4,598	10,000	29,813	10,000	10,000	0	0.0%
645-00	Insurance	56,585	70,360	78,000	66,218	70,000	70,000	0	-10.3%
650-00	Utilities	83,016	107,234	105,000	113,887	105,000	105,000	0	0.0%
655-00	Consultant Services	53,947	51,521	35,000	25,000	35,000	35,000	0	0.0%
657-00	Regional Radio	0	0	0	0	0	0	0	0.0%
660-00	WCCCA Contract Services	758,217	888,651	963,181	963,181	1,080,162	1,080,162	0	12.1%
665-00	Radio Maintenance Fees	122,444	39,853	35,000	111,760	35,000	35,000	0	0.0%
667-00	Radio Replacement Proj	0	0	0	0	0	0	0	0.0%
668-00	Fire Sta Alerting Maintenance	0	86,485	95,000	0	92,500	92,500	0	-2.6%
670-00	Legal Services	1,300	7,595	2,000	4,575	3,000	3,000	0	50.0%
675-00	Financial Services	7,525	9,021	7,800	16,622	9,600	9,600	0	23.1%
680-00	Audit Fees	6,920	6,875	7,500	7,500	7,500	7,500	0	0.0%
683-00	Capital Reserve	0	0	0	0	0	0	0	0.0%
685-00	Miscellaneous Expense	709	590	5,000	15,389	5,000	5,000	0	0.0%
686-00	Meeting Expense / Public notice	100	40	1,000	101	1,000	1,000	0	0.0%
	Subtotal Material and Services	1,438,290	1,669,233	1,747,528	1,663,793	1,894,962	1,894,962	0	8.4%
683-00	Capital Reserve	0	0	0	0	0	0	0	0.0%
703-00	Capital Outlay	7,715,484	10,086,413	5,822,870	361,407	4,422,533	4,422,533	0	-24.0%
795-00	Debt Service	0	0	0	0	0	0	0	0.0%
	Additional Expense Proposal(s)	0	0	0	0	0	0	0	0.0%
800-00	Operating Contingency	0	0	0	0	50,000	50,000	0	0.0%
	Ending Fund Balance	3,984,579	1,208,867	23,334	573,162	38,722	38,722	0	65.9%
	Total Expense	13,138,354	12,964,513	7,593,732	2,598,362	6,406,217	6,406,217	0	-15.6%

CLACKAMAS 800 RADIO GROUP (C800)

Item 7d.

NUMBER OF RADIOS

Updated: March 20, 2023

FY24 COST ALLOCATION

FY24 Annual Cost Per Radio:

\$641

FY23 Annual Cost Per Radio:

\$480

Partners	FY23 06/09/22 Radios	FY24 03/06/23 Radios
Aurora Fire	62	54
Canby Fire	99	94
Canby Police	60	63
Clackamas County (AMR)	58	58
Clackamas County Sheriff	749	749
Clackamas Fire Dist. #1	381	363
Colton Fire	42	42
Estacada Fire	55	55
Gladstone Fire	0	0
Gladstone Police	40	40
Hoodland Fire	86	86
Lake Oswego Fire	92	91
Lake Oswego Police	118	121
Milwaukie Police	82	82
Molalla Fire	60	67
Molalla Police	40	42
Oregon City Police	101	103
Sandy Fire	68	67
Sandy Police	46	46
TVF&R / West Linn	30	30
West Linn Police	51	51
Total Partners	2,320	2,304

FY23 Annual Fee	Increase/ Decrease	FY24 Annual Fee	Percent Change
29,760	4,854	34,614	16.3%
47,520	12,734	60,254	26.8%
28,800	11,583	40,383	40.2%
27,840	9,338	37,178	33.5%
359,520	120,589	480,109	33.5%
182,880	49,803	232,683	27.2%
20,160	6,762	26,922	33.5%
26,400	8,855	35,255	33.5%
0	0	0	0.0%
19,200	6,440	25,640	33.5%
41,280	13,846	55,126	33.5%
44,160	14,171	58,331	32.1%
56,640	20,921	77,561	36.9%
39,360	13,202	52,562	33.5%
28,800	14,147	42,947	49.1%
19,200	7,722	26,922	40.2%
48,480	17,543	66,023	36.2%
32,640	10,307	42,947	31.6%
22,080	7,406	29,486	33.5%
14,400	4,830	19,230	33.5%
24,480	8,211	32,691	33.5%
1,113,600	363,264	1,476,864	32.6%

Members	Radios	Radios
Lake Oswego Public Works	56	57
Milwaukie Public Works	48	48
West Linn Public Works	28	28
Wilsonville PW	12	12
Wilsonville Transit	51	51
Boring Water District	2	2
CC Community College	4	4
CC Code/Envi	6	6
CC Comm Corrections	50	50
CC District Attorney	3	3
CC Dog Services	5	5
CC Juvenile	5	5
CC Medical Examiner	4	4
CC Transportation	30	30
Clackamas River Water	4	4
City of Happy Valley	16	16
Lake Oswego Lake Corp	15	14
Sunrise Water Authority	12	12
Willamette Trolley	4	3
Total Members	355	354

FY23	Change	FY24	Pct
26,880	9,657	36,537	35.9%
23,040	7,728	30,768	33.5%
13,440	4,508	17,948	33.5%
5,760	1,932	7,692	33.5%
24,480	8,211	32,691	33.5%
960	322	1,282	33.5%
1,920	644	2,564	33.5%
2,880	966	3,846	33.5%
24,000	8,050	32,050	33.5%
1,440	483	1,923	33.5%
2,400	805	3,205	33.5%
2,400	805	3,205	33.5%
1,920	644	2,564	33.5%
14,400	4,830	19,230	33.5%
1,920	644	2,564	33.5%
7,680	2,576	10,256	33.5%
7,200	1,774	8,974	24.6%
5,760	1,932	7,692	33.5%
1,920	3	1,923	0.2%
170,400	56,514	226,914	33.2%

TOTAL BILLABLE	2,675	2,658
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-17

-0.6%

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CLACKAMAS 800 RADIO GROUP (C800)

Item 7d.

NUMBER OF RADIOS

Updated: March 20, 2023

FY24 COST ALLOCATION

FY24 Annual Cost Per Radio: \$641

FY23 Annual Cost Per Radio: \$480

Partners	FY23 06/09/22 Radios	FY24 03/06/23 Radios
Mutual Aid	Radios	Radios
Amtrak	1	1
CC Emergency Mgmt	10	10
Hubbard Fire	15	15
Monitor Fire	0	0
Mt Angel Fire	9	9
ODFEast	8	8
Reach Medi-Plane	4	4
Silverton Fire District	0	0
USFS	17	17
Willamette Falls Hospital	1	1
Woodburn Fire	63	64
Total Mutual Aid	128	129

FY23 Annual Fee	Increase/ Decrease	FY24 Annual Fee	Percent Change
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Dispatch	Radios	Radios
C800	63	63
CCOM	94	92
LOCOM	54	53
Total Dispatch	211	208

GRAND TOTAL	3,014	2,995
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One-Time Revenue Infusion

Item 7d.

Recommended by Budget Committee 03-20-2023

	Capital Infusion Needed	Share of ARPA Revenue	Share of Sale to Columbia 911	Share of Wave license Credit	Remaining Capital Infusion
C800 PARTNERS	\$4,346,000	\$2,000,000	\$900,000	\$306,000	
Aurora Fire	\$116,495	(\$19,913)	(\$37,052)	(\$12,598)	\$46,932
Canby Fire	\$186,016	(\$31,796)	(\$59,163)	(\$20,116)	\$74,940
Canby PD	\$114,616	(\$19,592)	(\$36,454)	(\$12,394)	\$46,175
Clackamas County (AMR)	\$108,979	(\$108,979)	\$0	\$0	\$0
Clackamas County SO	\$1,407,330	(\$1,407,330)	\$0	\$0	\$0
Clackamas Fire District 1	\$635,083	(\$108,558)	(\$201,992)	(\$68,677)	\$255,857
Colton Fire	\$78,916	(\$13,489)	(\$25,100)	(\$8,534)	\$31,793
Estacada Fire	\$103,342	(\$17,665)	(\$32,869)	(\$11,175)	\$41,633
Gladstone Fire	\$78,916	(\$13,489)	(\$25,100)	(\$8,534)	\$31,793
Gladstone PD	\$75,158	(\$12,847)	(\$23,904)	(\$8,127)	\$30,279
Hoodland Fire	\$161,589	(\$27,621)	(\$51,394)	(\$17,474)	\$65,100
Lake Oswego Fire	\$172,863	(\$29,548)	(\$54,980)	(\$18,693)	\$69,641
Lake Oswego PD	\$221,716	(\$37,899)	(\$70,518)	(\$23,976)	\$89,323
Milwaukie PD	\$148,437	(\$25,373)	(\$47,211)	(\$16,052)	\$59,801
Molalla Fire	\$105,221	(\$17,986)	(\$33,466)	(\$11,378)	\$42,390
Molalla PD	\$75,158	(\$12,847)	(\$23,904)	(\$8,127)	\$30,279
Oregon City PD	\$189,773	(\$32,439)	(\$60,359)	(\$20,522)	\$76,454
Sandy Fire	\$127,768	(\$21,840)	(\$40,637)	(\$13,817)	\$51,474
Sandy PD	\$86,431	(\$14,774)	(\$27,490)	(\$9,347)	\$34,821
TVFR (West Linn only)	\$56,368	(\$9,635)	(\$17,928)	(\$6,096)	\$22,709
West Linn PD	\$95,826	(\$16,380)	(\$30,478)	(\$10,363)	\$38,606
TOTALS	\$4,346,000	(\$2,000,000)	(\$900,000)	(\$306,000)	\$1,140,000

C800 - Five Year Forecast (FY24-FY28)

	FY21	FY22	FY23	FY23	FY24	FY25	FY26	FY27	FY28
	Actual	Actual	Budget	Projected	Proposed	Forecast	Forecast	Forecast	Forecast
RESOURCES									
1. Beginning Fund Balance	3,980,646	3,984,579	53,539	1,208,867	573,162	145,571	133,957	125,717	121,160
REVENUE									
Member Contracts	66,220	76,320	76,320	74,880	226,914	238,260	250,173	262,681	275,815
Partner Fees	1,068,893	1,270,525	1,198,080	1,219,077	1,476,864	1,550,707	1,628,243	1,709,655	1,795,137
Partner Debt Service Zone Con	-	-	-	-	-	-	-	-	-
Partner Dept Service Microwave	-	-	-	-	-	-	-	-	-
Subscriber Radio Payments	109,672	990,599	1,065,007	6,669	-	-	-	-	-
Interest Income	149	146	500	53	100	102	104	106	108
Lease Income	38,731	249,344	92,423	88,816	89,177	90,960	92,779	94,635	96,528
Miscellaneous Income	251,453	228,665	350,000	-	2,900,000	-	-	-	-
Bond Proceeds / Capital Solution	7,622,590	6,164,335	4,757,863	-	-	-	-	-	-
Bond Interest Income	-	-	-	-	-	-	-	-	-
Additional Revenue Proposal(s)					1,140,000	-	-	-	-
2. Operating Revenue	9,157,708	8,979,934	7,540,193	1,389,495	5,833,055	1,880,029	1,971,299	2,067,077	2,167,589
% Change in Partner Fees	6.19%	18.86%	-5.70%		33.69%	5.00%	5.00%	5.00%	5.00%
Loan Proceeds	-	-	-	-	-	-	-	-	-
3. TOTAL RESOURCES	13,138,354	12,964,513	7,593,732	2,598,362	6,406,217	2,025,600	2,105,256	2,192,794	2,288,748
EXPENDITURES									
Personal Services	-	-	-	-	-	-	-	-	-
Materials and Services	1,438,290	1,669,233	1,747,528	1,663,793	1,894,962	1,950,147	2,040,762	2,135,706	2,235,191
Capital Expenditures	7,715,484	10,086,413	5,822,870	361,407	4,422,533	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-
Interfund Transfers	-	-	-	-	-	-	-	-	-
Accounting adjustments	-	-	-	-	-	-	-	-	-
Additional Expense Proposal(s)					-	-	-	-	-
4. Operating Expenditures	9,153,774	11,755,646	7,570,398	2,025,200	6,317,495	1,950,147	2,040,762	2,135,706	2,235,191
Contingency	-	-	-	-	50,000	50,000	50,000	50,000	50,000
5. TOTAL EXPENDITURES	9,153,774	11,755,646	7,570,398	2,025,200	6,367,495	2,000,147	2,090,762	2,185,706	2,285,191
% Change in M&S Expenditures	6.63%	16.06%	4.69%	-0.33%	8.44%	2.91%	4.65%	4.65%	4.66%
<i>Funds Remaining</i>									
6. Beginning Fund Balance			53,539		573,162	145,571	133,957	125,717	121,160
Percent of PS and M&S anticipated to save			0.0%		3.0%	3.0%	3.0%	3.0%	3.0%
Anticipated Savings			-		56,849	58,504	61,223	64,071	67,056
7. Operating Revenue - Operating Expenses			(30,205)		(484,440)	(70,118)	(69,463)	(68,629)	(67,602)
8. ENDING FUND BALANCE	3,984,579	1,208,867	23,334	573,162	145,571	133,957	125,717	121,160	120,613

*Timberline Generator replacement
scheduled for FY26 will need \$135,000.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Shaun Davis

Agenda Date: 09/06/2023

SUBJECT:

Purchase of two (2) 2023 Ford Police Interceptor Utility Vehicle AWD

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the purchase of two (2) 2023 Ford Police Interceptor vehicles for patrol cars.

EXECUTIVE SUMMARY:

The police department requests approval to purchase two (2) 2023 Ford Police Interceptor vehicles to replace decommissioned patrol cars.

BACKGROUND:

The Oregon City Police patrol fleet includes 27 vehicles and are replaced as they reach end of life. This does not include detective, backline, or admin vehicles. These are patrol vehicles that are driven by on duty police officers who respond to 9-1-1 calls, canine officers, and traffic enforcement officers. Patrol usage is hard on vehicles as they spend a significant number of hours idling, as well as frequent times under rapid acceleration, braking, and steering during emergency response.

On average, the police department purchases/replaces three patrol vehicles annually. The purchasing of new police vehicles has grown in complexity over the past two years with extended delays in manufacturing as a result of supply chain interruptions and a global microchip shortage.

The police department intends to purchase two 2023 Ford Police Interceptor Utility AWD SUVs through a State of Oregon Price Agreement with the Gresham Ford dealership in Gresham, Oregon. The price for each vehicle is \$47,203.09. Funds for this purchase were approved and allocated during the 2023-2025 biennial budget to purchase.

OPTIONS:

1. Approve the purchase of two (2) 2023 Ford Police Interceptor Utility Vehicle AWD
2. Deny the purchase of two (2) 2023 Ford Police Interceptor Utility Vehicle AWD

BUDGET IMPACT:

Amount: \$ 94,406.18

FY(s): FY 2023-24

Funding Source(s): General Fund, Equipment Replacement Fund

**Janet Teran**

Government and Commercial Fleet Manager

Military Deliveries

State of Oregon Contract #1659

Cell: 503.333.2891

Office: 503.665.0101

Fax: 503.665.0497

Janet@GreshamFord.com**Quoted to:**

Oregon City Police Department

Captain Joseph Pagano

Cell/Phone

503-905-3501

Date Quoted

3/29/2022

Contract FIN

QS045

FAX

This Quote is per one vehicle

End User

QG773

E-Mail

jpagano@orcify.org**Vehicle Quoted:**

Model Code

K8A AWD Police Interceptor Utility

Model Year

2023

Quote:

Item Code

Item Description

Price

Base	K8A AWD Police Interceptor Utility	\$ 44,312.00
WB	119 In. Wheel Base	incl.
Color	UM Agate Black	incl.
Interior	9 Cloth Buckets/Vinyl Rear	incl.
Interior Color	6 Ebony Black	incl.
Trim	500A Equip Group, Premium AM/FM	incl.
Engine	99C 3.0L Ecoboost	\$ 893.00
Transmission	44U 10-Speed Automatic Transmission	incl.
Emissions	425 50 States Emissions	incl.
	43D Courtesy Lamp Disable	\$ 24.00
	51T Driver LED Spot Lamp (Whelen)	\$ 394.00
	549 Pwr. Heated Mirror	\$ 56.00
	55F 4 Keys and 4 Keyless FOBs	\$ 320.00
	59B Key Code 1284X	\$ 47.00
	76D Deflector Plate	\$ 315.00
	76R Reverse Sensing System	\$ 259.00
	153 Front License Plate Bracket	incl.

1FM5K8AC0PGB84490**1FM5K8AC9PGB84245****Cost of Vehicle** \$ 46,620.00**Oregon Vehicle Privilege Tax** \$ 233.10**Oregon Corporate Activity Tax** \$ 172.49**E-Plates** \$ 177.50**Delivered to** Oregon City, Oregon

#71

Total Vehicle Quote \$ 47,203.09



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, May 03, 2023 at 7:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:20 PM.

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

STAFFERS: 11 - City Manager Tony Konkol, City Recorder Jakob Wiley, Communications Manager Jarrod Lyman, Community Development Director Aquilla Hurd-Ravich, Human Resources Director Patrick Foiles, Economic Development Manager James Graham, Police Chief Jim Band, Finance Director Matt Zook, Development Project Manager Josh Wheeler, Library Director Greg Williams, Parks and Recreation Director Kendall Reid

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. 2023 May the 4th Proclamation

Mayor McGriff declared May 4, 2023, as Star Wars Day.

Greg Williams, Library Director, invited everyone to the May 4 activities at the library.

3b. Asian American and Pacific Islander Heritage Month Proclamation

Mayor McGriff declared May 2023 as Asian American and Pacific Islander Heritage Month.

3c. National Historic Preservation Month Proclamation

Mayor McGriff declared May 2023 as National Historic Preservation Month.

3d. Building Safety Month Proclamation

Mayor McGriff declared May 2023 as Building Safety Month.

3e. Mental Health Awareness Month Proclamation

Mayor McGriff declared May 2023 as Mental Health Awareness Month.

4. CITIZEN COMMENTS

None

5. PRESENTATIONS

5a. National Alliance on Mental Illness - Clackamas Presentation

Ally Linfoot, Board Member of NAMI Clackamas, gave statistics on mental health and explained the services provided by NAMI.

5b. Update from LoveOne on Temporary Shower Trailer at Milner Veterinary Hospital and Brax Laundry

Brandi Johnson, Executive Director of LoveOne, and Brad Sabo, co-owner of Brax Laundry in Oregon City, gave an update on their shower and laundry events, service connections, trash programs, and food pantry.

Jim Band, Police Chief, explained how the Police Department worked with LoveOne.

There was consensus for LoveOne to come back in one year.

5c. Clackamas Community College - Bond Update Presentation

Chris Groener, member of the Clackamas Community College Board of Directors, and Tim Cook, president of Clackamas Community College, gave an update on the college's bond projects including Harmony West, Holden Industrial Technology Center, DeJardin Hall, automotive expansion and remodel, Wacheno Welcome Center, Roger Rook Hall, facilities and campus upgrades, and workforce goals. There would be a bond party on August 5, 2023.

6. **ADOPTION OF THE AGENDA**

The agenda was adopted as presented.

7. **CONSENT AGENDA**

Motion made by Commissioner Mitchell, Seconded by Commissioner Smith, to adopt the consent agenda. The motion carried by the following vote:

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

7a. Public Improvement Contract with Interlaken, Inc. for the 2023 Oregon City Roadway Pavement Project (CI 22-008)

7b. Resolution No. 23-08, Amending the Planning Division Fee Schedule

7c. Minutes of the January 4, 2023 City Commission Meeting

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

9a. Diversity, Equity, and Inclusion Framework by MGT Consulting

Patrick Foiles, Human Resources Director, introduced Lamont Browne with MGT Consulting.

Mr. Browne discussed the City's DEI goals and strategies, calendar of events, City policy analysis, staff survey, focus groups, DEI Taskforce, community survey, community listening sessions,

recommendations, and next steps. He then reviewed the DEI Framework and the priorities that had been developed.

There was discussion regarding the value of the work and budget implications, how this was an ongoing process, the Commission's role, and measuring results.

Motion made by Commissioner Marl, Seconded by Commissioner Smith, to approve Resolution 23-10 DEI Commitment and Framework 2023. The motion carried by the following vote:

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

9b. First Reading of Ordinance 23-1002, Establishing Misuse of a Public Restroom as an Offense Against Public Peace and Decency

Josh Wheeler, Assistant City Engineer, discussed the purpose of the ordinance and how he had consulted with the City Attorney and Police Department.

There was discussion regarding the penalty for these actions.

The Commission wanted to declare an emergency so the ordinance would go into effect immediately.

Motion made by Commissioner O'Donnell, Seconded by Commissioner Mitchell, to approve the first reading of Ordinance 23-1002, establishing misuse of a public restroom as an offense against public peace and decency and declaring an emergency.

Carrie Richter, City Attorney, read the ordinance in full.

Commissioner Smith asked if some of the provisions related to gender were consistent with state law.

Chief Band said this was the language recommended by the City Attorney and used in Portland.

Commissioner Smith did not think the wording was specific enough and did not support it.

There was discussion regarding clarifying the language.

The motion passed by the following vote:

Yea: Commissioner Marl, Commissioner O'Donnell, Commissioner Mitchell, Mayor McGriff

Abstain: Commissioner Smith

Ms. Richter said the ordinance would not be an emergency ordinance since it did not pass unanimously. She asked that the original ordinance be passed.

Motion made by Commissioner O'Donnell, Seconded by Mayor McGriff, to approve the first reading of Ordinance 23-1002, establishing misuse of a public restroom as an offense against public peace and decency.

The motion passed by the following vote:

Yea: Commissioner Marl, Commissioner O'Donnell, Commissioner Mitchell, Mayor McGriff

Nay: Commissioner Smith

- 9c. Second Reading of Ordinance 23-1004, Adopting 2022-23 Street Tree Minor Code Amendments

Motion made by Commissioner Mitchell, Seconded by Mayor McGriff, to approve the second reading and final adoption of Ordinance 23-1004, adopting 2022-23 Street Tree Minor Code Amendments. The motion carried by the following vote:

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

10. COMMUNICATIONS

11. City Manager

None

12. Commissioners

Commissioner Smith would be doing a talk at the Ermatinger House on Saturday.

13. Mayor

Mayor McGriff would be doing a talk on May 20, 2023. She announced there had been a pause on the tolling program.

13a. Mayoral Appointment of Lisa Oreskovich to Library Board

Mayor McGriff appointed Lisa Oreskovich to the Library Board.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 9:11 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION WORK SESSION

MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, July 11, 2023 at 6:00 PM

CONVENE WORK SESSION AND ROLL CALL

Mayor McGriff convened the meeting at 6:07 PM.

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

STAFF: 9 - City Manager Tony Konkol, Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Police Captain David Edwins, Finance Director Matt Zook, Library Director Greg Williams, Public Works Director John Lewis, IT Director Mike Dobaj, Assistant City Recorder Angelique Nomie

FUTURE AGENDA ITEMS

1. List of Future Work Session Agenda Items

Tony Konkol, City Manager, proposed future work session agenda items, including discussions about the Promenade Charter Park, a Business License Amendment for summer events, developing City-owned properties within the Urban Renewal District, and policies and procedures for public meetings.

Mayor McGriff asked if a discussion about Citizen Involvement Committee (CIC) mailings should occur, in light of a recent set of CIC mailings that had contained political language. Mr. Konkol reported that this discussion had taken place with the CIC. Commissioner Marl added that the CIC mailings in question had been more expensive to produce than necessary and suggested that the money for these postcards ought to be reimbursed to the city. Commissioner O'Donnell expressed agreement with Commissioner Marl. There was discussion about how to provide appropriate oversight regarding CIC communications without overstepping the city's role. Mr. Konkol suggested holding a discussion about communication guidelines with the CIC. There was consensus that this should take place.

Commissioner Mitchell expressed an interest in how much the recent set of CIC mailings cost compared to usual mailings. Mr. Konkol said a directive to reimburse the city to the person who supported these mailings ought to come from a public meeting, and that he would like to discuss the matter with the City Attorney as well. There was consensus to discuss this matter further.

Commissioner O'Donnell expressed concern about declining membership in the Downtown Oregon City Association (DOCA). He suggested reevaluating the city's relationship with this organization. Mayor McGriff reported that the group was on track with accomplishing items in their Memorandum of Understanding (MOU) and that they were due to offer the city a report soon. There was discussion about how DOCA's 501c3 status precluded a membership structure, which could make it undesirable for downtown businesses to offer funding to the association. Commissioner Marl expressed partial agreement with Commissioner O'Donnell's points. There was discussion about when DOCA would offer its next report and Mr. Konkol explained that their previous agreement required them to report annually. He also explained

that DOCA's previous agreement had expired, that they had not made a new agreement with the city, and hence were not currently receiving City funds. There was discussion about how previous DOCA documents had failed to include the city logo as required in their agreement with the city. Commissioner Marl suggested reevaluating the city's relationship with DOCA after its current leadership transition is resolved.

Commissioner Marl suggested having a future discussion about planning a 4th of July cultural event for the following year. Commissioner Smith suggested a larger conversation to plan ahead for summer events.

Mayor McGriff suggested it was time for the South Fork Water Board to offer an annual report, and also suggested scheduling a joint meeting with the City of West Linn to discuss the South Fork Water Board and homelessness on I-205.

DISCUSSION ITEMS

2. Natural Resources Committee Work Plan for 2023 – 2025

Samantha Wolf, Vice-Chair of the Natural Resources Committee (NRC), presented the committee's 2023-2025 Work Plan. The plan included a street tree inventory; communicating regularly with neighborhood associations; improving public awareness of natural resources; providing the city with input on tree protection; supporting the city's application to participate in the Bee City program; promoting protection of invertebrate habitat; promoting public awareness of the dangers of pesticides; and reviewing and commenting on Type 3 applications. Ms. Wolf also reported that the NRC meets monthly and had just acquired a new member, and is in need of more members. She emphasized that the NRC wishes to collaborate with the Parks and Recreation Committee (PRAC) and welcomed PRAC members to attend NRC meetings.

Commissioner Smith suggested searching for trees on City-owned properties, such as schools, that can be designated as Heritage Trees.

3. Clackamas Water Environmental Services State of the District Report

Greg Geist, Director of Clackamas County Water Environmental Services (WES), presented a slideshow giving an overview of the organization's annual report. He expressed appreciation for Public Works' collaboration with WES on addressing inflow and infiltration issues. He discussed the WES organizational structure and services, financial stewardship, and rate determination parameters. He also provided an overview of WES's Capital Improvement Plan and discussed plans for WES's various facilities. Mr. Geist discussed partnering with City governments to improve the shared sewer system. He also reported updates on the Willamette Pump Station and a new Force Main, and WES's 3-Creeks Natural Area Floodplain Enhancement Project. He discussed various community collaboration projects with organizations such as Clackamas Community College's Environmental Learning Center, as well as community events sponsored by the organization.

Commissioner O'Donnell asked about the city collaborating with WES to provide membrane filtered water in Clackamette Cove. Mr. Geist explained that he had been approached in regard to this proposal and explained that Department of Environmental Quality (DEQ) regulations forbid additional discharge into the Willamette. Mr. Geist reported that he had been conversing with a DEQ representative who might be able to help with classifying the Cove as part of the Willamette in order to address this hurdle, and that new state legislation will allow review and revision of current water reuse rules.

There was discussion about the function of the new Tri-City outfall system planned by WES and how it would impact the water of the Cove.

Commissioner Marl asked about how rate differentials are calculated. Mr. Geist explained that Rate Zone

Two has a different rate because of legacy debt that it took on, but that in 2031 the debt service will be gone and rates will be uniform district wide.

Mayor McGriff expressed concern that rate harmonization would, in effect, cause the cities to subsidize smaller entities. She also suggested reengaging a Technical Advisory Committee to examine the technical details of these arrangements more thoroughly than the laypeople of the Clackamas Water Environment Services Policy Committee can do. She suggested that there might be ways to consolidate administrative tasks that the city and WES are both addressing. Mr. Geist replied that all of WES's ratepayers receive the same wastewater services, and that rate harmonization benefits all ratepayers by allowing WES to address anywhere in its districts from the collected payments of all ratepayers. Many larger projects have directly benefitted Oregon City. Mayor McGriff suggested that communication from WES about rate changes was not sufficiently clear and that future changes could be discussed with the three cities as they are in a sense "major shareholders" in the WES services.

Commissioner Smith asked about the current number and makeup of the WES advisory group, and Mr. Geist replied that the group contains 20 members and represents officials from Happy Valley, Milwaukie, Johnson City, Oregon City, West Linn, and Gladstone. Commissioner Smith suggested that the current makeup of the advisory group is weighted away from the cities. Mr. Geist replied that there is a procedure in place to allow cities and the county to address conflicts in WES separately from the advisory board.

Mr. Geist said he appreciated the level of attention to detail and accountability that Oregon City representatives brought to the WES Advisory group. Commissioner O'Donnell expressed agreement with the thoughts expressed by Mayor McGriff and Commissioner Smith.

The commission took a break from 8:17 PM to 8:29 PM.

4. Parks and Recreation Master Plan Update - Comprehensive Findings and Recommendations

Kendall Reid, Parks and Recreation Director, introduced Neelay Bhatt with PROS Consulting, Inc., who gave a PowerPoint presentation on findings and recommendations for the Parks and Recreation Master Plan. The presentation explored the city's geographical provision of parks and recreational facilities to determine which areas of the city needed more access, and which areas had facility overlaps where resources could be given to other needs. Mr. Bhatt emphasized the importance of considering the quality of available facilities, not just their service area, noting facilities in need of updates. The presentation also offered Priority Investment Ratings based on community survey input and discussed core values and action items determined by the Parks and Recreation staff, including increasing accessibility, addressing deferred maintenance, marketing, and exploring new funding mechanisms.

Mayor McGriff observed that the industry standard definition of "pocket parks" differed from the general understanding of the term. Mr. Bhatt observed that the industry standards were merely guidelines, and that patterns of use should also be considered when describing these types of parks.

Mayor McGriff asked if the school district's football field had been included the report's inventory of accessible walking paths, and Mr. Bhatt replied that it had not. Mayor McGriff suggested that the field be added to the inventory since it had been accessible to the public in the past and had the potential to do so again. Mr. Reid observed that many school districts had been trending away from collaboration with Parks and Recreation departments in facility sharing and that it was valuable to limit reliance on such collaborations. Commissioner Smith suggested not adding the football field to the inventory without conversing with the school district first. Mr. Bhatt suggested leaving the field off the inventory so as not to artificially show access needs being met, and Mayor McGriff suggested noting the issue as a topic of future discussion with the school district.

There was discussion about public complaints of park users not abiding by park rules, such as allowing dogs off-leash. Mayor McGriff observed that there were limitations to the things Parks and Recreation staff could control. Commissioner O'Donnell suggested reinstituting the role of Park Hosts, and discussion occurred about how to more clearly advertise this role and solicit applications.

There was discussion regarding the difficulty of determining whether respondents discussing water access in the Priority Investment Ratings survey were referring to boat access or other kinds of water use.

Mayor McGriff suggested looking into a playground facility for children with disabilities, stating that grants were available for such projects. Mr. Bhatt observed that new playgrounds are often built to accommodate all levels of sensory and physical ability.

There was discussion about who uses City facilities. It was observed that both residents and non-residents use the RV park. Mayor McGriff observed that the needs of Oregon City residents should be prioritized over non-residents.

Commissioner Smith suggested adding Ermatinger House to the list of facilities that required a business master plan, suggesting that the historical and unusual resources of the city should be viewed as tourism assets. Mayor McGriff also suggested viewing the Buena Vista Clubhouse in this manner.

Commissioner O'Donnell suggested evaluating each of the "big moves" or action items in the presentation in terms of how much each item benefits the community.

Commissioner Marl emphasized the importance of the presentation's data regarding the expressed needs of community members. There was discussion about collaboration between departments and how the proposed Parks and Recreation action items could benefit and interact with other departments, such as Tourism.

Commissioner Mitchell observed that Tyrone Woods Park did not serve its entire marked area conveniently because residents on the other side of Beaver Creek Road and Highway 213 cannot safely access the park by foot. He also suggested that a potential bond would likely be more successful if it provided for continued maintenance and added new indoor facilities to the Parks and Recreation offerings.

5. Discussion of Elected Officials Participating as Nonprofit Board of Directors

Mr. Konkol reviewed Oregon Revised Statute 244.020(13), defining a conflict of interest. He added that a conflict of interest seems clearly defined to require a personal, familial, business, or financial benefit to the elected official.

Mayor McGriff described several situations in which she abstained from board votes having to do with funding for Oregon City.

Commissioner Marl said he requested this discussion topic to specifically examine the City Commission's relationship with the Downtown Oregon City Association. He suggested that requiring stricter standards in this matter might protect against possible future breaches of ethics and suggested that such breaches had occurred in past administrations.

Mayor McGriff explained that during onboarding with DOCA she made it clear that the city's elected officials would not vote on issues involving the city's funding of the association.

Commissioner Marl asked if DOCA's bylaws allowed for a voting member from City government. Commissioner Mitchell explained that DOCA's original bylaws called for a City Commission

representative as an ex-officio, non-voting member, but that the rule had been changed when Mayor McGriff became a City Commissioner. Mayor McGriff said the change in rules had affected several ex-officio members of the DOCA Board and stated that, when it occurred, she told the board she would abstain from voting on issues she considered a conflict of interest.

Commissioner O'Donnell suggested that future commission members serving on nonprofit boards might not self-monitor as well as Mayor McGriff does, and that stricter rules could safeguard against ethics violations. Commissioner Mitchell expressed agreement with Commissioner O'Donnell and Commissioner Marl, adding that DOCA's unique relationship with the city necessitates different treatment than with other nonprofit organizations.

Commissioner Smith suggested that allowing an elected official to serve as a nonvoting board member in a liaison role could be valuable, but that it was inappropriate for an elected official to be a voting member or an officer of a nonprofit board. He added that, although he has the right to serve on boards or attend meetings as a private citizen, his role as a city commissioner means that extra care is needed to prevent any perception that he is using his position for influence.

Commissioner Marl expressed agreement with Commissioner Smith and observed that, as a nonvoting liaison to the CIC, he is not even called in the roll at meetings because his job there is only to listen and facilitate communication.

Mayor McGriff agreed to take the commissioners' remarks under advisement and reiterated that her current involvement with the DOCA Board was due to her professional expertise, with no relation to issues of funding from the city to DOCA.

Mr. Konkol asked Assistant City Attorney Carrie Richter if the commission was allowed to implement a conflict-of-interest policy more stringent than what was required in Oregon Revised Statutes. He invited Ms. Richter to comment on this issue via videocall. Ms. Richter said the city is allowed to set ethical guidelines above and beyond what is required regarding the issue of elected officials serving on boards. She added that it was important to be specific about which entities are included and excluded in such rules.

Mr. Konkol suggested exploring new guidelines specifically in regard to the membership of elected officials on boards with a closer than usual financial connection to the city, such as DOCA and a potential Destination Management Organization (DMO).

Commissioner Mitchell suggested that an organization that only receives grant money from the city could have an elected official – who would abstain from votes about the grant – as a voting member, but that an organization with a Memorandum of Understanding (MOU) with the city or with consistent City funding should not have an elected official on its board. Commissioner O'Donnell expressed agreement with Commissioners Mitchell and Smith.

Mr. Konkol and Ms. Richter agreed to draft a policy to reflect the commission's desire to create more stringent regulations for elected officials serving on nonprofit boards for the commission to review upon completion.

CITY MANAGER'S REPORT

6. Update on City Projects

Mr. Konkol reported that the next work session would include a discussion of encroachments on the McLoughlin Promenade in light of a survey the city has just completed. He also reported that regular meetings with the Confederated Tribes of the Umatilla had been taking place regarding drafting signage for the Cayuse Five memorial. Mr. Konkol agreed to set a joint meeting with the Confederated Tribes of the Umatilla, potentially on July 28, 2023.

Mr. Konkol reported that there were no additional changes regarding the Courthouse or the Canemah rights-of-way issue, and that work was ongoing with Engineering and Planning staff on the Tumwater Village project.

Mr. Konkol reported that an agreement had been reached between the Willamette Falls Trust and Portland General Electric to begin a feasibility study on potential public access to the West Linn side of Willamette Falls. Mr. Konkol suggested that progress on developing the West Linn side of the river could help move forward plans for the Oregon City side.

Commissioner Smith expressed frustration that the commission had not been involved in this discussion or informed about the agreement. He expressed concern that this development might make Oregon City lose the funding and public enthusiasm for development on its side of the river. He suggested that West Linn and Oregon City ought to communicate more about projects on both sides of the Willamette Falls.

Mr. Konkol suggested that funding for a Riverwalk on the West Linn side of the Willamette might not preclude funding for a Riverwalk on the Oregon City side, and that this could be an opportunity to implement one of the current biennium goals and work more closely with the many sovereign nations involved broadly in the Willamette Falls riverwalk project in order to find solutions that benefit everyone. Mr. Konkol also observed that the sticking point with Riverwalk discussions had been the need to balance the interests of the private owner of the development site with the cultural needs of the historic residents of the area and that the city needs to engage more with that challenge.

Commissioner O'Donnell expressed agreement with Commissioner Smith and suggested that Metro had been slowing down progress on the potential project.

There was discussion that this Riverwalk issue should be discussed at the upcoming meeting with West Linn in order to advocate for Oregon City's interests.

COMMISSION COMMITTEE REPORTS

7. Commissioner O'Donnell

- South Fork Water Board

Commissioner O'Donnell had no updates to report.

8. Commissioner Smith

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

Commissioner Smith reported that the South Fork Water Board had been working on the intake issue, received an update on a new building, and had a discussion about controlling vendors.

9. Commissioner Marl

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

Commissioner Marl reported that the recent Youth Advisory Committee meeting had featured discussion around hosting an event that focused on student mental health and resources. He reported that the Youth Advisory Committee also wished to meet more frequently, and that they had been on the front page of the Oregon City News for speaking at the Juneteenth event.

Commissioner Marl also reported that the I-205 Tolling Diversion Committee had been discussing its future mission in light of tolling developments.

10. Commissioner Mitchell

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

Commissioner Mitchell had no reports at this time.

11. Mayor McGriff

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

Mayor McGriff reported that she may not be able to attend the upcoming meeting of the Clackamas Water Environmental Services Policy Committee. She reported that the Downtown Oregon City Association was actively looking for a new Executive Director. Mayor McGriff reported that the project on the Bridgeview Building is moving forward, and that the Metro Policy Advisory Committee had a discussion about regional transportation and rapid bus routes, where concern was expressed about whether the bus routes would benefit residents further from the core service area.

Mayor McGriff reported that the Willamette Falls Landings Heritage Area group would be meeting on Monday and were slated to discuss community engagement and maintaining cordial relationships between members. She reported that a project was underway identifying areas of the Willamette where persons of Chinese heritage had been involved.

Mayor McGriff reported that she had had meetings with Andrew Mason and Julie Hernandez regarding the Riverwalk project on the West Linn side of the Willamette, and that Ms. Hernandez had assured her that the progress on this project was merely exploratory at this stage. Mayor McGriff had asked Mr. Mason how the West Linn project affected funding for the Oregon City Riverwalk, and Mr. Mason replied that that funds raised for Oregon City would not be co-opted for West Linn.

ADJOURNMENT

Mayor McGriff adjourned the meeting at 10:07 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager, Tony Konkol

Agenda Date: 09/06/23

SUBJECT:

C-4 revisions to the Joint Values on the Proposed Regional Congestion Pricing and Toll Projects within the Portland Metro Region

STAFF RECOMMENDATION:

Staff recommends the Commission review the revisions to the Joint Values document of the C4 Tolling Strategy Subcommittee and approve the inclusion of the City's logo on the document.

EXECUTIVE SUMMARY:

On August 16, 2023, the City Commission continued the discussion of the inclusion of the City's logo on the Joint Values on the Proposed Regional Congestion Pricing and Toll Projects within the Portland Metro Region document to allow the committee to amend the wording in the Joint Values document to strengthen the language and gain additional supporters. The revised Joint Values document is attached in the red-lined version to highlight the changes.

Commission Marl represents the City on C4 and is requesting that the City Commission approve the inclusion of the City's logo on the Joint Values on the Proposed Congestion Pricing and Toll Projects within the Portland Metro Region, as amended.

The Joint Values document indicates the jurisdictions that provide a logo support a functional regional transportation system that prioritizes safety, equity, a vibrant economy, healthy and active communities, climate action, disaster resilience, and the reliable movement of people and goods. The document acknowledges that additional transportation funding is needed to address maintenance and capital projects on the interstate system and that as the Oregon Department of Transportation explores funding strategies, the jurisdictions listed on the Joint Values document will advocate for the values identified on the Joint Values document to be reflected in any proposed policy or project.

The Joint Values document is not an endorsement or acceptance of any proposal to implement tolling or congestion pricing.

The Joint Values document identifies how the Oregon Department of Transportation can rebuild trust with local communities, how the Oregon Transportation Commission and Legislature can ensure that the transportation system works for Oregonians, and how to ensure the efficient and equitable movement of people and goods should tolling or congestion pricing be implemented.

BACKGROUND:

OPTIONS:

1. Approve the use of City's logo on the Joint Values document
2. Deny the use of the City's logo on the Joint Values document

BUDGET IMPACT:

Amount:

FY:

Funding Source(s):

Joint Values on the Proposed Regional Congestion Pricing and Toll Projects within the Portland Metro Region

C4 TOLL STRATEGY SUBCOMMITTEE PROPOSED REVISIONS

The jurisdictions named here support a functional regional transportation system that prioritizes safety, equity, a vibrant economy, healthy and active communities, climate action, disaster resilience, and the reliable movement of people and goods.

We acknowledge that additional transportation funding is needed to address maintenance and capital projects on the interstate system. We recognize ODOT has been directed to pursue pricing in some form, but also that toll collections have been paused until 2026 in order to better address local concerns. As ODOT continues to advance tolling and explore other funding strategies, the jurisdictions listed here will advocate for the following values to be reflected in any proposed policy or project.

These values are not an endorsement of any proposal to implement tolling or congestion pricing.

To rebuild trust with local communities, ODOT ~~should~~must...

- ~~• Deliver clear benefits to the drivers, communities, and businesses affected by toll corridors~~
- Be influenced by local voices and jurisdictions ahead of implementation
- ~~• Deliver clear benefits to the drivers, communities, and businesses affected by toll corridors~~
- Prioritize robust and inclusive community engagement
- Incorporate and track commitments made with local and regional partners through transparent and consistent communication

To ensure the transportation system works for Oregonians, the OTC and the State Legislature should direct ODOT to...

- Extend the existing revenue sharing models with local jurisdictions to apply to toll revenues
- Prioritize the completion of the bottleneck projects identified in HB 2017 (2017) and HB 3055 (2021)
- Explore alternative funding mechanisms beyond pricing to address transportation funding needs
- ~~Advance~~Provide adequate public transit infrastructure within proposed toll corridors

To ensure the efficient and equitable movement of people and goods, tolling or congestion pricing programs should...

- Decrease diversion into local communities
- Increase safety on and off the interstate system
- Ensure that all tolling or congestion programs are designed with regional implementation and collaboration in mind to avoid disproportionate economic ~~disadvantages~~impacts or unfair burdens on people and communities
- ~~Maintain~~Support a regionally balanced transportation system that provides reliable travel times for commuters and employers on and off the tolled corridor
- Establish viable travel alternatives to accommodate mode shifts, including bicycle and pedestrian networks and accessible transit programs in areas with inadequate or no service
- Provide considerations for local trips with few or no alternatives
- Improve transportation system resiliency to natural disasters, such as earthquakes and wildfires
- Improve regional air quality and reduce vehicle pollution, both on and off the interstate system
- Establish a long-term oversight and accountability program committee to ~~showcase financial~~provide transparency
- Consider recommendations from the Low-income Toll Report and the Equity Mobility Advisory Committee (EMAC)
- Address the land use implications inherent with how tolling will affect local communities

Jakob Wiley

From: Paul O. Edgar <pauloedgar1940@gmail.com>
Sent: Wednesday, September 6, 2023 10:32 AM
To: recorderteam
Cc: Denyse McGriff; Frank O'Donnell; Rocky Smith, Jr.; Adam Marl; Mike Mitchell; Tony Konkol; John M. Lewis
Subject: Please include this document within the agenda of the City Commission tonight, 07/06/2023 meeting as part of the discussion on agenda item: 9a. C-4 revisions to Joint Values

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please include this document within the agenda of the City Commission in tonight's 07/06/2023 meeting as part of the discussion on agenda item:

9. GENERAL BUSINESS 9a. C-4 revisions to the Joint Values on the Proposed Regional Congestion Pricing and Toll Projects within the Portland Metro Region. Page 106, on to "provide adequate Public Transit Infrastructure in the propose Tolled Corridors", the question exists if that is even achievable within TriMet service area.

It appears that there is little or NO Possibility of achieving any reasonable, Alternative Multi-Mode Transit Option in the I-205 Improvement area to alleviate foreseeable extremely high levels of Tolling Diversion, this paragraph and demand needs to be enhanced.

Any subtle acceptance in any type of Tolling, within Congestion Pricing, needs improvements in politely and politically correct within saying, "Hell No!"

Paul Edgar, Oregon City

Subject: Re: We need to have TriMet & Greater Portland-Metro Transportation Planners, re-Envision it's methods of Providing Transit.

[Learn why this is important](#)

FYI,

We need to have TriMet & Greater Portland-Metro, Re-Envision its Methods of Providing Transit/Transport.

TriMet must revise its Methods of Providing Transport. TriMet Transit Ridership has fallen 57% when compared to the same month preceding the COVID Pandemic. But that does not tell the whole story of where this loss in TriMet Transit Rider comes from. Ridership has been falling on MAX Light Rail Transit for the last decade, but in the Pandemic, it is close to 15% of what it was pre Pandemic. Commuters within the marketplace has stepped away from MAX Light Rail Transit. TriMet says, “it will take several years to recover,” but will it? Throwing more and more public money at it, with everything pointing to the fact that what TriMet is offering is not what the public wants and/or needs, that it is time to “Revise its Methods of Providing Transit/Transport.”

Virtual Offices have permanently changed how the business community does their work, and significant numbers of businesses are permanently reducing their office footprints providing needed cost saving. What we are witnessing is that considerable number of businesses with a substantial number of their employees are re-examining the need for these selected employees, to where they do not have to work in a central workplace. As a result of these decisions that have been made across the business community, along with relocating many of these businesses out of Downtown Portland,, have resulted in massive reductions in commuters and incidents of travel generated.

Greater Portland Transit Agency, “TriMet” and their Board of Directors must face the realities of the wants, needs, and desires of the “Marketplace.”

At the same time TriMet is losing transit ridership, the number of vehicles using our roads, highways, and bridges has been increasing in record levels for the last decade. This increase in “Incidents of Travel/Trip Generation” on our roads, highways, and bridges, has put ODOT and the Oregon Legislature into a quandary of how best to address the needs of the Marketplace.

Over the last three (3) decades, prioritizations in ODOT Region One, have resulted in TriMet's Transit Agency receiving comparatively more investment priority than have of addressing the needs of adequately funding roads, highways, and bridge infrastructure. This has resulted in a capacity deficit with greater congestion, time lost, decreased productivity, effects how we live and work. When we examine the incidents of travel generated statistically, TriMet Transit Agency provides services to less than one (1) percent of the area population that they serve.

Ninety, nine (99) percent of the greater population does not choose TriMet Transit Agency's options, for their mode of travel within their movement/incidents of travel.

The massive increase in the incidents of travel and vehicle miles driven has resulted in a need to re-examine options and opportunities and how best to address those needs. Walking and biking as mode of travel are statistically satisfying more incident of travel generated, than the options of TriMet Transit Agency, in ODOT Region One.

At the same time TriMet is losing transit ridership, the number of vehicles using our roads, highways, and bridges has been increasing in record levels for the last decade. This increase in "Incidents of Travel/Trip Generation" on our roads, highways, and bridges, has not received the needed investments even when funding has been available.

What are these dynamics that have changed in the "Marketplace" and as we go into the future, how should transportation planners prioritize future funding. The inherent issue of public transit is that it has had problems getting people to where they need to go, timely and safely. In the pandemic, we witnessed this major shift away from the use of Public Transit, often related to health concerns. During the Pandemic, greater numbers of people began working virtually and the business community subsequently re-examining the need of having expensive downtown office space. Then came the riots, that existed in downtown Portland following the George Floyd incident, and that compounded by safety fears resulted in a greater exodus away from downtown Portland by major employers. Many of these companies setup satellite offices closer to where people live, and that has become a new norm. The physical number of daily

commuters that could consider public transit, is now estimated to be half of what it was.

Can public transit become the primary mode of commuting going into the future. The transportation needs of the marketplace changed, and the transportation planners and TriMet Transit Agency must re-examine how best to adjust to these changes. The environment has changed, and a greater part of the population understands this need to switch to electrical vehicles and it is happening faster and faster. Private vehicle miles driven are now shorter and shorter and more random. Commercial activity, however, is on the increase with long hauls and box trucks moving everywhere, at a faster pace. The use of our road's, highways, and bridges is of greater importance now, more than it has ever been.

This increase in commercial activity along with non commercial vehicles has resulted in increased congestion and delays in product movement within the supply chain, which inflates the cost of all products produced and consumed. With commercial activity, comes greater negative environmental impacts to the environment, as ninety-nine (99) percent of the commercial vehicles in use produce greater levels carbon emissions which in the foreseeable future will be greater than private vehicles. Going place to place now takes longer with a significant increase in operating costs. Gas and diesel vehicles are idling and operating in less than efficient ways creating higher and higher levels of Carbon Emissions.

The Greater Portland-Metro Transportation Planning entities, ODOT's Urban Mobility office, the State Legislature, and The Oregon Transportation Commission have advanced their solutions, and nothing makes sense. They continue to prioritize and invest into TriMet's Light Rail Transit when so few use it. They do not prioritize and invest into roads, highways and bridges and want to institute Congestion Pricing and Management where they increase cost to use the roads, highways, and bridges through Tolling to reduce congestion.

There are significant side-effects of tolling of which makes tolling a major deterrent with few positives. The cost of tolling cannot be justified with most families, with what is being proposed, where sixty (60) percent of the population is now living paycheck to paycheck. The working poor and even families with triple digit incomes will not

be able to afford and justify paying tolls to go to work and home, to the school or shopping. Foreseeable massive diversion, just to not pay a toll, will result in taking congestion off the major roads, highways and bridges being proposed to be tolled to side-streets, minor arterials, and non-tolled highways reducing safety, and moving congestion to where it makes communities gridlocked. The proposed tolling the I-205 Corridor and the I-205 Abernathy Bridge, do not align themselves with the limited Multi-Mode Options, in Clackamas County. There are only limited workable options for Bike & PED, and Transit Commuting abilities. Only in the denser population areas with frequent Light Rail Transit and Bus services that are close to where people live and work, has there been degree of success in creating workable transit options.

Climate Change has now come to the forefront, and it has become a primary element in all of our decisions we make, associated with short and long-term Transportation Planning. We must reduce Vehicle Carbon Emissions and with the new technologies, automation, artificial intelligence, and technology improvements in batteries, and other electrical power storage devices. These and future advances will be the key to our survival as a sustainable civilization.

It is time to re-envision the Methods we use and deploy in providing transport. There are more and more new capability today or very soon, where vehicles will go farther in with zero emission. We should have new affordable electric Vans/Buses to smooth out the highs and lows of carbon less powered new generation of vehicles. The very expensive old technologies that are not energy efficient or good for the environment need to be twilighted and replaced.

We are talking about a lot more than just replacing gas and diesel buses, trucks, and cars. There is a need to re-examine the inefficiencies and costs associated with light rail and commuter rail methods and vehicles that are no-longer affordable to operate.

We did it with our LED light bulbs and streetlights that have created reductions in electrical power usage with an amazing Return on Investment (ROI). Today's Light Rail Transit can now be replaced with new technology that is in-sync with today's lifestyles and what the marketplace demands that consumes far less Electrical Power and dramatically reduces labor costs. We have the technology base that

can create a new type of affordable Transport Vehicles, in All-Electric Van's and Mini-Buses.

The Transit Agencies in our Cities need to take a serious look at what Uber and Lyft developed and determine how they can use of this new technology in creating new vehicles that align with it, and the Public Transit Agency's missions. This is where people with their personal mobile device, order out their ride and a Van's or Mini-Buses get dispatched. Those needing transport get a conformation Readable Code sent to their smart devise that they will use when they get on their Van or Mini-Bus.

The pickup and delivery routes are automatically determined, and they could even use the current bus stops at reduced rates. These vehicles could/should be mass-produced in America and fully automated with zero-emission, coming from all-electric design and have a very low cost. We should be able to have significantly more Electric Mini-Buses for the price of one of the old technology Large Buses.

TriMet's MAX Light Rail Transit is an example of old technology with fixed rail that is very expensive to build/create, and very labor-intensive and costly to operate and maintain. It offers little or NO flexibility in its routes. This and other factors have created the cause and effect that has resulted in Light Rail Transit losing ridership to a level that makes it obsolete and no-longer sustainable.

Analysts suggest that in the future, Hybrid and Virtual Offices will result in a 50% reduction in those who in the past have commuted to these Central Offices or Work-spaces. These hybrid employees commuting needs are now very random, and this has become a new normal. This is not for everyone, but this change is so significant and its effect on MAX Light Rail Transit has been so great, that it requires a new needs evaluation.

The Uber and Lyft and/or their equivalents in this type of mode of service, offers a more nimble, and cost and time effective choice, and Public Transit Agency must now adapt to the Marketplace. Uber and Lyft have provided us with a "Proof of Concept" in a more convenient service model, but they still have limitations of the capabilities and with the limited capacity of our roads, highways, and bridges. They

must also deal with independent contractors, and their vehicles of choice.

Within what we see happening there are important additional considerations. To reach our Carbon Emissions Reductions, "We must require in the future, that these vehicles used in public transport are given a time frame to become and meet low emissions - Hybrid or no emissions standards in Urban Greater Portland-Metro Geographic Area."

Transit Agencies must embrace this new technology that the marketplace is demanding, taking what is good and discarding what is bad and creating a more environmentally correct approach. We now have bus and bike lanes that allow buses to navigate in congestion time frames and those lanes should be expanded would be perfect for new All-Electric Van's and Mini-Buses in a new transport system, that produces little or no carbon emissions, and gets people where they need to go faster and cheaper.

TriMet must immediately table its proposed \$3.5 Billion Dollar Southwest Corridor MAX Light Rail Transit Line and repurpose those funds for Right of Way Improvements-enhancements, along with new computer technology and software capable of addressing the needs of a new Fleet of All-Electric Vehicles akin to Uber and Lyft. The WES Commuter Rail must be terminated. The "Marketplace Demands" a totally automated and more convenient and affordable/cost effective Methods of Providing Transport. We must not lose this opportunity to transform how the Transit Agencies address what the people want, and the environment requires in a time of Climate Change.

Paul O. Edgar, Oregon City, pauloedgar1940@gmail.com

PS: It appears, in reading TriMet's performance numbers, that there could be 10 Million Dollars per month in the difference between ticket sales revenues and fully encumbered operating costs of TriMet's Operations. TriMet's financial problems are not just in it's high operating cost and very, very low ridership, it is also in it's off-balance sheet retirement obligations of its employees, that are far from being fully funded. TriMet's solution of spending 2.5 Billion Dollars on extending MAX LRT into Vancouver is not justified (examine it's performance link below) in that not enough potential

users can be estimated to use this proposed LRT extension on the IBR across into Washington. Vancouver and Clark County residents also do not want to pay the annual operations and maintenance costs of the proposed extension into Vancouver, currently estimated to be 21 Million Dollars and going up.

[TriMet wants \\$21.6 million a year for IBR light rail operations – Accountability.com](#)

<https://trimet.org/about/performance.htm>



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** September 6, 2023
From: Ann Griffin, Economic Development Coordinator

SUBJECT: Downtown Public Restroom – Selected Artists

STAFF RECOMMENDATION:

No action requested, informational only. Staff would like to inform the City Commission about the two artists selected by the Arts Commission to produce art for the new Downtown Public Restroom.

EXECUTIVE SUMMARY:

The Oregon City Arts Commission received seven submissions for the side panels and four submissions for the illustrated map. Five of the seven artists are based in Oregon City, one of the artists is based elsewhere in Oregon, and one proposal was received from an out of-state artist. The Arts Commission selected Lucas Nickerson, an Oregon City-based artist, to design the side panels and Desarae Guyton, an Oregon resident, to design the Illustrated Map. The artists submitted preliminary designs which will be finalized with input from the Arts Commission.

BACKGROUND:

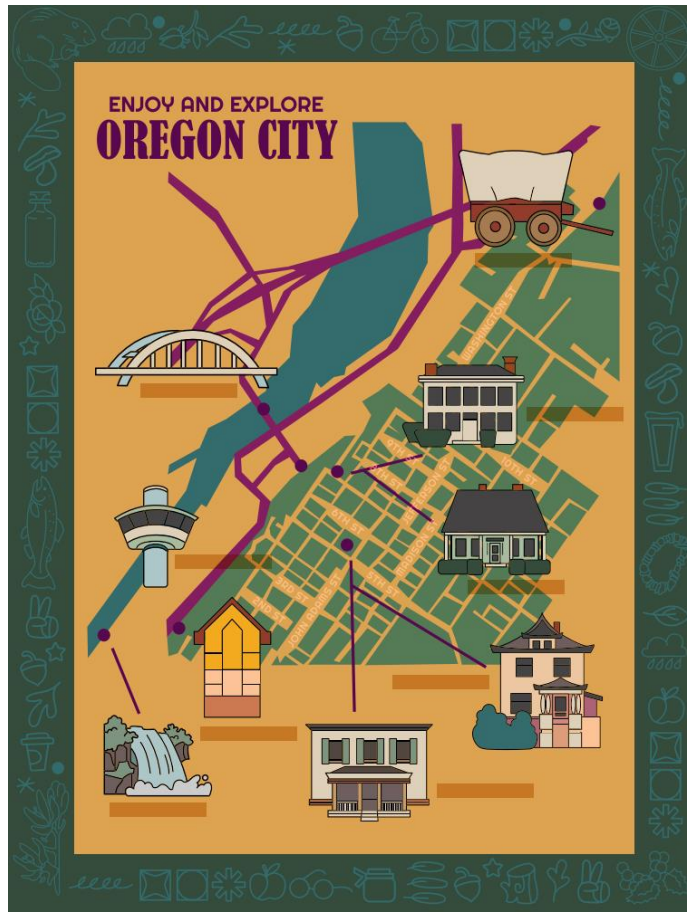
The Oregon City Arts Commission issued a “Call for Artists” to design art related to the new Downtown Restroom on June 28th and received submissions through August 13th. The new restroom unit will be located near the downtown entrance to the Municipal Elevator. The Call for Artists includes two projects: artwork design for three exterior panels on the outside of the bathroom unit, and an illustrated map for the exterior of the front door to the unit. For the side panel project, the Call for Artists asked artists to develop a design that referenced the natural beauty surrounding Oregon City including the Willamette Falls.

The artist selected to design the side panels will receive \$3,000 while the artist selected to design the illustrated map will receive \$2,000. The Arts Commission received seven submissions for the side panels and four submissions for the illustrated map. The Arts

Commission selected Lucas Nickerson's preliminary design, which is shown below. Mr. Nickerson is an Oregon City-based artist, whose work includes the mural painted on the front door of the Friends of the Oregon City Library Bookstore. The final design will be displayed on three panels. Please note that the beaver is carving a min-Municipal Elevator.



The Arts Commission selected Desarae Guyton, an Oregon artist, to produce the illustrated map. The map will be displayed on the restroom door (as shown below).



The images in this staff report are preliminary designs and the final artwork may vary slightly.

The Public Works Department is funding the artwork design. The Public Works Department estimates that the bathroom unit will be fully installed during the month of September. The artwork will follow between 3 and 4 weeks later.

The Oregon City Municipal Code, Chapter 2.26 – Arts Commission, Section 070.B states that any disbursement of funds may occur only with the concurrence of the city manager. Should the Arts Commission and city manager disagree regarding the dispensation of funds, the dispute shall be submitted to the City Commission for final resolution. In this case, the city manager concurred with the Arts Commission and the two contracts and expenditures have been approved.

OPTIONS:

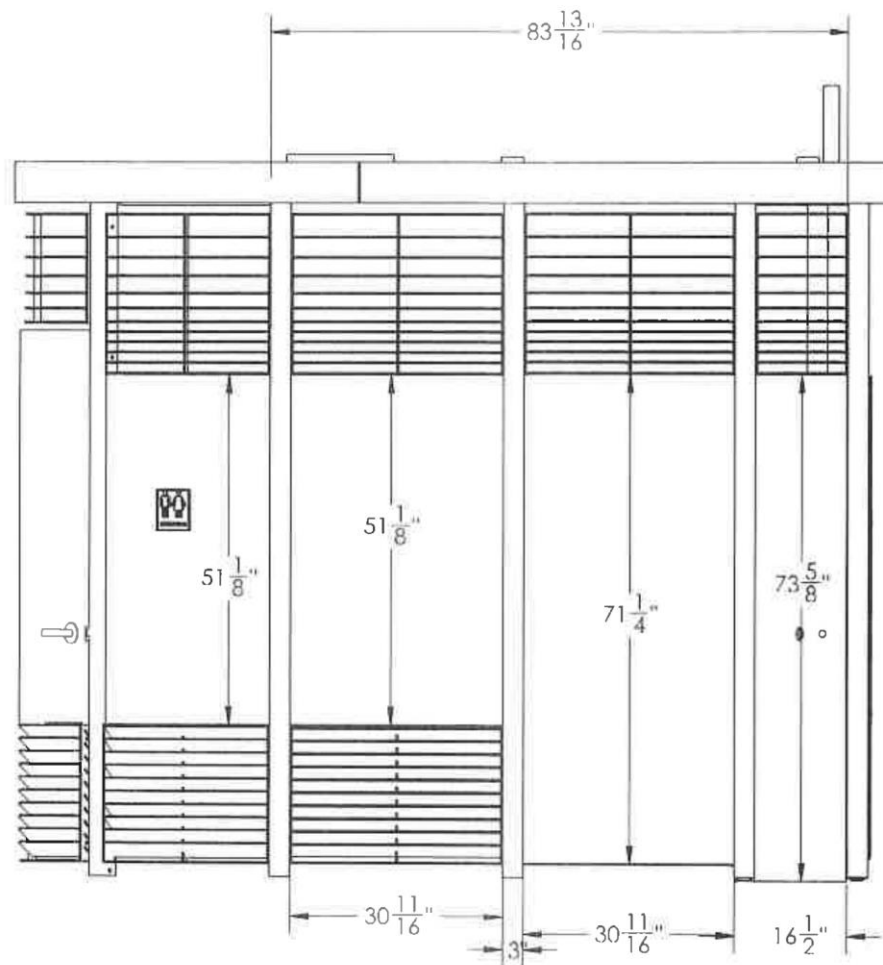
1. Update provided for information purposes

BUDGET IMPACT:

Amount	\$ 5,000
FY	FY 23
Funding Source	Public Works

Attachment A
SPECIFICATIONS FOR DISPLAYS ON OREGON CITY PUBLIC RESTROOM

1. Format: Submissions should be provided in a .JPG or .PDF file with a minimum resolution of 300ppi. The artist(s) may choose a finer resolution as desired. The design will be placed on a vinyl wrap by a 3rd party selected by Oregon City Public Works.
2. Display #1 – Side Panels (3 panels)
 - a. This will be seen from Railroad Avenue. Consider something that fits with the character of the area and is unique to Oregon City. Some suggestions include a forest/tree scene, a mirror image of the bluff overlooking the City, or something historic concerning the City or the railroad. Other ideas are welcome and encouraged. The style may be a series of photos or original artistic designs.
 - b. Side Panel Dimensions:

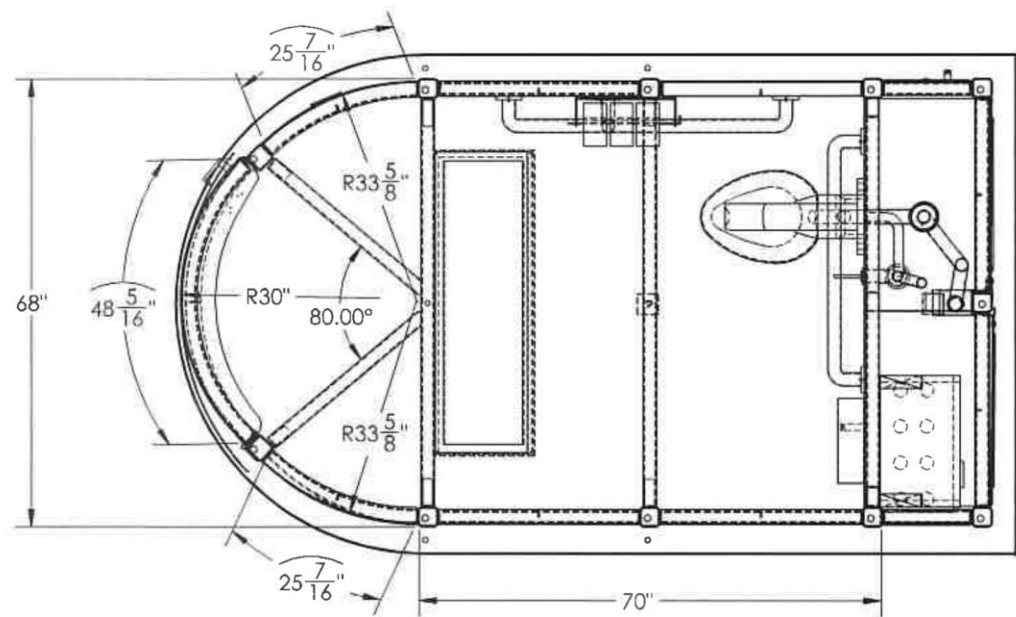
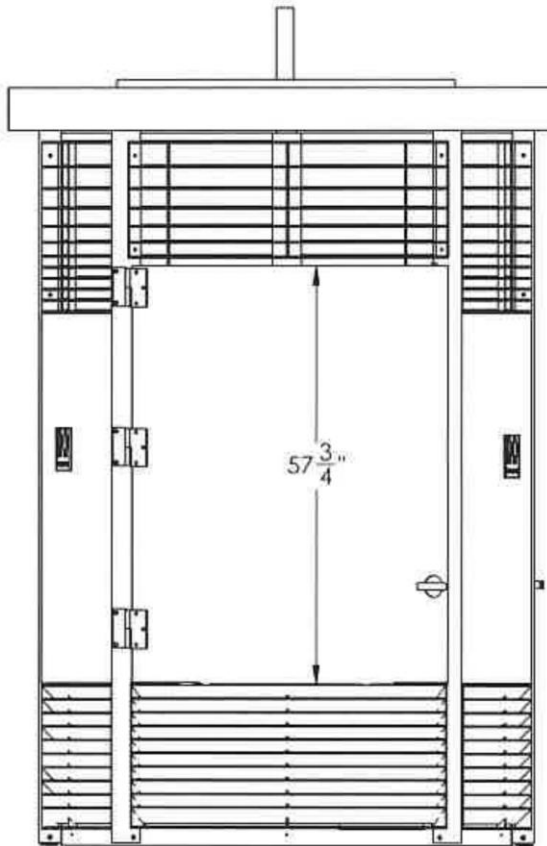


c. Example of Side Panel Art :



3. Display #2 – Front Door Illustrated Walking Map
 - a. An Illustrated Walking Map of Oregon City, featuring some of Oregon City’s historic landmarks, selected Art locations, and tourist destinations. Items from the City’s tourism page would likely be used : <https://traveloregoncity.com/explore/> . A final list of elements to include will be reviewed by a representative from the Arts Commission.
 - b. This display would potentially be used by Downtown Oregon City Association (DOCA) to print as brochures which would be available at the Oregon City Municipal Elevator, DOCA office, and other locations
 - c. Concepts could follow styles such as those designed by Jim Hunt or Kevin Middleton. These are examples only. Other ideas are welcome.
 - i. <https://fungraphix.com/toonmaps>
 - ii. <http://www.acartoonist.com/map.htm>

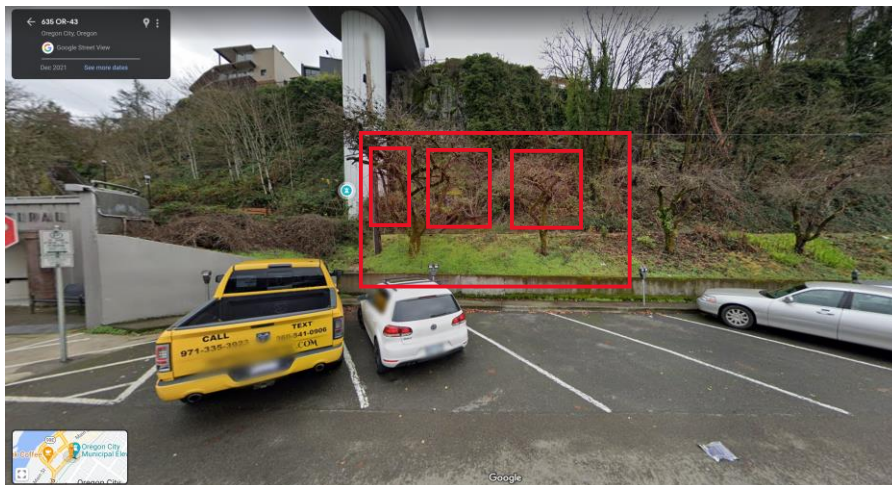
d. Size of Front Door:

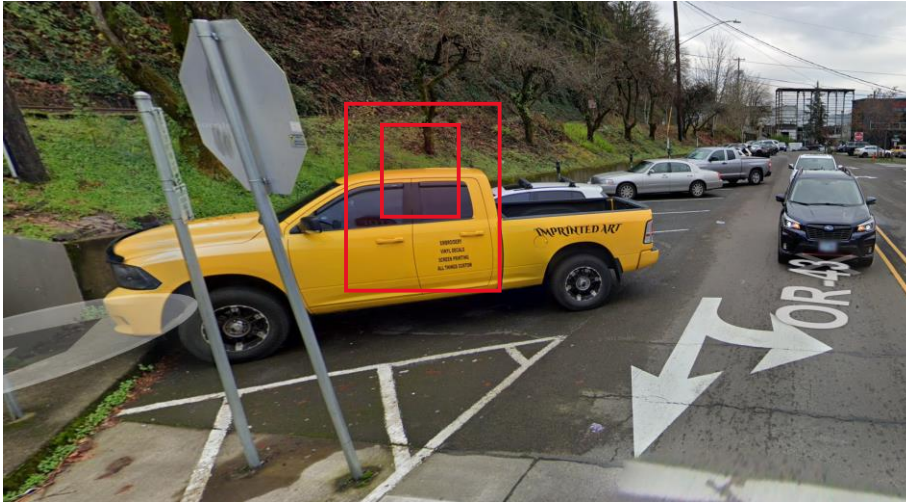


e. Example of Front Door Illustration:



4. View Corridor Perspectives





Oregon City Public Restroom





CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 09/06/2023
From: Aquilla Hurd-Ravich, Community Development Director
Carrie Richter, Deputy City Attorney

SUBJECT:

Legislative Review from the 2023 session and draft comments to the Housing Production Advisory Council

STAFF RECOMMENDATION:

Review the legislative summary and draft comments and provide staff with feedback or direction to submit the comments to the Housing Policy Advisory Committee.

EXECUTIVE SUMMARY:

The City Attorney's office has provided a summary of land use related changes resulting from the 2023 Oregon Legislative Session with an eye towards identifying areas where local City regulations or procedural amendments are required in response. A significant focus of the 2023 legislature was directed at efforts to increase the supply of housing. Those efforts can be viewed as an attempt at a holistic multi-pronged effort directed at all of the ways in which government can incentivize and remove barriers to the construction of additional housing. Of course, local land use regulation plays a role in this as it is often cited by developers as the reason for delay and increased cost, so land use regulation was a key element of these efforts.

BACKGROUND:

Executive Order 23-04, signed on January 10th 2023, establishes a statewide housing production goal and a Housing Production Advisory Council. The Oregon Housing Needs Analysis (OHNA) estimated a shortage of 140,000 homes across the state and estimated that overall housing demand would require the production of 443,566 homes across the state over the next twenty years. The Governor established the Housing Production Advisory Council (HPAC) to develop an action plan to meet new construction targets of 36,000 homes per year for the next ten years. The HPAC began meeting in March, shortly after the members were appointed, and developed a framework plan by April 2023. Their next task is to develop recommendations to the

Governor by December 31, 2023. The HPAC identified and established five work groups:

- Availability of Land
- Land Development Permit Application
- Codes and Design
- Workforce Shortages
- Financing

The work groups are making recommendations to the HPAC for adoption that will get forwarded on to the Governor and recommended for discussion at the 2024 legislative session. The full HPAC meets every two week for the next three months on Fridays from 1:30 to 4pm and they are open to the public. The work groups meet twice a month or every two weeks depending on the group. Previous meetings and the workgroup recommendations can be viewed on the [HPAC webpage](#).

We were asked by the Governor's Senior Housing Policy Advisor for any recommended actions the City would want considered during the 2024 legislative session. Staff supports the Financing workgroup recommendations for the State to help fund infrastructure. Staff has drafted comments aimed at supporting infrastructure financing. The remaining recommendations do not directly impact housing production in the same way as infrastructure financing and seem to only create more state codes and bureaucracy for staff from local communities to navigate.

The review of land use related legislation is attached for your review. As well as draft comments intended for the Housing Production Advisory Council.

OPTIONS:

1. Direct staff to submit the attached comments to the HPAC
2. Direct staff to make substantive changes and submit comments to the HPAC

MEMORANDUM

TO: Mayor McGriff and Oregon City Commissioners
FROM: Carrie Richter, Deputy City Attorney
DATE: August 29, 2023
RE: Review of 2023 Land Use-Related Executive Orders & Legislation

This office has been asked to provide a summary of the land use related changes resulting from the 2023 Oregon Legislative Session with an eye towards identifying areas where local City regulations or procedural amendments are required in response. One of the most significant events at the 2023 legislature was the walk-out of republican legislators. The walkout resulted in many topic-related bills were merged together into omnibus bills - a single bill that may include separate and diverse requirements intended to work together to address a broad concern. As such, this memorandum is focused primarily on the land use planning related elements of those bills, although there may be broader impacts for the City such as for public works or public safety. Similarly, although this memo identifies a number of grant opportunities, it should not be construed to include a comprehensive list of state money that might be available for activities that have a tangential impact on land use regulation within Oregon City. For example, HB 5030/Lottery Bond funds designated \$10 million to the Main Street Revitalization Grant program which could be accessed by Oregon City or others interested in additional Main Street-focused projects but it is not listed here as it is not directly related to work of the Planning Department.

This memorandum is organized based on a subjective evaluation of the immediacy of the impact and the affirmative response deadlines that it may place on Oregon City. However, this ordering should not be construed to suggest any judgment on the overall significance or impact.

Housing

A significant focus of the 2023 legislature was directed at efforts to increase the supply of housing. Those efforts can be viewed as an attempt at a holistic multi-pronged effort directed at all of the ways in which government can incentivize and remove barriers to the construction of additional housing. Of course, local land use regulation plays a role in this as it is often cited by developers as the reason for delay and increased cost, so land use regulation was a key element of these efforts.

Housing Production Advisory Council Recommendations

Executive Order 23-04, signed by Governor Kotek on her first day in office, set a housing production goal of 36,000 homes per year over the next ten years. This represents an 80% increase over current trends. To accomplish this goal the order established the Housing Production Advisory Council (HPAC), a council of experts (largely representing development interests) charged with developing an action plan to meet the new construction targets. When the HPAC refers to “housing production” they are talking about housing at all levels and not just affordable housing or shelters for the houseless.

Identifying the levels of affordability needed in every community will be accomplished as set out in HB 2001 (2023), as discussed further below. By December 2023, the HPAC is to issue written findings and a recommendation for how to reach the Governor's overall housing goal, which presumably may become the subject of legislation to be passed in the 2024 Legislative Session.

At this point, City staff has received a request from a housing staff member in the Governor's office for comment on the latest HPAC work group recommendations. Attached to this memorandum are the draft comments staff has put together in response that will be forwarded to HPAC on or before Sept 7.

Related Issue - By-Right Adjustment and other Enforcement Mechanisms

One of the bills that failed during the 2023 Session (in a very dramatic fashion on the last day of the session), was HB 3414; however, the Governor has indicated she intends to bring the bill back in 2024. This bill has two separate and distinct parts. The first part would require a local government to allow a developer of housing to waive and not comply with certain development and design requirements - solely at a developer's request. The types of regulations that were eligible for this treatment varied as the session wore on but the Governor's office consistently advocated for a bill that allowed by-right waivers for all development standards (setback, parking, landscaping) and design standards (building orientation, height, materials, transparency) without much limitation, although there was a late concession to allow riparian and urban forestry protection standards to remain. Late in the session, this bill was amended making it permissive for local governments to engage in a one-time limited expansion of the urban growth boundary without going through the rigorous need-based process. The second part of the bill creates the framework of an enforcement structure for local governments who fail to produce housing in the required numbers. Again, this is all mentioned here because (1) this bill will be back in 2024 and (2) many believe that the HB 3414 authorizations will be rolled into the HPAC recommendations. Therefore, HB 3414 elements were considered when drafting the City's comments.

Housing Need and Production Obligations

HB 2001 (2023) (this is distinct from the 2021 HB 2001 that related to middle housing) did pass this session and it creates the framework for inventory, need, tracking and enforcement for the production of housing at a variety of income levels (most often referenced as the Oregon Housing Needs Analysis (OHNA)). By March, 2024, DLCD will issue a housing production target schedule identifying the proportion of the allocated housing need each city is required to produce. No later than January 1, 2025, and annually thereafter, the Department of Administrative Services will issue a statewide housing analysis projecting housing production targets on a regional basis. The Portland area targets will be supplied to Metro. The Housing and Community Services Department will publish a production dashboard to track local government progress. Thereafter, Metro will allocate a housing need evaluation for each Metro city. Within six years thereafter, Oregon City will have to compile an inventory of buildable lands likely to produce housing based on identified factors. If that inventory is insufficient to satisfy the Metro-allocated need, the City must revise its zoning and regulations to satisfy any shortfall. The difference between this framework and the present system is that, under the newly enacted HB 2001, cities have to go beyond simply zoning lands available for housing - cities are on the hook to ensure that the housing is actually built. Presumably this would be done through a variety of tools,

including regulatory incentives, inclusionary zoning, and/or grant funding. Failure to satisfy the production obligations could lead to state intervention to mandate zoning code classifications or other regulatory changes, presumably through the enforcement structure set forth in HB 3414.

Incentives for Special Categories of Housing

Reuse of Commercial Buildings for Housing – HB 2984 requires local governments to allow the conversion of a building or portion of a building from commercial use to housing without any otherwise required zone change or a conditional use permit. There are exceptions where public services are inadequate, on slopes over 25%, within a floodplains, and on industrial-zoned lands. The City already allows residential in all of its commercial zoned except for MUE, which is an industrial zone. As such, no change to the City’s land use regulations is necessary. However, as of Jan. 1, 2024, the city cannot impose any additional off-street parking requirements for these residential conversions and *constrains the collection of system development charges to those specifically adopted to address residential conversions on or before December 31, 2023* or otherwise limited to water and wastewater-limited charged that were not otherwise collected at the time of commercial building construction. Therefore, as part of the effort to revisit the SDC structure for historic resources as directed by the City Commission at its meeting on August 23, the City will include a specific recommendation for commercial-to-residential conversions as well.

Affordable or Mid-Income Housing Allowed Outright in Commercial Zones – HB 3395, the omnibus housing package bill, includes a number of housing related provisions. Section 2 mandates that local governments permit housing in commercial zones so long as it is subject to an affordable housing covenant making it available to households earning less than 60 percent of area median income. Mixed use development including housing is permitted outright in commercial zones where available to households with income less than or equal to 120 percent and greater than 80 percent of the area median income. As noted above, housing is already allowed outright in commercial zones in Oregon City so this section of HB 3395 will have no impact.

Extension of Emergency Shelter Siting Obligations – HB 3395, Section 7, extends the emergency shelter siting authorization established in 2021 HB 2006. Instead of sunseting on a date certain, local governments must approve shelter requests upon a finding of compliance with only state law-identified criteria until such time as the total sheltered and unsheltered homeless population within the state is less than 0.18 percent.¹ A new amendment provides that these shelter siting decisions can be made with or without holding a public hearing and now provides for the recovery of attorney fees by a shelter applicant (as well as recovery of attorney fees by the local government when it approves the request and prevails in a court challenge).

Single Room Occupancies Permitted – HB 3395, Section 17, requires that local governments allow for “single room occupancies” – four or more bedroom structure rented to unrelated people with shared bathroom and kitchen amenities. “Single room occupancies” of up to six units must be allowed in all

¹ The existing siting authority would have expired on July 1, 2023.

zones that allow for detached single family residential uses and for a greater number of units that matches the otherwise proscribed minimum density in the zone.

Manufactured Dwelling Parks as Allowed Use in Commercial Zones – HB 3151 expands the existing mandate of allowing affordable housing units without a zone change or conditional use permit, to include manufactured dwelling parks that are owned by a non-profit cooperative in commercial zones or on lands that “allow for religious uses.” In Oregon City, religious uses are conditionally allowed in residential zones but “allowed” outright only in commercial zones.² The plain language suggests that a manufactured home park could not be permitted on land occupied by a religious use that is either non-conforming or was conditionally approved. Utility service adequacy, natural hazard development constraints or other statewide land use mandated protections continue to apply. This bill takes effect January 1, 2024.

Property Tax Exemption for Owner-Occupied Middle Housing – Although only tangentially related to land use, SB 919 authorizes cities or counties to adopt a five-year property tax exemption for a newly constructed accessory dwelling unit or the conversion of an existing single family structure to a duplex, triplex or fourplex, where the structure is owner occupied and none of the units are used as short term rentals. This is a permissive authorization at the election of a city or county.

Required Assurance for Subdivision Improvements - In addition to a bond, irrevocable letter of credit or other assurance for the completion of public improvements required as part of a subdivision, HB 3395, Section 15 requires local governments to accept one or more award letters from public funding sources for affordable housing projects subject to restricted income covenants, provided the awards total an amount greater than the project cost. This bill takes effect on January 1, 2024.

Limitation on Period for Adopting Findings for Housing under 120-Day Rule – Under current law, when a city makes a land use permit decision, the time to adopt written findings after making a tentative decision was entirely exempt from the 120-day rule limitation (or 100 days in the case of affordable housing). HB 3395, Section 4 changes this so that a city has only 7 days after the tentative decision to adopt written findings outside of the decision time limits when it is considering an application for housing. This bill takes effect on January 1, 2024.

Climate Change

Assistance with CFEC Compliance – Section 148 of SB 5506, an omnibus climate change bill, appropriates an additional \$2,690,922, to provide assistance to local governments to comply with Climate Friendly and Equitable Community obligations.

Community Green Infrastructure Grant Program – HB 3409 is a wide-ranging climate focused bill. The bill calls for the Department of Energy to engage in rulemaking establishing energy efficiency standards

² Religious uses are listed as a conditional use in the MUE, MUC and NC zones. However, the City has an obligation under federal law to treat religious uses on equal terms as non-religious uses. Since religious uses typically have the same impacts, they would need to be treated the same as commercial uses. These provisions should be changed during the next code amendment update effort.

for commercial buildings, including government owned buildings. The first deadline for achieving these standards is 2028. Section 28 of this bill calls on the State Department of Forestry to create an urban tree canopy assessment tool and Section 24 requires that DLCD implement grant program for local governments that adopt plans to expand their urban tree canopy through a long-term arrangement with an Oregon nursery to supply trees. Section 86 requires that the Oregon Health Authority implement a grant program for the creation and operation of resilience hubs and networks to offer natural disaster assistance. Most of the grant funding opportunities become effective after Jan. 1, 2024.



MEMORANDUM

To: Mayor and City Commissioners
From : Aquilla Hurd-Ravich, Community Development Director
Carrie Richter, Deputy City Attorney
Re : DRAFT Comments to the Housing Production Advisory Council
Date : August 29, 2023

The following comments were prepared by staff for the Mayor and Commissioner's review. Final comments will be formatted into a letter and sent to the HPAC via the Governor's Senior Housing Policy Advisor.

Need for Infrastructure Funding to Achieve House Goals.

The City of Oregon is located at the southeast corner of the Metro Urban Growth Boundary. Over 1000 acres of land abutting the existing Oregon City boundary to the south and east was added to the UGB in 2002 and a smaller area was added in 2004. All of these lands were concept planned for urban development through the adoption of the:

- Park Place Concept Plan covering 500 acres for residential and small nodes of neighborhood-scaled commercial development, adopted in 2008.
- Thimble Creek (originally Beaver Creek Road) Concept Plan covering 453 acres, provides for a complete community including residential, industrial and neighborhood-scaled commercial, adopted in 2008.
- South End Concept Plan includes approximately 510 acres planned for residential development, adopted in 2014.

The City long ago updated its infrastructure master plans to include facilities and services required for the urbanization of certain concept plan areas. However, there has been a slow progress in development. The Park Place and Thimble Creek areas have not seen any significant development yet, and construction in South End has been slow and fragmented. The main reason for the delay is the high expenses involved in providing the necessary infrastructure for these facilities and services.

Geographic and transportation constraints affect the ability to build housing

Oregon City's terrain, including the UGB expansion areas, has many hills. This means that providing services in these areas requires extra engineering work to ensure that roads and



pump stations are stable on slopes or creative arrangements for rural service districts can be made to accommodate the orderly transition of services for urban development. The steep terrain can make it difficult for pedestrians and bicyclists to get around, and spotty service by Tri-Met can be a challenge for alternative transportation.

One of the major obstacles faced by the concept plan areas is the need to use or cross ODOT-maintained state highways like Highway 213 or 99E to reach existing commercial nodes within the City. Unfortunately, the majority of traffic on these highways is pass-through traffic from Mulino, Molalla, or rural parts of Clackamas County. As a result, these highways are consuming most of the peak hour capacity and causing failing intersections. This poses a significant challenge for new development in these areas, as they too will rely on these highways for access. However, Oregon City can only make capacity-increasing improvements that are proportionate to the impacts of development, which are usually less than 1-2% of the whole.

The City has tried alternative mobility measures at a few intersections, but this has led to congestion exceeding state standards and ultimately compromising safety and emergency access. To address these concerns, the Park Place Concept Plan recommends that new developments be served by two different access points. This will allow for better distribution of traffic to other city arterials and provide secondary access in case of an emergency. However, there has been no development proposed that would extend the full length of the planned dual access points. Hence, it is crucial for the City and developers to collaborate and build this critical infrastructure before development can occur.

Reduce federal funding affects smaller and older suburban cities like Oregon City

In the last decade, the federal government has reduced its investment in water, sanitary sewer, and stormwater infrastructure, leading to increased costs for local communities. Oregon City's existing piped infrastructure is old and requires more frequent inspection and maintenance than newer cities. If new development does not contribute to the necessary infrastructure, the City will have to rely on system development charges, which can increase housing costs. Local developers have reported that system development charges in Oregon City can represent up to 25% of construction costs, which is in line with neighboring jurisdictions. To address this challenge, local governments could receive



grants and forgivable loans, similar to the Oregon Infrastructure Fund, to fund critical infrastructure.

It is important to prioritize infrastructure investment toward housing that the market may not develop on its own, such as housing for veterans, low-income households, and those in need of social services. If infrastructure is subsidized to provide market-rate housing, developers should not be allowed to profit from these efforts. It is necessary to establish a reasonable market cap on the homes serviced by publicly funded infrastructure to prevent developers from profiting from government-funded savings that are eventually paid back by taxpayers through loans or bonds.

Allow for a Customized Program to Acknowledge Local Needs

Local governments are responsible for planning housing at all levels under Goal 10. However, it's important to note that not all housing is the same and the cities must accommodate it accordingly. Oregon City, a bedroom community of the Portland Metro area, has primarily single-family houses in its residential housing supply. This presents an excellent opportunity for middle housing. However, transportation constraints make it challenging to provide multi-family housing. To overcome this challenge, the city needs to encourage multi-family development in areas where commercial support already exists. Statewide zoning mandates that are one-size-fits-all, such as eliminating off-street parking requirements, are not helpful in achieving this goal.

Oregon City, as the Clackamas County seat, has a greater need for affordable housing and services for the homeless than other cities on the Metro-edge. If the HPAC wants to effectively support communities in meeting the needs of low-income residents, it must distribute relief in a way that recognizes the higher demand in Oregon City.

Preservation of naturally occurring affordable housing is linked to the city's identity

Oregon City, being the first city in Oregon, is home to a large number of historic resources, including its Main Street and residential historic districts. These districts protect a variety of vernacular houses built between 1844 and 1930 and are a significant source of tourism and economic growth for the city. Therefore, any housing production plans for the area



must consider the inherent limitations and opportunities that come with preserving these historic resources. Mandated incentives, including financial and regulatory measures, should not be used as a way to encourage the demolition of these structures. Doing so would not only remove naturally occurring affordable housing but also have a negative impact on the environment.

Additional Recommendations from the working groups

The working groups have put forward several recommendations that will affect how local communities can review and respond to development applications. However, some of these recommendations seem to suggest state-mandated codes for local jurisdictions, which could increase bureaucracy for local staff instead of promoting more housing production. The recommendations include updating the appeals process, modifying the public hearing process, allowing adjustments of up to 20%, creating wetland mitigation banks, and regulating the removal of trees for development purposes.

In Oregon City, we believe that the state should fund infrastructure in new urbanizing areas and infill development to incentivize housing production. Recommendations from the HPAC and working groups that create more regulations may not directly benefit housing production like state-supported infrastructure financing.



CITY OF OREGON CITY

Staff Report

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

To: Parks and Recreation Advisory Committee **Agenda Date:** 09/06/2023
From: Parks and Recreation Director, Kendall Reid

SUBJECT:

Second Reading of Ordinance No. 23-1008, Amending OCMC 2.58.050 to Allow the Parks and Recreation Advisory Committee Bylaws to Determine the Number of Required Meetings

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the second reading of proposed Ordinance No. 23-1008, Amending Oregon City Municipal Code section 2.58.050 to allow the Parks and Recreation Advisory Committee Bylaws to determine the number of required meetings.

EXECUTIVE SUMMARY:

Ordinance 22-1102 is being revised to reflect a reduced number of required meetings. This will allow for the Parks and Recreation Advisory Committee (PRAC) Bylaws to be updated to meet the current needs of PRAC and improve the longevity and continuity of the Committee. The City Commission unanimously approved the first reading of proposed Ordinance No. 23-1008 at the August 2, 2023 City Commission meeting.

BACKGROUND:

Each year the Parks and Recreation Advisory Committee looks at their Bylaws and goals to determine if changes need to be made or new items should be added. At the May 25th, 2023, meeting, the Committee recommended that there be two changes made to the PRAC Bylaws. We must first act to revise Ordinance no. 22-1002. These changes are made to accommodate schedules, City activities, and hold efficient, productive meetings. The vote was 8-0 in favor of the suggested changes.

The following Ordinance changes are proposed:

Reduced requirement for number of meetings per year.

Due to other Parks and Recreation events, City meetings, and schedules, we have found that a minimum of 6 PRAC meetings annually makes the most sense for our mission. The committee Chair, Vice Chair, or Parks and Recreation Director may call additional meetings as necessary, with consensus from the rest of the committee members. We will forecast each month and decide if the department projects and activity warrant a meeting for the following month so that we can best provide as much advance notice as possible to committee members and staff.

OPTIONS:

1. Approve proposal to amend OCMC 2.58.050
2. Instruct staff to return with modifications
3. Do not approve and provide staff direction.

ORDINANCE NO. 23-1008

AN ORDINANCE OF THE CITY OF OREGON CITY AMENDING OCMC 2.58.050 TO REDUCE THE NUMBER OF REQUIRED PRAC MEETINGS

WHEREAS, the Parks and Recreation Advisory Committee serves as an advisory body providing advice to the City Commission; and

WHEREAS, the City Commission adopted Ordinance no. 22-1002 that set a minimum requirement of nine PRAC meetings per year; and

WHEREAS, the Parks and Recreation Advisory Committee reviewed proposed changes to its bylaws at the May 25, 2023 and June 22, 2023 PRAC meetings; and

WHEREAS, PRAC requests the City Commission approve a reduced requirement for the number of meetings per year.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The City Commission approves and adopts the amendments to the City Code for the Parks and Recreation Advisory Committee attached as Exhibit A.

Read for the first time at a regular meeting of the City Commission held on the 2nd day of August, and the City Commission finally enacted the foregoing ordinance this 6th day of September, 2023.

DENYSE C. MCGRUFF
Mayor

Attested to this 6th day of September 2023,

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

Ordinance 23-1008 Exhibit A

Chapter 2.58 – Parks and Recreation Advisory Committee

2.58.010 – Established

The existing Parks and Recreation Advisory Committee is confirmed and officially recognized by the City Commission.

2.58.020 – Purpose

The Parks and Recreation Advisory Committee exists to aid the City of Oregon City in providing ample and diverse recreational opportunities for City residents, in part by advising the City Commission, through the Parks and Recreation Director, on the implementation of the Park and Recreation Master Plan. The City Commission may provide a list of objectives and responsibilities for the committee and may include those in its approved bylaws. The City Commission may also refer certain items for review by the Parks and Recreation Advisory Committee.

2.58.030 – Organization

The Parks and Recreation Advisory Committee shall consist of nine (9) members who serve staggered 3-year terms from January 1st or the date of appointment, whichever is later, until December 31st of the third year. The terms will be structured so that no more than three members' terms expire during any one-year. In addition, one (1) non-voting youth resident may be appointed as an additional member of the committee for a single year. Additional requirements may be assigned to specific positions by the City Commission through the approved bylaws. During its first meeting each year, the Parks and Recreation Advisory committee shall select a chair and vice chair to serve for that year. The chair shall lead any public meetings. The vice chair shall assume the role of chair in the absence of the chair.

2.58.040 – Appointment and Removal

Members shall be appointed by the mayor. Members shall represent a broad range of interests and experience necessary to achieve the goals and objectives of the Committee. No more than two (2) members shall reside within the same City recognized Neighborhood Association and no more than two (2) members shall reside outside the city limits. The City Commission may remove one of the committee's members with justification, including reasons of excessive absence at meetings, ethical violations, abuse of their position, a violation of City policy or code, or a violation of law. A new member may be appointed to complete the remainder of a vacant position.

2.58.040 – Powers and Duties

The Parks and Recreation Advisory Committee is tasked with providing recommendations and advice to the City Commission, the City Manager, and the City's staff. The Parks and Recreation

Advisory Committee serves in an advisory capacity and does not have independent legislative or administrative authority.

2.58.050 – Meetings

The Parks and Recreation Advisory Committee shall meet ~~at a minimum of nine (9) meetings annually~~ at a time and place selected by the committee, and in adherence with committee bylaws approved by the City Commission. The Parks and Recreation Advisory Committee shall abide by all applicable public meeting laws and policies in effect at the time of the meeting.

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2.58.060 – Bylaws

From time to time, the Parks and Recreation may draft bylaws for its own use and submit those bylaws for final approval by the City Commission.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 09/06/2023

SUBJECT:

Community Engagement Specialist position

EXECUTIVE SUMMARY:

In March of 2023, the City hired a 0.5 FTE Community Engagement Specialist. This position was created in response to Goal Number 3 as adopted by the City Commission in FY 2021-2023, and reconfirmed for FY 2023-2025. Responsibilities of this position included serving as the liaison to the Citizen Involvement Committee and Youth Advisory Commission. In the nearly five months the position was filled, it was quickly evident that half time did not provide enough hours to allow a person to accomplish all that was intended for this job. Now that the position is vacant again, staff is requesting changing the position to a full FTE.

BACKGROUND:

During the 2021-2023 Goal Setting Retreat, the City Commission approved 8 goals. Number 3 was to "Improve the City's Engagement Efforts to Reach the Broader Oregon City Community and Inform the Policy Process." This goal was reaffirmed during the most recent Goal Setting Retreat in March of 2023. One strategy for achieving this goal was to create the Community Engagement Specialist position.

The position was intended to serve as the City's liaison between both the Citizen Involvement Committee as well as the newly created Youth Advisory Commission. Additionally, this position was to be tasked with identifying new opportunities to increase residents' knowledge of and interaction with the City government and to increase volunteerism within the community.

As the work of the position progressed, the 20-hour cap per week was a frequent inhibition for meeting the goals of the position. For example, the week of July 31, after events and meetings on Monday and Tuesday, there were only four hours left out of the 20 for the position.

In order for this position to facilitate the committee meetings, interact with the members outside of the meeting times, and attend events aimed at meeting Goal 3, increasing the

position to an FTE is necessary. It is staff's recommendation that this position be turned into a full FTE position.

The additional cost associated with the increase of 0.5 FTE has been reviewed by the Finance Department and the City Manager and there are several personal vacancies and rate savings that will offset the positions financial impact over the remainder of the existing two-year budget.

BUDGET IMPACT:

Amount: Cost of FTE increase will be offset by confirmed savings in the cost of other budgeted positions within the City Manager budget.

FY(s): 2023/2024 – 2024/2025

Funding Source(s): General Fund