



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING - REVISED AGENDA

**Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, August 16, 2023 at 7:00 PM**

REGULAR MEETING OF THE CITY COMMISSION

Ways to participate in this public meeting:

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

- 1. CONVENE MEETING AND ROLL CALL**
- 2. FLAG SALUTE**
- 3. CEREMONIES AND PROCLAMATIONS**

[3a.](#) Oath of Office for Oregon City Chief of Police Shaun Davis

- 4. CITIZEN COMMENTS**

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

- 5. PRESENTATIONS**

[5a.](#) Oregon City Heritage Coordinating Committee - Parade Thank You

- 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.](#) OLCC: Liquor License Application – Full On-Premises, Commercial, New Hings Restaurant, 527 Main Street, Oregon City

[7b.](#) Personal Services Agreement with Precision Locating for Utility Locate Services Throughout Oregon City (PS 23-013)

[7c.](#) College Resource Officer (CRO) Intergovernmental Agreement (IGA)

[7d.](#) School Resource Officer (SRO) Intergovernmental Agreement (IGA)

[7e.](#) Personal Services Agreement (PSA) with Willamette Falls Media Center for Cable Broadcast and Streaming Services

[7f.](#) Minutes of the April 19, 2023 City Commission Meeting

[7g.](#) Minutes of the May 9, 2023 City Commission Work Session

8. PUBLIC HEARINGS

[8a.](#) SDC Appeal – 624 Main Street – Building Permit # BCOMM 23-00032

9. GENERAL BUSINESS

[9a.](#) Mt. View Cemetery Restroom Project Update

[9b.](#) Joint Values on the Proposed Regional Congestion Pricing and Toll Projects within the Portland Metro Region

10. COMMUNICATIONS

City Manager

[a.](#) Assistant City Manager - Job Description and Recruitment Process Update

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.

OATH OF OFFICE

Sworn Police Chief
Oregon City Police Department

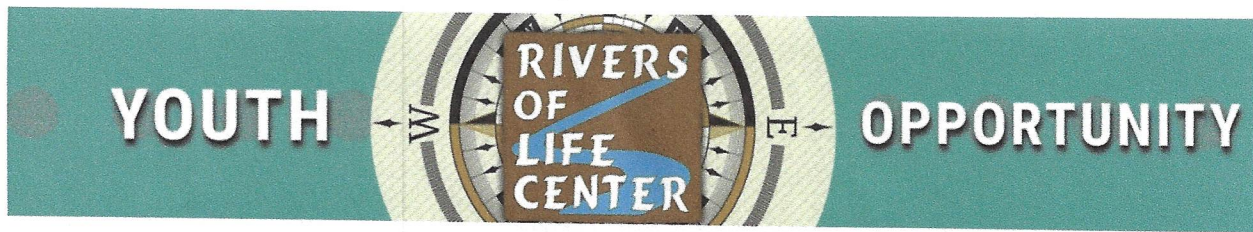
*I, **Shaun Davis**, do solemnly swear that I will uphold the law, and support the Constitution of the United States and the State of Oregon. I will abide by the Law Enforcement Code of Ethics, and the department's rules and regulations, while faithfully performing my duties as the Chief of Police for Oregon City, Oregon.*

GIVEN THIS 16TH DAY OF AUGUST 2023

Denyse C. McGriff, Mayor

SUBSCRIBED AND SWORN to before me this 16th day of August 2023.

Notary Public
State of Oregon
My commission expires: _____



To: City Commissioners of Oregon City

8/10/2023

Dear Commissioners:

Rivers of Life center has participated when we can with the Oregon City Heritage Area Coordinating Committee for the past several years. WE did provide youth several years ago to assist in carrying banners and other elements for the Portland Rose Festival Parade that featured Oregon City assets. We also conducted a number of walking tours in various parts of Oregon City (and also West Linn) that would share cultural, natural and native people's history with trained youth from our organization. We shared the donations that we received with the OCHACC to help them with their funding needs.

This group asked for your assistance to help in representing Oregon City properly to the larger region via this year's Rose City Parade. You responded and that was important for their success and effort. We want to thank you for supporting our efforts as we are able to also.

The bigger picture we'd like to have you consider is the various efforts that groups and your city have brought forward to support tourism have over a 20-year history. We were part of the original "tourism team" that really mobilized people and us to get things done on behalf of your city. We felt our role was to celebrate and convey the natural history of this area that so often gets overlooked.

Whatever the case, we think the OCHACC has worked hard with diverse groups seeking to involve all and most importantly including everyone in the process. We hope Oregon City can continue these collaborative efforts that are the backbone to nearly every successful tourism program in Oregon.

Jerry Herrmann, in behalf of our Youth In Tourism Program.



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: 08/16/2023

SUBJECT:

OLCC: Liquor License Application – Full On-Premises, Commercial, New Hings Restaurant, 527 Main Street, Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the OLCC Application for New Hings Restaurant, 527 Main Street, Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Full On-Premises license for New Hings Restaurant.

BACKGROUND:

The Oregon City Police Department ran background checks on Xiaoyun Chen, Shu Li, Evan Chan, and Jing Xie, and they are eligible to hold a liquor license. This application is for a change of ownership. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:

1. Approve the OLCC Application for New Hings Restaurant – Oregon City
2. Deny the OLCC Application for New Hings Restaurant – Oregon City

BUDGET IMPACT:

Amount:

FY(s):

Funding Source(s):

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

☐ New Outlet | ☒ Change of Ownership | ☐ Greater Privilege | ☐ Additional Privilege

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- ☒ Commercial
- ☐ Caterer
- ☐ Public Passenger Carrier
- ☐ Other Public Location
- ☐ For Profit Private Club
- ☐ Nonprofit Private Club

Winery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th

Brewery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Brewery-Public House

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Grower Sales Privilege

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Distillery

- ☐ Primary location
- Additional tasting locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th ☐ 6th

☐ Limited On-Premises

☐ Off Premises

☐ Warehouse

☐ Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT:

After providing your recommendation, return this application to the applicant WITH the recommendation marked below

City/County name:

(Please specify city or county)

Date application received:

Optional: Date Stamp Received Below

- ☐ Recommend this license be granted
- ☐ Recommend this license be denied

Printed Name

Date

NEW HINGS RESTAURANT

Trade Name

LIQUOR LICENSE APPLICATION

Page 2 of 4

APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1:

FENG YUAN LLC

Name of entity or individual applicant #2:

Name of entity or individual applicant #3:

Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):

NEW HINGS RESTAURANT

Premises street address (The physical location of the business and where the liquor license will be posted):

527 MAIN ST

City:

OREGON CITY

Zip Code:

97045

County:

CLACKAMAS

Business phone number:

503-655-6688

Business email:

YSC8857@ICLOUD.COM

Business mailing address (where we will send any items by mail as described in [OAR 845-004-0065\[1\]](#)):

527 MAIN ST

City:

OREGON CITY

State:

OR

Zip Code:

97045

Does the business address currently have an OLCC liquor license? ☒ Yes ☐ NoDoes the business address currently have an OLCC marijuana license? ☐ Yes ☐ No

AUTHORIZED REPRESENTATIVE – A liquor applicant or licensee may give a representative authorization to make changes to the license or application on behalf of the licensee or to receive information about a license or application.

I give permission for the below named representative to:

- ☒ Make changes regarding this license/application on my behalf.
☒ Sign application forms regarding this license/application on my behalf.
☒ Receive information about the status of this application, including information about pending compliance action or communications between OLCC and the licensee/applicant.

Representative Name:

ANDY ZHAO

Phone number:

503-380-6310

Email:

INFO@HUMMINGBIRDCPA.COM

Mailing address:

8729 SE POWELL BLVD

City:

PORTLAND

State:

OR

Zip Code:

97266

LIQUOR LICENSE APPLICATION

Page 3 of 4

APPLICATION CONTACT INFORMATION – Provide the point of contact for this application. If this individual is not an applicant or licensee, the Authorized Representative section must be filled in and the appropriate permission(s) must be selected.

Application Contact Name:

ANDY ZHAO

Phone number:

503-380-6310

Email:

INFO@HUMMINGBIRDCPA.COM

TERMS

- “Real property” means the real estate (land) and generally whatever is erected or affixed to the land (for example, the building) at the business address.
- “Common area” is a privately owned area where two or more parties (property tenants) have permission to use the area in common. Examples include the walking areas between stores at a shopping center, lobbies, hallways, patios, parking lots, etc. An area’s designation as a “common area” is typically identified in the lease or rental agreement.

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

- Each applicant listed in the “Application Information” section of this form has read and understands OAR 845-005-0311 and attests that:
 1. At least one applicant listed in the “Application Information” section of this form has the legal right to occupy and control the real property proposed to be licensed as shown by a property deed, lease, rental agreement, or similar document.
 2. No person not listed as an applicant in the “Application Information” section of this form has an ownership interest in the business proposed to be licensed, unless the person qualifies to have that ownership interest waived under OAR 845-005-0311.
 3. The licensed premises at the premises street address proposed to be licensed either:
 - a. Does not include any common areas; or
 - b. Does include one or more common areas; however, only the applicant(s) have the exclusive right to engage in alcohol sales and service in the area to be included as part of the licensed premises.
 - In this circumstance, the applicant(s) acknowledges responsibility for ensuring compliance with liquor laws within and in the immediate vicinity of the licensed premises, including in portions of the premises that are situated in “common areas” and that this requirement applies at all times, even when the business is closed.
 4. The licensed premises at the premises street address either:
 - a. Has no area on property controlled by a public entity (like a city, county, or state); or
 - b. Has one or more areas on property controlled by a public entity (like a city, county, or state) and the public entity has given at least one of the applicant(s) permission to exercise the privileges of the license in the area.

LIQUOR LICENSE APPLICATION**NEW HINGS RESTAURANT**

Page 4 of 4

- Each applicant listed in the "Application Information" section of this form has read and understands OAR 845-006-0362 and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

XIAOYUN CHEN*Xiaoyun Chen***07/18/2023**

Print name

Signature

Date

Atty. Bar Info (if applicable)

Print name

Signature

Date

Atty. Bar Info (if applicable)

Print name

Signature

Date

Atty. Bar Info (if applicable)

Print name

Signature

Date

Atty. Bar Info (if applicable)



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: 08/15/2023

SUBJECT:

Personal Services Agreement with Precision Locating for Utility Locate Services (PS 23-013) throughout Oregon City

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with Precision Locating in the amount of one hundred eighty-nine thousand and 00/100 dollars (\$189,000.00) for providing Utility Locate Services during a three (3) year term with the option to renew for up to two (2) additional one (1) year terms.

EXECUTIVE SUMMARY:

Under this agreement the Utility Locate Services Program will be a contracted service instead of being done in-house by Public Works Operations staff. This contracted service will free up staff currently assigned to perform the locate work for needed routine system operation and maintenance tasks.

BACKGROUND:

Historically, Oregon City Public Works staff have performed utility locate services for the City's underground utility assets. Oregon City averages 3,500 locates per year for Water, Sanitary Sewer, Storm Sewer, and Transportation Divisions. Since all the Divisions share locate duties, one FTE is always assigned to perform locates instead of providing maintenance services. The scope of services provided under this agreement includes provision of resources to respond in a timely manner to all regular and emergency calls for locates as well as review utility system records, maintain records of work, compliance with Oregon Locate laws, help with investigations of incidents of damage, provide timely communications with City and locate requestor.

The City's ever growing, and aging infrastructure has resulted in more maintenance activities for all the aforementioned divisions. Contracting out utility locates will mean an extra set of boots on the ground performing maintenance on City assets. Contracting

locate services is becoming more prevalent with many municipalities and special districts. This new program has been budgeted for in this current biennium.

On July 21 and 24, 2023, the project was advertised in the Daily Journal of Commerce and the City bid site in accordance with City and State contracting procedures. The bid opening was held on August 4, 2023 and two (2) proposals were received. Operations Managers and Assistant Public Works Director evaluated and scored the proposals and determined Precision Locating to be the successful utility locating firm.

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: \$189,000.00

FY(s): 2023/2024

2024/2025

2025/2026

2026/2027

Funding Source(s): Transportation Fund – 260-526-6004

Water Division Fund – 510-551-6004

Sanitary Division Fund – 520-552-6004

Stormwater Division Fund – 530-553-6004

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

UTILITY LOCATE SERVICES (PS 23-013)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **PRECISION LOCATING, INC** ("Contractor").

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. **Term.** The term of this Agreement shall be from the date the contract is fully executed until **September 11, 2026**, unless sooner terminated pursuant to provisions set forth below. The contract will be issued for a three (3) year term with the option to renew for up to two (2) additional one (1) year terms according to the Consumer Price Index (CPI-U) adjustment. 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 Contractor's performance that has not been cured.

2. **Compensation.** City agrees to pay Contractor on a time-and-materials basis for the services required and paid at the unit pricing indicated on the Precision Locating Quotation Form dated August 3, 2023. Total compensation, including reimbursement for expenses incurred, shall not exceed **one hundred eighty-nine thousand and 00/100 dollars (\$189,000.00)**.

3. **Scope of Services.** Contractor'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 Contractor: **Precision Locating, Inc.**
865 NE Tomahawk Island Drive
Suite 102-472
Attention: Stephen Zimmerman

Contractor 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

PRECISION LOCATING, INC

By: _____

By: _____

Name: John M. Lewis, P.E.

Name: _____

Title: Public Works Director

Title: _____

DATED: _____, 20____.

DATED: _____, 20____.

By: _____

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

Name: Anthony J. Konkol III

DATE: _____

Title: City Manager

DATED: _____, 20____.



Dear Oregon City,

Precision Locating, Inc., a local utility locating firm founded in 2013, is pleased to submit our proposal for the Oregon City project. Our commitment to excellence has established a track record of on-time delivery and low damage ratios.

Names and Qualifications of Personnel:

- Stephen Zimmerman (President): 15+ years in locating; 10 in retail/customer service.
- Nicole Tignor (HR/Office/Dispatch Manager): 20+ years in business; 5 in locating.
- Jacob Hollenberry (Field Manager): 5+ years in locating.

Summary of Operations Plan:

- a. **Initial Coordination:** Assign Jacob Hollenberry as a dedicated project manager; kick-off meeting.
- b. **Locating Services Execution:** Mobilize teams; systematic approach to locate utilities.
- c. **Invoicing:** Prompt, detailed invoicing.

Specialized Skills Needed:

- Trained locators with complex project experience.
- Skilled project manager for team coordination.

Sustainable/Eco-Friendly Practices:

We use hybrid vehicles, are mostly paperless, and use water-based paint when possible.

Understanding of the Project and Services:

With over 10 years of experience in public locating, we service over 10 city water, sewer, storm, and fiber locating contracts.

Acceptance of Terms and Conditions:

We accept the terms and conditions in Attachment A and B, City of Oregon Personal Services Agreement, and Standard General Conditions.

We look forward to the opportunity to work with Oregon City, adhering to a 100% on-time policy and delivering unparalleled service. Please reach out with any questions or for further information.

Sincerely,

Stephen Zimmerman
President, Precision Locating, Inc.

Steve@precision811.com

865 NE Tomahawk Island Dr, STE 102-472 Portland OR 97217

503-803-1106 EXT 1355

www.precision811.com



3.3.2 Key Qualifications

References:

The City of Newberg Public Works contract started in March 2015, currently ongoing. The annual revenue of this contract is \$40-50K. The service area is the city of Newberg. In 2021 we performed 2125 locates. No data exists for marked and not marked tickets as we bill this contract at the same flat rate for each.

Russ Thomas,
Public Works Director
PO BOX 970 Newberg, OR 97132
russ.thomas@newbergoregon.gov
503-537-1234

The city of Tualatin Public Works' contract started in January 2020 and is ongoing. The annual revenue of this contract is \$35-40K. The service area is the city of Tualatin. In 2021 we performed 731 marked and 2004 unmarked locates.

Nic Westendorf
Deputy Public Works Director
City of Tualatin | Public Works
10699 SW Herman Road, Tualatin, OR 97062
nwestendorf@tualatin.gov
503-691-3673

Clark Public Utilities Power and Water contract started in January 2020 and is ongoing. Annual revenue is \$600-700K. The service area is all of Clark County in Washington State. In 2021 we performed 25,593 marked, and 9063 unmarked locates.

Michael Redinger
Clark Public Utilities
8600 NE 117th Ave, Vancouver, WA 98662
mredinger@clarkpud.com
360-992-8828

Staffing:

Stephen Zimmerman President, main contact for billing question and contract support
Nicole Tignor VP HR manager and evening/emergency dispatch
Jacob Hollenberry Area manager



Brief Resume of Project manager:

Stephen Zimmerman Contact: 503-803-1106 | Steve@precision811.com

Experience:

- **President/CEO**, Precision Locating, Inc., Portland, OR, 2013 - current
- **Utility Locator, Logistics Manager, and Director of Sales**, Stake Center Locating, Portland, OR & Salt Lake City, UT, 2008 - 2014
- **Lead Sales**, Camera World of Oregon, Portland, OR, 2005 - 2008
- **Store/District Manager**, Kits Camera's, Portland, OR, 1997 - 2004

Education:

- **WWCC**, Walla Walla, WA, Computer Networking
- **MHCC**, Portland, OR, Photography
- **PCC**, Portland, OR, General Studies

Contractor Fleet:

Our fleet consists of mostly Toyota Prius and Toyota RAV4 Hybrids, selected for their fuel efficiency and reduced environmental impact.

Locating Equipment:

We currently use Radio Detection RD7000, RD7100, and RD8000 systems, along with VIVAX Pro 3 systems, for precise utility detection.

IT Programs:

All of our software is web-based, utilizing an in-house ticket billing management system integrated with ITIC (one-call) ticket management system.



Project Understanding:

We understand that this utility locating project requires precise identification and coordination of underground utilities. The tasks encompass managing complex field operations, compliance with legal requirements, quality control, cost management, and timely execution.

Project Approach:

1. Managing Work Tasks and Coordination:

Approach: Utilize state-of-the-art locating equipment.

Methodology: Sequence tasks strategically to minimize disruptions and enhance efficiency.

Control: Regular briefings to ensure that field teams are aligned with project objectives.

2. Ensuring Project Progress, Quality, and Adherence:

Progress: Implement progress tracking tools to monitor real-time advancements.

Quality Control: Strict adherence to industry standards and regulatory compliance.

Schedule & Budget: Continuous monitoring to ensure that milestones are met within budget.

3. Communication and Coordination:

Approach: Maintain transparent communication with stakeholders and regulatory bodies.

During All Phases: Foster collaboration between office and field teams, ensuring seamless information flow.

4. Minimizing Costs, Timely Services, Ensuring Quality:

Step 1: Conduct an initial comprehensive survey to minimize surprises.

Step 2: Implement a flexible scheduling strategy to adapt to unforeseen changes.

Step 3: Execute a rigorous quality assurance process to avoid costly errors and rework.



Scope of Work and Budget:

Opinion on Project Scope of Work: Based on the requirements, our approach emphasizes accuracy, compliance, efficiency, and safety.

Recommended Additions/Changes: We propose periodic site audits and an additional contingency plan to handle unexpected underground anomalies.

Quotation: Please refer to Attachment C for the detailed quotation, which has been carefully crafted to cover all aspects of the utility locating project, as per Section 2.2, Scope of Professional Services and Responsibility.



OREGON CITY

13895 Fir Street | Oregon City OR 97045
Ph (971) 204-4600 | Fax (503) 908-1128

Quotation Form

Underground Utility Locating Services

Bidder's Firm: Precision Locating, Inc.
 Address: 865 NE Tomahawk Island Dr STE 102-472
 City, State, Zip Code: Portland OR 97217
 Contact Name: Stephen Zimmerman
 Telephone Number: 503-388-1355

In compliance with this Request for Proposal (RFP), and subject to all condition thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services the services as outlined herein, to provide the services as enumerated within the RFP and associated contract for services attached herein for the City of Oregon City in the amount indicated, subject to modification through negotiations which may be conducted pursuant to conditions set forth in the RFP.

Item	Quantity	Proposed Pricing
Per 811 Ticket (30 minutes locating time)	Per Ticket	\$18.00
Additional Time (after 30 minutes locating time)	Per ¼ hour	\$12.50
Site Surveillance	Per ¼ hour	\$12.50
After Hour Emergencies	Per Hour	\$60hr 2hr min

* Based on 3,500 locates per year

The undersigned certifies he/she is an authorized representative of the bidder's firm and attests to accuracy of the bid put forth herein.

AUTHORIZED SIGNATURE:

Signed: _____

Date: _____

8-3-2023

Printed Name: _____

Stephen Zimmerman

Title: _____

President

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

Item 7b.

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

2. Payment.

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

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

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

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

3. Independent Contractor Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

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

Item 7b.

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

6. Payment of Laborers; Payment of Taxes.

(a) Contractor shall:

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

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

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

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

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

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

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

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

7. SubContractors and Assignment.

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

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

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

10. Compliance With Applicable Law.

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

Page 2 of 5

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7b.

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

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

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

13. Indemnity and Insurance.

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

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

workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Contractors of Contractor shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Contractor shall maintain comprehensive general and automobile liability insurance for protection of Contractor and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Contractor's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/\$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 Contractor.

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

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

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

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

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

Item 7b.

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

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

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

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

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

remain with Contractor. Copies as requested shall be provided free of cost to City.

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

24. Arbitration.

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

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

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

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

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

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

Item 7b.

the Clackamas County Circuit Court.

jurisdiction's conflicts of law, rules or doctrines.

(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



13895 Fir Street | Oregon City OR 97045
Ph (971) 204-4600 | Fax (503) 908-1128

Quotation Form

Underground Utility Locating Services

Bidder's Firm: Precision Locating, Inc.
 Address: 865 NE Tomahawk Island Dr STE 102-472
 City, State, Zip Code: Portland OR 97217
 Contact Name: Stephen Zimmerman
 Telephone Number: 503-388-1355

In compliance with this Request for Proposal (RFP), and subject to all condition thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services the services as outlined herein, to provide the services as enumerated within the RFP and associated contract for services attached herein for the City of Oregon City in the amount indicated, subject to modification through negotiations which may be conducted pursuant to conditions set forth in the RFP.

Item	Quantity	Proposed Pricing
Per 811 Ticket (30 minutes locating time)	Per Ticket	\$18.00
Additional Time (after 30 minutes locating time)	Per ¼ hour	\$12.50
Site Surveillance	Per ¼ hour	\$12.50
After Hour Emergencies	Per Hour	\$60hr 2hr min

* Based on 3,500 locates per year

The undersigned certifies he/she is an authorized representative of the bidder's firm and attests to accuracy of the bid put forth herein.

AUTHORIZED SIGNATURE:

Signed:

Date:

8-3-2023

Printed Name:

Stephen Zimmerman

Title:

President



**OREGON
CITY**

Public Works

13895 Fir Street | Oregon City OR 97045
Ph (971) 204-4601 | Fax (503) 908-1128

REQUEST FOR PROPOSALS

for

**Utility Locate Services
PS 23-013**

Proposals Due:

August 4, 2023

at 2:00 p.m.

Issuance Date: July 21, 2023

LATE PROPOSALS WILL NOT BE ACCEPTED

TABLE OF CONTENTS

SECTION 1 – GENERAL INFORMATION	1
1.1 Advertisement	1
1.2 RFP Schedule	2
1.3 Submitting Proposals	2
1.4 Public Records	2
SECTION 2 – SCOPE OF WORK	3
2.1 General Project Overview and Purpose	3
2.2 Scope of Professional Services and Responsibility	3
2.3 City’s Responsibility	4
SECTION 3 – PROPOSAL FORMAT, EVALUATION, AND SELECTION	5
3.1 Proposal Format	5
3.2 Evaluation Criteria	5
3.3 Content of Proposal	6
3.3.1 Introductory Letter	6
3.3.2 Key Qualifications	6
3.3.4 Project Understanding, Approach and Quote	7
3.4 Selection of Contractor	7
3.4.1 Selection Committee	7
3.4.2 Rejection or Acceptance of Proposals	7
3.4.3 Execution of Contract	8
3.4.4 Protest of Proposer Selection	8

SECTION 1 – GENERAL INFORMATION

1.1 Advertisement

The City of Oregon City (hereinafter referred to as "City"), through the Public Works Department, is requesting proposals from Contractors (hereinafter referred to as the "Contractor") that are interested in providing professional services to the City for the **Utility Locate Services, PS 23-013** (hereinafter referred to as the "Project").

Proposals will be received until **2:00 p.m. local time on Friday, August 4, 2023.**

Solicitation documents may be obtained from the City's online plan center free of charge at <https://bids.ocity.org/>. To obtain the solicitation documents, create a new user account and register for the project. General information including the plan holder list is available to the public without registering.

Solicitation documents are also available for review at the City of Oregon City, Public Works Department, 13895 Fir Street, Oregon City, Oregon, between the hours of 7:30 a.m. and 4:00 p.m., Monday through Thursday and 7:30 a.m. and 3:30 pm on Friday, except legal holidays.

Addenda, clarifications, and notices will be distributed through the City's online plan holder system. Potential proposers are responsible for ensuring contact information is registered correctly and that email updates are being received and not being sent to spam folders. It is in the best interest of potential proposers to check the website periodically to ensure all updates are received. The City is not responsible for failure of proposers to receive notifications of changes or corrections made by the City and posted as stated above.

Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120(1). Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and the Oregon City Municipal Code.

The City of Oregon City reserves the right to (1) reject any or all submittals not in compliance with public solicitation procedures if it is in the best interest of the public to do so; (2) postpone establishment of a final decision for a period not to exceed sixty (60) days from due date for Contractor submittal; (3) waive informalities in the proposals; and (4) to select the Contractor which appears to be in the best interest of the City.

This advertisement is authorized under the direction of John M. Lewis, P.E., Public Works Director.

PUBLISHED: Daily Journal of Commerce, July 21, 2023 and July 24, 2023

1.2 RFP Schedule

RFP Released	July 21, 2023
Proposal Due	August 4, 2023 @ 2 p.m.
Staff Review of Proposals	August 4 – August 7, 2023
Contract Negotiations	August 4 – August 7, 2023
Contract Award at City Commission	* August 16, 2023

1.3 Submitting Proposals

Written proposals in response to this RFP must include five (5) hard copies and one (1) electronic pdf copy provided on a thumb drive. Proposals are due no later than **2:00 p.m. local time on Friday, August 4, 2023**, and shall be delivered to **13895 Fir Street, Oregon City, OR 97045**. The proposal must be submitted in a sealed envelope, clearly marked as follows:

SEALED PROPOSAL – Due at 2:00 p.m. on Friday, August 4, 2023
UTILITY LOCATE SERVICES – PS 23-013
Attention: Vance Walker

The outside envelope/box must also include the name and address of the bidding Contractor.

Failure to clearly identify the Proposal in the subject line may cause misrouting of the Proposal and late delivery, resulting in disqualification.

Fax submissions or email copies will not be accepted. Proposals must be received by the date and time noted above. Submittals that are late, incomplete, or misdirected will be considered non-responsive, with no exceptions. The City of Oregon City relies on the City's computer system's clock to determine the correct time and is not responsible for any delays or difficulties experienced in the submittal of a Proposal. Please do not wait until the last minute to submit your proposal.

1.4 Public Records

Any material submitted by the proposer shall become the property of the City unless otherwise specified. During the evaluation of proposals and the selection of the Contractor, the proposals shall be confidential. After the selection process has been completed, the proposals shall be open to public inspection. Proposals should not contain any information which the proposers do not wish to become public. If it is necessary to submit confidential information in order to comply with the terms and conditions of this RFP, each page containing confidential information should be clearly marked "NOT FOR PUBLIC DISCLOSURE - CONFIDENTIAL TRADE SECRETS". The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted, and claims arising out of any public records request for such information shall be at the proposer's expense.

SECTION 2 – SCOPE OF WORK

2.1 General Project Overview and Purpose

The City of Oregon City is issuing this Request for Proposal (RFP) for the purpose of securing a contract for locating underground utilities. Oregon City conducts approximately 3,500 locates per year. The majority of locates consist of: Water, Sanitary Sewer, Storm Sewer, with a small number of Street lighting, SCADA electronics, South Fork Water (SFW) water mains, and fiber communications. Oregon City desires to hire a qualified contractor to perform all underground utility locates to include “Emergency locates”. (After hours in addition to normal work hour emergencies).

The contract will be issued for a three (3) year term with the option to renew for up to two (2) additional one (1) year terms according to the Consumer Price Index (CPI-U) adjustment.

2.2 Scope of Professional Services and Responsibility

Locating and marking underground utilities will consist of the following:

1. Provide sufficient qualified staff, vehicles, paint, flagging, and all other locating equipment to fulfill its duties under this contract.
2. Store and safeguard the City’s location maps and records. This information is sensitive in nature and records shall not be disclosed to or made available to persons not approved by the City.
3. Invoicing Requirements: Monthly invoice with the following information for EACH locate:
 - a. Pictures of locates.
 - b. Oregon 811 Ticket Number
 - c. Date and Time Completed
 - d. Number of Utilities Located
 - e. Hourly and afterhours breakdown
4. Maintain records appropriately to support the invoicing and recording requirements set forth in this contract. The Contractor agrees to a records retention period of seven (7) years.
5. For each locate request received, the Contractor shall screen, prioritize, and visit the excavation site as necessary and locate the City’s facilities as required by the Oregon Utility Notification Center.
7. For each locate request received, the Contractor shall be responsible for excavator notification in compliance with the Oregon Utility Notification Center excavation rules.
8. All locate requests shall be complete within the timeframe required on the locate ticket and all “emergency” requests shall be treated as an emergency and completed as soon as possible and as soon as it can be done safely according to Oregon Utility Notification Center excavation rules.
9. The Contractor may be requested to provide such additional services as site surveillance, maintenance of marks and flags, and stand-by protection.
10. The Contractor will investigate all incidents of damage for accuracy of the locate(s) and will submit to the City a written report of said investigation

within five (5) business days. The Contractor will maintain a copy of the written report for a period of seven (7) years from the date of incident. The Contractor will give testimonial support in cases when deemed necessary by the City.

11. The Contractor shall locate and mark all the City's locatable facilities at an excavation site in accordance with the Oregon Utility Notification Center excavation rules. The Contractor shall be liable for all damages when a valid request to locate locatable facilities have been made, unless the locate was made within the required accuracy. In such cases, the Contractor shall assist in recovery of any damages.
12. The Contractor shall notify the excavator of the presence of any identifiable, but unlocatable, facilities of the City and caution the excavator that any location information supplied may not be within the definition of reasonable accuracy.
13. The Contractor shall utilize all information transmitted by the City solely for the purpose of performing locates on behalf of the City.
14. The Contractor agrees that in carrying out this contract that they will comply with all applicable federal, state, and local laws.

2.3 City's Responsibility

1. City agrees to provide Contractor with web access to the maps, as-builts and map layers necessary to locate its underground facilities.
2. Any such maps, drawings, sketches, or other technical information, either oral, written, or otherwise furnished or disclosed to, or obtained by, the Contractor in the performance of this Agreement shall remain the property of the City.
3. All copies of such information shall be returned to the City upon written request or at the termination of this Agreement. Unless such materials were previously known to the Contractor free of any obligation to keep them confidential, or have subsequently been made public by the City, the materials shall be kept confidential by the Contractor, and shall be used only in the performance of this Agreement and may not be used for other purposes except upon such terms as may be agreed upon, in writing, by the City.
4. Coordinate communication among City staff and provide a unified guidance/direction to the Contractor.
5. The City of Oregon City will be responsible for paying the Oregon Utility Notification Center membership monthly ticket transaction fees.
6. Ensure that City staff members provide timely responses to questions and be available for any meetings requested by the Contractor. Meetings between City staff and the Contractor take place at the Oregon City Engineering and Operations Center, 13895 Fir Street, Oregon City, OR 97045.
7. Review and process Contractor's monthly payment requests.
8. Negotiate any contract amendments, as needed.
9. Perform other tasks as negotiated.

2.4 Resources

1. Oregon City OCWebMaps geographical information system (GIS) data
https://maps.orcity.org/Html5Viewer_2_10_0/index.html?viewer=OCWebMaps.OCWebMaps

SECTION 3 – PROPOSAL FORMAT, EVALUATION, AND SELECTION

3.1 Proposal Format

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of the content.

The City, at its sole discretion, has the right to negotiate with any or all proposers regarding their proposals. Additionally, the City may reject or accept any or all proposals or parts thereof, submitted in response to this RFP.

The City recognizes that in the submittal of proposals, certain information is proprietary to the proposer and that the safeguarding of this information is necessary. Accordingly, the City will make every effort to prevent any disclosure of data supplied by any proposer where the proposer identifies those portions of its proposal that are proprietary. See Section 1.4, Public Records.

The City is not liable for any costs incurred by proposers in the preparation and/or presentation of their proposals.

3.2 Evaluation Criteria

All proposals shall include the information identified in the following table and be presented in the order as indicated. The total number of pages for the proposal shall not exceed 6 pages. The evaluation criteria and maximum possible points are noted for each item of information. An explanation of each item appears immediately in the following sub-sections.

CONTENT AND EVALUATION CRITERIA	MAXIMUM SCORE	MAXIMUM PAGES
1. Introductory Letter	10	1
2. Key Qualifications	35	2
3. Project Understanding and Approach and Quote	55	3
Total Points	100	6

*A front cover and proposer quotation checklist are not counted in the page limit

requirements. Each page shall be 8-1/2" x 11", unless otherwise noted. When using double-sided printing on 8-1/2" x 11" pages, each side of the page is counted as one page.

3.3 Content of Proposal

All proposals shall include information identified below and be presented in the order as indicated. An explanation of each item appears immediately in the following sub-sections.

3.3.1 Introductory Letter

[Maximum 1 Page – 10 points]

The introductory letter shall include, but need not be limited to, the following information:

- Provide the following information for the Project Manager: Name of the firm, signature, printed name, title, email, address, and telephone number. A web address is requested if applicable.
- Names and qualifications of personnel to be assigned to the project.
- Summary of operations plan for the project.
- Description of any sustainable / Eco Friendly practices utilized by the contractor.
- Brief statement of the proposer's understanding of the project and services to be performed.
- Statement that the proposer accepts the terms and conditions contained in Attachment A, City of Oregon Personal Services Agreement and Attachment B, Standard General Conditions, or identification of items of concern.

3.3.2 Key Qualifications

[Maximum 2 Pages – 35 points]

Provide a statement that portrays how the qualifications and experience of the Contractor's key personnel relate to the described work. The City expects commitment and prefers no reshuffling of personnel during the Project. The response should address the following:

- The Proposer should include specific examples of relevant work completed in the last five years which best demonstrates the Proposer's experience and qualifications to accomplish the project in a professional, timely, and cost-effective manner similar in scope and nature, including the contractor's organization staffing.
- Provide a resume outlining the experience and qualifications, relevant to the Project, of the person who would be directly responsible for oversight of the project.
- Provide details of three other similar projects that this project manager has recently successfully managed. Include the following information for these projects: agency; agency contact name, title, email, and phone number; project name and project costs for both design and construction.
- Provide details of Contractor's fleet, locating equipment, and IT programs to be used for this project.

3.3.4 Project Understanding, Approach and Quote

[Maximum 3 Page – 55 points]

- **Project Understanding**: Contractor shall include a summary of their understanding of the Project.
- **Project Approach**: Contractor shall provide responses to the following items to show their project approach:
 - Describe the approach and methodology of managing work tasks and coordination, sequence, and control of field and office operations to accomplish the work in a timely manner.
 - Indicate how the Contractor ensures internal project progress, quality control, and adherence to the schedule and budget.
 - The project manager shall provide excellent communication in all aspects of the Project. Please identify your approach to project communication and coordination during all phases and aspects of the project.
 - A step-by-step detailed description as to how the Proposer would approach the Project in order to minimize Project costs, provide services in a timely manner, and ensure Project quality.
- **Scope of Work and Budget**: Include any additional response necessary to provide a complete response to the brief statements included in the Introductory Letter related to the proposer's opinion of the project scope of work.
 - Based on Section 2.2, Scope of Professional Services and Responsibility, identify and provide details on any recommended additions or changes you would propose to the scope of work in order to provide a complete and successful project.
 - Complete the quotation form, Attachment C.

3.4 Selection of Contractor

3.4.1 Selection Committee

The City's Selection Committee, anticipated to include the Assistant Public Works Director, and the Water, Sewer/Storm and Street Operation Managers, will review and recommend to the City Manager that the contract award be made to the proposer that is in the Committee's opinion, best qualified. At this time, it is not anticipated that Contractor interviews will occur prior to final selection of a Contractor. In the event that a decision cannot be made based on the information submitted, the City may opt to conduct Contractor interviews.

3.4.2 Rejection or Acceptance of Proposals

The City expressly reserves the following rights to:

- a. Disregard any or all irregularities in the proposals.
- b. Reject any or all of the proposals or portions thereof.

- c. Base award with due regard to quality of services, experience, compliance with the RFP, and other factors as may be necessary under such circumstances.
- d. Reject all proposals and readvertise at the City's sole discretion.

3.4.3 Execution of Contract

The total cost for the Contractor services contract will require approval by City Commission. It is anticipated that the Contractor contract award will occur at the August 16, 2023, City Commission meeting. In order for this to occur, the scope of work and fee will need to be finalized by August 7, 2023. In the event the scope of work is not ready by that time, the Contractor contract award would occur at the September 6, 2023, meeting. The contract should be signed by the Contractor within one (1) week of City Commission award of the contract.

3.4.4 Protest of Proposer Selection

The City will post a Notice of Intent to Award on the City Bid Management System page at <https://bids.orcity.org/>. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the City no later than seven (7) calendar days after the date the Intent to Award is issued. The City will address all timely submitted award protests that are in accordance with OAR 137-048-0240(2).

Protests shall be in writing and physically received by the City no later than 2:00 p.m. on the seventh (7th) calendar day after the date of issuance of the Intent to Award Letter.

Address protests to:

PROTEST OF AWARD OF RFP FOR UTILITY LOCATING SERVICES
(PS 23-013)
Attention: Vance Walker
City of Oregon City
13895 Fir Street
Oregon City, OR 97045

Protests not filed within the time specified above, or which fail to meet the requirements of OAR 137-048-0240(2), shall be rejected.

Attachments:

- A. City of Oregon City Personal Services Agreement
- B. Standard General Conditions
- C. Quotation Form
- D. Business License Application



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: 08/16/2023

SUBJECT:

College Resource Officer (CRO) Intergovernmental Agreement (IGA)

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the CRO IGA with Clackamas Community College (CCC) and authorizes the Chief of Police to sign this IGA as well as sign substantially similar future IGAs with OCPD and CCC related to a College Resource Officer, if approved.

EXECUTIVE SUMMARY:

The attached IGA is between the Clackamas Community College (CCC) and the City of Oregon City Police Department (OCPD) for the period of September 1, 2023, through August 31, 2024.

BACKGROUND:

College Resource Officers allow the Oregon City Police Department an opportunity to have direct interaction with school staff, students, and citizens on three of the CCC campuses, located at Oregon City (primary location), Wilsonville, and Harmony Community.

The goals are:

1. To provide CCC access to OCPD's community-based resources, including consultation with the department's Behavioral Health Specialist and Homeless Liaison Officer;
2. The opportunity to create greater collaboration between the CRO and the campus community including community outreach activities such as hosting restorative justice conversations and joint CCC/OCPD trainings; and
3. The opportunity to expand connections between OCPD and CCC stakeholders and program areas.

The Police Department began providing CRO services for Clackamas Community College in September 2017 with a hiatus during the 2020 through 2023 school years due to the COVID pandemic and patrol staffing shortages. OCPD and CCC are renewing the IGA for College Resource Officer services for the 2023-24 school year, starting September 1, 2023. The IGA allows for services to be provided by one (1) FTE CRO, as patrol staffing allows.

The IGA reflects the total compensation provided by the College at \$129,427.52 to reflect actual 1.0 FTE salary and benefits for the CRO position, which will be billed over a 9.5-month period. The City will be responsible for the uniform, equipment, and marked patrol vehicle costs associated with the position. This officer position is in addition to the police department's 2023-25 biennial budget main staff salary and benefits, with the college paying the full compensation of salary and benefits.

The department and the College are proud to resume this collaboration as it's recognized that public safety is more than policing and are committed to provide safety for all.

OPTIONS:

1. Approve the CRO IGA with CCC through August 31, 2024
2. Deny the CRO IGA with the CCC through August 31, 2024

BUDGET IMPACT:

Amount: \$129,427.52

FY(s): 2023-24

Funding Source(s): Revenue



**INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS COMMUNITY COLLEGE
AND THE
CITY OF OREGON CITY
FOR COLLEGE RESOURCE OFFICER SERVICES**

I. Purpose

This Agreement ("Agreement") is entered into between Clackamas Community College ("College") and the City of Oregon City ("City") through the Oregon City Police Department ("Police Department"), (collectively "Parties") pursuant to the provisions of ORS 190. This Agreement provides the basis for a cooperative relationship for the purpose of the City providing to the College, a Police Officer to act as College Resource Officer (CRO).

II. Recitals

WHEREAS, Oregon Revised Statutes 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, both Clackamas Community College and Oregon City Police Department are committed to this collaborative effort in order to promote a safe school community and the reduction and prevention of crime and foster community relationships;

WHEREAS, OCPD desires to provide a Police Officer who will act as a College Resource Officer (CRO) who fulfills a vital role in promoting safe school communities;

WHEREAS, the College will continue to move toward the correct balance of safety, risk assessment, and preparedness, and will be always assessing what keeps our community safe and the College acknowledges that the CRO is only one component of safety on its campuses;

III. Scope of Service

A. The City agrees to assign the College one (1) Police Officer beginning September 1, 2023 to serve as a CRO at the following College campuses:

1. Oregon City campus—primary location
2. Wilsonville campus
3. Harmony Community campus

B. The scope of service is outlined in Exhibit A, which is attached and incorporated herein by reference.

C. In addition to services listed in Exhibit A, the College will:

1. Have access to OCPD's community based resources including the ability to consult with OCPD's behavioral health officer and homeless liaison.

2. Have opportunity to create greater collaboration between the CRO and the campus community including community outreach activities such as hosting restorative justice conversations and joint CCC/OCPD trainings.
3. Have opportunity to expand connections between OCPD and CCC stakeholders and program areas.

D. The College agrees, at its expense, to provide the CRO with the following:

1. Private, secure, furnished office space on the Oregon City campus
2. A filing cabinet that can be locked and secured
3. A telephone
4. Access to a computer

E. The City agrees, at its expense, to provide the CRO with the following:

1. A City of Oregon City marked patrol vehicle with all standard equipment. The City is responsible for all costs associated with the vehicle including, but not limited to insurance, maintenance, and repair.
2. Oregon City Police Department-issued uniform with all normal accessories and equipment including stun gun, pepper spray and firearm.

IV. Personnel

A. The CRO is an employee of the City and not an employee of the College. The City, subject to the terms, conditions and limitations herein, will be solely responsible for control of its personnel, standards of performance, police certified training, discipline, and all other aspects of performance under this Agreement. Supervision and training of the CRO will be the responsibility of the City. Notwithstanding the foregoing, there will be an annual performance review of the CRO by the College's Liaison, or designee, and the Oregon City Chief of Police to evaluate the performance of the CRO and determine whether the Police Officer assigned to the CRO role should continue in the position.

B. The City will assign one (1) Police Officer to serve as the College's CRO on a full-time, forty (40)-hour per workweek basis.

C. The City and the College acknowledge that the CRO's schedule may vary somewhat. In general, the City will set the CRO's work schedule such that the CRO is scheduled to work:

1. During typical College business hours, Monday – Thursday from 11a.m. to 9p.m.
2. During the days and times when classes are in session from September 1st – June 15th.
3. During College-sponsored special events, such as graduation ceremonies. For special events that occur outside normal College business hours, the CRO will be paid overtime. This will occur at no additional expense to the College.

C. Reasonable effort will be made to schedule CRO training, or other time spent working away from College campuses, on days when classes are not in session, such as the breaks between terms.

D. The Oregon City Chief of Police, in consultation with the College's Liaison, or designee, will choose the Police Officer who will be assigned the CRO role at the College. The Police Officer assigned to the CRO role will be selected on the basis of the following minimum criteria:

1. The Police Officer must have the ability to deal effectively with a diverse student population. Bilingual officers will be preferred.
2. The Police Officer must have the ability to present a positive image and symbol of the Police Department. A goal of the CRO program is to foster a positive image of police officers among the college community. Therefore, the personality, grooming and communication skills of the officer should reflect positively on the Police Department and the College.
3. The Police Officer must have the desire and ability to work cooperatively with community members, faculty, staff and students in a community college setting.
4. The officer must be a state-certified law enforcement officer.

E. In the event the Police Officer selected to serve as the CRO is unable to perform the services outlined in Exhibit A for a period of thirty (30) days, a new Police Officer will be selected , subject to Section III.D.

F. The CRO will wear the Police Department -issued uniform with all normal accessories and equipment including Taser, pepper spray and firearm. If mutually agreed upon by the College's and City's Liaison, civilian attire may be worn on certain occasions or under special circumstances.

V. Compensation and Absences

A. College will compensate the City \$129,427.52 per year for the CRO services for 9.5 months. The City will invoice the College in four (4) quarterly installments of \$32,356.88 as follows:

Services for:	Invoiced on:
September, October and November	November 30
December, January and February	February 28
March, April and May	May 31
June	August 31

The College agrees to pay within thirty (30) days of the receipt of the City's invoice. Invoices will be sent to apinvoices@clackamas.edu with a cc to Dennis Marks dennis.marks@clackamas.edu:

C. In the event of a critical incident or natural disaster, the Oregon City Police Chief may, at his/her sole discretion, temporarily reassign the CRO. The CRO will not perform his/her duties with the College. In such situations, the City Liaison will notify the College Liaison before the reassignment occurs. If the reassignment results in the CRO not performing his/her duties with the College for four (4) hours or more in any thirty (30)-day period, the City will itemize and prorate the College's invoice, deducting \$78 for every regular workhour without CRO services beyond the initial four (4) hours. If the reassignment is less than four (4) hours in any thirty (30)-day period, compensation under this Agreement will not be affected.

D. The Chief of Police will provide no less than fourteen (14)-days' notice to the College anytime the CRO will not be performing his/her duties with the College. If the absence is more than five (5) consecutive workdays, the City Liaison will assign another CRO-qualified officer, if available, to substitute for the CRO who is absent beginning on work day six (6) of the leave. If no other CRO-qualified officer is available, the City will itemize and prorate the College's invoice,

deducting \$78 for every regular workhour in which CRO services were not provided beyond the initial five (5) days. The exception to this provision would be any time the CRO takes his/her earned vacation time.

E. In the event the CRO does not perform his or her duties with the College for more than three (3) consecutive workdays and the College did not receive fourteen (14) days' notice, the City Liaison will assign another CRO-qualified officer, if available, to substitute for the CRO who is absent beginning on work day four (4) of the absence. If no other CRO-qualified officer is available, the City will itemize and prorate the College's invoice, deducting \$78 for every regular workhour in which CRO services were not provided beyond the initial three (3) consecutive workdays.

F. In the event the CRO does not perform his or her duties with the College in order to attend police events, activities, or training unrelated to the performance of the services outlined in Exhibit A, the City will itemize and prorate the College's invoice, deducting \$78 for every regular workhour in which the CRO services were not provided.

G. In the event the CRO exhibits behavior contrary to the criteria listed in section III.D. or fails to adequately perform the services outlined in Exhibit A, the College's Liaison will contact the City Liaison. The Liaisons will make reasonable effort to assist the CRO in correcting the behavior or improve performance. Notwithstanding the foregoing, if the behavior or inadequate performance does not improve, or is deemed so serious as to compromise the CRO's ability to perform his/her role at the College, the College's Liaison, at his/her sole discretion may dismiss the Police Officer from the CRO assignment. The College's Liaison will provide notice to the City Liaison and will outline reasons for the dismissal. The City Liaison will assign another CRO-qualified officer, if available, within four (4) regular workdays. If no other CRO-qualified officer is available, the City will itemize and prorate the College's invoice, deducting \$78 for every regular workhour in which CRO services were not provided beyond the initial four (4) regular workdays.

H. The College will allow the CRO to attend mandatory training during the course of his/her normal workday. The City will make every effort to schedule training for the CRO on days and at times that minimize his/her absence from regularly assigned CRO duties.

VI. Notice and Liaison Responsibility

A. Any notice, consent or other communication in connection with this Agreement will be in writing and may be delivered in person, by mail or by email. If hand-delivered, the notice will be effective upon delivery. If by email, the notice will be effective when sent. If served by mail, the notice will be effective three (3) business days after being delivered to the United States Postal Service by certified mail, return receipt requested, and addressed to the Liaisons listed below section V.D.

B. The Police Department Patrol Division Captain will act as liaison for the City on issues relating to day-to-day operations such as supervision, scheduling, and CRO responsibilities; the Chief of Police will act as Liaison on all other matters relating to this Agreement. Contact information for the Liaisons is in section C.

C. The Director of College Safety will act as Liaison for the College on issues relating to day-to-day operations such as supervision, scheduling, and CRO responsibilities; the Vice President of College Services will act as Liaison on all other matters relating to this Agreement. Contact information for the Liaisons is in section V.D.

D.

<u>Notices & Liaison for College</u>	<u>Notices & Liaison for City</u>
Jeffrey Shaffer	Shaun Davis
Vice President of College Services & CFO	Chief of Police
19600 Molalla Ave	1234 Linn Avenue
Oregon City, OR 97045	Oregon City, OR 97045
503.594.3099	503-905-3512
jeff.shaffer@clackamas.edu	sdavis@orcitey.org
Dennis Marks	<u>Liaison for City</u>
Director of College Safety	Patrol Division Captain David Edwins
19600 Molalla Ave	1234 Linn Avenue
Oregon City, OR 97045	Oregon City, OR 97045
503.594.1698	503-905-3528
dennis.marks@clackamas.edu	dedwins@orcitey.org

VII. Liability

A. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the City shall indemnify, defend and hold harmless the College, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omission or negligence of City personnel acting pursuant to this Agreement.

B. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the College shall indemnify, defend and hold harmless the City, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omission or negligence of College personnel acting pursuant to this Agreement.

VIII. Termination – Amendment

A. This Agreement may be terminated by either party upon ninety (90)-days written notice to the other.

B. This Agreement and any amendments to it will not be effective until approved in writing by an authorized representative of the College and an authorized representative of the City.

C. This Agreement supersedes and cancels any prior agreements between the parties hereto for similar services.

IX. Term of Agreement

This Agreement commences September 1, 2023 and ends August 31, 2024, unless terminated earlier as provided herein. The parties may renew this Agreement only by separate written agreement or addendum hereto, which must be executed by both parties.

SIGNATURE OF PARTIES

By their signatures below, the parties to this Agreement agree to the terms, conditions, and content expressed herein. This Agreement becomes effective upon the signature of both parties.

Clackamas Community College**City of Oregon City**

Signature

Signature

Jeff Shaffer

Shaun Davis

Name

Vice President of Finance and
Operations-CFO

Chief of Police

Title

Date

Date

Exhibit A

SCOPE OF WORK / COLLEGE RESOURCE OFFICER

The duties of a College Resource Officer may include the following:

- Help to provide a safe environment for students, staff and faculty on College property through regular participation and presence on the campuses.
- Respond to or coordinate the response of other first responders on all criminal calls and other calls for service normally dispatched via C-Com within the College's boundaries and to investigate and document criminal activity.
- Enforce the laws of the State of Oregon, including full power and authority to detain suspects, effect an arrest and conduct searches as authorized by state and federal law in order to protect the safety of students, faculty, staff and campus users.
- Assist in reporting and investigating incidents that may have occurred off campus but are reported at the College.
- Attend weekly CARE Team meetings and provide input on CARE matters as they arise between meetings.
- Attend College Threat Assessment Team (TAT) meetings as needed. Attend meetings as liaison with local law enforcement to both receive and provide information on potential threats.
- Serve as a member of a regional TAT .
- Work with the Director of College Safety and others to design, implement and update College emergency planning for various types of incidents.
- Participate as a member of the CCC Ready Advisory Group.
- Assist with planning and implementation of regular emergency preparedness drills and exercises.
- Provide input on situational crime prevention, including the use of physical barriers, security technology, and access control for existing College buildings and new construction projects.
- Provide training in areas of expertise to CCC employees and students.



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: 08/16/2023

SUBJECT:

School Resource Officer (SRO) Intergovernmental Agreement (IGA)

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the SRO IGA with the Oregon City School District (OCSD) and authorizes the Chief of Police to sign this IGA as well as sign substantially similar future IGAs with OCPD and the OCSD related to School Resource Officers, if approved.

EXECUTIVE SUMMARY:

The attached IGA is between the Oregon City School District (OCSD) and the City of Oregon City Police Department (OCPD) for the period of September 1, 2023, through June 30, 2025.

BACKGROUND:

School Resource Officers allow the Oregon City Police Department an opportunity to have direct interaction with school staff, students, parents, and citizens in our community. Their goal is to establish a safe environment for the learning process and eliminate barriers between youth, young adults, and police. Public safety and law enforcement are the primary responsibility of the Resource Officers, with an emphasis on prevention.

The Police Department has been providing SRO services for the Oregon City School District for over 20 years. OCPD and the OCSD are renewing the IGA for District Resource Officers for the 2023-24 and 2024-25 school years, starting September 1, 2023, through June 30, 2025. The IGA allows for services to be provided by two (2) FTE SROs, as patrol staffing allows.

The only modification reflected in this IGA is an increase in compensation provided by the School District from \$60,000 to \$81,768.96 to reflect actual 0.5 FTE salary and benefits for one SRO position, which will be billed over a ten (10) month period. The

City will be responsible for the compensation for the remaining 1.5 SRO position. These two officer positions are included in the police department's 2023-25 biennial budget main staff salary and benefits. Compensation from the School District helps offset costs associated with a patrol officer(s) being assigned to the district.

The City and the District are proud of this collaboration which benefits the students, staff, and police officers in furthering the mission to “foster an efficient and cohesive program that will build a positive relationship between law enforcement and the youth of our community, with the goal of reducing and preventing school-related violence and crimes committed by juveniles and young adults.”*

** District Resource Officers Intergovernmental Agreement, paragraph 2.*

OPTIONS:

1. Approve the SRO IGA with the OCSD through June 30, 2025
2. Deny the SRO IGA with the OCSD through June 20, 2025

BUDGET IMPACT:

Amount: \$163,537.92

FY(s): 2023-24, 2024-25

Funding Source(s): Revenue

2023-2025
DISTRICT RESOURCE OFFICERS INTERGOVERNMENTAL AGREEMENT
Between the City of Oregon City Police Department and the Oregon City School District #62

This Intergovernmental Agreement (hereinafter "IGA") is made and entered into by and between the Oregon City Police Department (hereinafter "City") and the Oregon City School District (hereinafter "District") for the following purpose:

The IGA formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement and the youth of our community, with the goal of reducing crime committed by juveniles and young adults. This IGA delineates the mission, organizational structure, and procedures of the School Resource Officer Program (hereinafter "SRO Program") as a joint cooperative effort between the District and the City. The success of this program relies upon the effective communication between all involved employees, the principal of each individual Oregon City school, and other key staff members of each organization.

RECITALS

- A. The District is a public body engaged in providing educational services; and
- B. The City is a public body engaged in providing municipal services, including law enforcement, to its citizens; and
- C. The parties wish to establish a positive working relationship between themselves in a cooperative effort to prevent juvenile delinquency and assist in student development; and
- D. The parties have a public interest in maintaining a safe and secure environment on school campuses which is conducive to teaching and learning; and
- E. The parties wish to promote positive attitudes regarding law enforcement's role in society and to inform students of their rights and responsibilities as lawful citizens; and
- F. The parties find that the performance of this Agreement will benefit the public; and
- G. This Agreement is entered into pursuant to ORS 190.010, et seq.

AGREEMENT

NOW THEREFORE, in consideration of mutual benefits and obligations set forth herein, the parties hereby agree as follows:

TERM

The term of this IGA shall begin on September 1, 2023 and end on June 30, 2025, unless terminated earlier as provided herein. The parties may renew this IGA only by separate written agreement or addendum hereto, which must be executed by both parties.

MISSION, GOALS, AND OBJECTIVES

The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain safe, secure and orderly learning environments for students, teachers and staff. This is accomplished by assigning two Law Enforcement Officers designated as School Resource Officers (hereinafter SRO's) employed by the City to the District facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators and parents. Goals of the SRO Program include:

2023-2025

DISTRICT RESOURCE OFFICERS INTERGOVERNMENTAL AGREEMENT
Between the City of Oregon City Police Department and the Oregon City School District #62

1. Reduce incidents of school violence.
2. Maintaining a safe and secure environment on school grounds.
3. Reduction of criminal offenses committed by juveniles and young adults.
4. Establish a rapport between the SRO and the student population.
5. Establish rapport between the SRO and parents, faculty, staff, and administrators

Moreover, the SRO's will establish a trusting channel of communication with students, parents and teachers. The SRO's will serve as a positive role models to instill in students' good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO's will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO's can serve as a confidential source of counseling for students and parents concerning problems they face as well as providing information on community resources available to them.

CITY OBLIGATIONS

- A. **Composition.** The City shall assign two (2) full time law enforcement officers to serve as SRO's. The City shall retain the exclusive right to exercise the customary functions of management. The SRO's will be certified by the State of Oregon and meet all requirements as set forth by the Oregon Department of Public Safety Standards and Training. The City reserves the right to remove an SRO at any time if Police Department staffing levels fall below acceptable norms.
- B. **Supervision.** The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Police Department. Responsibility for the conduct of the SRO's, both personally and professionally, shall remain solely with the Police Department. The SRO's are employed and retained by the City, and in no event will be considered an employee of the District.
- C. **Selection.** The SRO positions will be filled per Police Department directives and its selection process. The Police Department will make the final selection of any SRO vacancy.
- D. **SRO Program Structure.** The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers), which is attached hereto and incorporated herein by reference. Under this framework, the SRO is first and foremost a law enforcement officer for the providing law enforcement agency. The SRO shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the law enforcement agency. All acts of commission or omission shall conform to the guidelines of the providing law enforcement agency directives. Non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.

The SRO is not a formal counselor or educator, and will not act as such. However, the SRO may be used as a resource to assist students, faculty, staff, and persons involved with the school. The SRO can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. The SRO may use these opportunities to build rapport between the students and the staff. However, the District shall maintain full, final, and plenary authority over

2023-2025

DISTRICT RESOURCE OFFICERS INTERGOVERNMENTAL AGREEMENT
Between the City of Oregon City Police Department and the Oregon City School District #62

curriculum and instruction within the District The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher, not the City or its employees, and the City and its employees shall not attempt to control, influence, or interfere with any aspect of school curriculum or classroom instruction except in emergency situations.

E. Duties and Responsibilities of the SRO. The responsibilities of the SRO will include but are not be limited to:

1. Enforce criminal law and protect the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policies and procedures manual of the Police Department School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on-campus or off- campus, during school hours.
2. Complete reports and investigate crimes committed on campus.
3. Coordinate, whenever practical, investigative procedures between Law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the District The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
4. Take appropriate enforcement action on criminal matters as necessary. The SRO shall, whenever practical, advise the principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.
5. The SRO will wear the Oregon City Police Department issued uniform with all normal accessories and equipment, including a taser, OC and firearm. The Police Department Support Commander may allow an exception to this rule at his/her discretion based on investigatory or policing needs.
6. The SRO shall be highly visible throughout the campus, yet be unpredictable in their movements. For officer safety reasons, the SRO shall not establish any set routine, which allows predictability in their movements and their locations.
7. Confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.
8. Comply with all laws, regulations, and school board policies applicable to employees of the District, including but not limited to laws, regulations and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided the SRO shall under no circumstances be required or expected to act or in a manner inconsistent with their duties as law enforcement officers. The use of confidential school records by the SRO shall be done only with the principal's approval and as allowed under the Family Educational Rights and Privacy Act. Any existing rights or benefits of personnel assigned under this agreement shall not be abridged, and remain in full effect.
9. Provide information concerning questions about law enforcement topics to students and staff.

2023-2025

DISTRICT RESOURCE OFFICERS INTERGOVERNMENTAL AGREEMENT
 Between the City of Oregon City Police Department and the Oregon City School District #62

10. Develop expertise in presenting various subjects, particularly in meeting federal and state mandates in drug/alcohol abuse prevention education, and provide these presentations at the request of the school personnel in accordance with the established curriculum.
 11. Prepare lesson plans necessary for approved classroom instruction.
 12. Provide supervised classroom instruction on a variety of law related education and other topics deemed appropriate and approved by the SRO's agency supervisor and a school administrator.
 13. The SRO shall attend school special events as needed (for example, PTA meetings). Upon request and approval by the District, any other expenses generated beyond the assigned workday (for example, school dances, football games, etc.) by the SRO or any other Police Officer in his/her absence will be billed to the District as they occur.
 14. Attend law enforcement agency in-service training as required. Reasonable attempts will be made to schedule such training to minimize his/her absence from school on an instructional day.
 15. Attend meetings of parent and faculty groups to solicit their support and understanding of the school resource program and to promote awareness of law enforcement functions.
 16. The SRO will be familiar with all community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and may make referrals when appropriate.
 17. It is the responsibility of the SRO to report schedule conflicts to the School District.
- F. Duties and Responsibilities of the SRO supervisor.** The responsibilities of the SRO supervisor will include but are not be limited to:
1. Coordinate work assignments of the SRO.
 2. Ensure SRO compliance with Police Department directives.
 3. Coordinate scheduling and work hours of the SRO's (Vacation requests, sick leave, etc.)
 4. Work with the schools to make any needed adjustments to the SRO program throughout the school year.
 5. Complete the SRO's annual performance evaluation. The SRO supervisor will request feedback from the schools designated contact person during the evaluation process.
- G. Enforcement.** Although the SRO has been placed in a formal educational environment, he/she are not relieve of the official duties as an enforcement officer. The SRO shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Oregon state law and department policy. The SRO and the Police Department will have the final decision on whether criminal charges shall be filed.
- H. Incidents Outside of the District.** The Police Department will reserve the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident or natural disaster.

2023-2025

DISTRICT RESOURCE OFFICERS INTERGOVERNMENTAL AGREEMENT
Between the City of Oregon City Police Department and the Oregon City School District #62

DISTRICT OBLIGATIONS

- A. **Accommodation.** The District shall provide the SRO's with a private, appropriately furnished and climate-controlled office space at the High School that can be secured and is reasonably acceptable to the Oregon City Police Department. This shall include but is not limited to a desk with drawers, chair, filing cabinet for files and records which can be properly locked and secured, a telephone and computer.
- B. **Working Relationship.** The District agrees to the following:
1. The District will provide reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program, goals and objectives.
 2. Administrators shall seek input from the SRO regarding criminal justice problems relating to students and site security issues.
 3. When school personnel discover weapons, drugs, alcohol, or the illegal contraband on school property, the SRO shall be notified as soon as reasonably possible. If no juvenile or criminal charges are to be filed and no administrative action is to be taken by the Schools, the contraband shall be confiscated by the SRO according to Police Department policy and properly disposed of.
 4. School personnel shall timely notify the SRO with the names of specific individuals who are not allowed on school property, and shall notify the SRO of any anticipated parental problems resulting from disciplinary action taken against a student.
 5. Work cooperatively with the Police Department to make any needed adjustments to the SRO program throughout the year.
 6. Provide the Police Department with updated copies of all laws, rules, regulations, and school board policies applicable to employees of the School, including but not limited to laws, rules, regulations and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises.
 7. Each principal will designate a contact person for the school to facilitate communication.

JOINT OBLIGATIONS

- A. **Contacts.** The City and the District shall each name a contact person who will monitor the program.
- B. **Compensation.** The District will provide \$81,768.96 each fiscal year to pay for the services of a .5 FTE SRO. The City will bill the District for this on a monthly basis over a period of ten months. The City will be responsible for the compensation for the remaining 1.5 SRO position. The City will be responsible for the payroll and payroll benefits and taxes for both (2.0 FTE) SRO positions.
- C. **Termination.** This Agreement may be terminated by either party, with or without cause, upon seven (7) days written notice to the other party.
- D. **Hold Harmless.** In accordance with the Oregon Constitution and the Oregon Tort Claims Act, subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other including its officers, agents, and employees against all claims, demands, actions and suits (including all attorney fees and cost) arising from the indemnity's performance of this Agreement where

2023-2025

DISTRICT RESOURCE OFFICERS INTERGOVERNMENTAL AGREEMENT
Between the City of Oregon City Police Department and the Oregon City School District #62

the loss or claim is attributable to the negligent acts or omissions of that party. The District and the Police Department mutually covenant and agree that neither party will insure the actions of the other, and each party will assume its own responsibility in connection with any claims made by a third party against the Police Department and/or the School District.

- E. Notice;** Any notice, consent or other communication in connection with this agreement shall be in writing and may be delivered in person, by mail or by email. If hand-delivered; the notice shall be effective upon delivery, if by email, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

If to the District:

Superintendent Dr. Dayle Spitzer
1417 12th Street,
Oregon City, Oregon 97045
dayle.spitzer@orecity.k12.or.us

If to the Police Department:

Chief Shaun Davis
1234 Linn Ave.
Oregon City; Oregon
sdavis@orcify.org

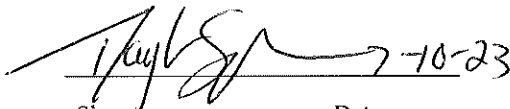
This has been agreed to in cooperation with the

City of Oregon City Police Department and the Oregon City School District No. 62.

As agreed to and in partnership with:

Superintendent Dr. Dayle Spitzer

Chief Shaun Davis



Signature Date

Signature Date



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Recorder Jakob Wiley

Agenda Date: 08/16/2023

SUBJECT:

Personal Services Agreement (PSA) with Willamette Falls Media Center for Cable Broadcast and Streaming Services

STAFF RECOMMENDATION:

Staff recommends approval of the PSA with Willamette Falls Media Center.

BACKGROUND:

Willamette Falls Media Center is the current provider for our broadcasting and streaming services. Oregon City, Gladstone, and West Linn established the precursor to Willamette Falls Media Center (the Clackamas Cable Access Board) in 1986. The organization shifted into a nonprofit in late-2011. Since then, we have contracted with Willamette Falls Media Center for these services.

Staff has conducted the public contracting process and posted a request for proposal. Willamette Falls Media Center was the sole proposal received.

OPTIONS:

1. Approve the PSA with Willamette Falls Media Center
2. Do not approve the PSA with Willamette Falls Media Center and provide further direction

BUDGET IMPACT:

Amount: \$200,000

FY(s): 2023-2025

Funding Source(s): General Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

**OREGON CITY MEETING MEDIA – CABLE BROADCAST
AND STREAMING SERVICES**

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY a municipal corporation of the State of Oregon ("City"), and Willamette Falls Studios ("Consultant") for a Cable Channel Management.

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, 2025, 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. City shall have the option to extend the term of this agreement up to an additional two (2) years on the same terms and rates as shown in Exhibit A for the additional period. The City may exercise this option by so notifying Consultant.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed two hundred thousand dollars (\$200,000.00).

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

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

sooner received.

To the City:

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

To Consultant:

Willamette Falls Studios
1101 Jackson St.
Oregon City, OR 97045

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

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

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

CITY OF OREGON CITY

Willamette Falls Studios

By: _____

Anthony J. Konkol, III
Title: City Manager

DATED: _____, 20____.

By: _____

Title: _____

DATED: _____, 20____.

By: _____

Jakob S. Wiley
Title: City Recorder

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

City Attorney



1101 Jackson St.
Oregon City, OR 97045
Office: 503-650-0275
Fax: 503-650-0198
www.wfmcstudios.org

FY 2023-2025

Proposal for City of Oregon City Public/Education/Government Media Services

Description of Organization

Friends of Willamette Falls Media Center Inc. /dba Willamette Falls Studios (WFS) is a 501 (c) (3), (EIN 80-0762454), governed by a Board of Directors. The studio currently manages five community Public, Education, and Government (PEG) channels, which include Milwaukie, Oregon City, Wilsonville, Canby, and Unincorporated Clackamas County, as well as, contributing content metro-wide on the Cable Access Network (CAN) channel. WFS provides full-scale video production services, studio and podcast facilities, video equipment checkout, video production education, digital media training, and access to the community cable channel's playback system. Additionally, WFS staff produces media content, provides consultation and technical support, and is proficient in working with all experience levels in media production. Any resident in a contracted service area is welcome to participate in media production classes at little to no out-of-pocket cost. The studio works with school districts throughout Clackamas County, to develop and expand media education programs and provides the community with access to opportunities in communication media, which supports the sharing of ideas and facilitates solutions to strengthen and support the educational, cultural, and civic fabric of Clackamas County. Operation's Mission Statement: To inspire lifelong learning, advance knowledge, and define communications through digital media technology to educate and strengthen our communities. All services in the proposed services can start September 1, 2023.

System Concept and Solution

PUBLIC ACCESS

1. WFS will provide Oregon City residents with full access to WFS studio to produce and edit TV programs for showing on the public access channel. Residents are welcome to reserve and check out facility space, and videography equipment maintained by WFS.
2. Residents of the City of Oregon City will be allowed to cablecast programs on public access channels at no charge.
3. WFS professional staff will assist with the editing and cablecast of community board notices submitted by City staff and residents on the public access channel.
4. Residents will be provided with full access to education and training for media production classes.
5. WFS will maintain the accessibility of services to Oregon City residents by:
 - Scheduling, monitoring, and maintaining editing computers, production facilities, and studios
 - Housing the City's Public channel server channel equipment and monitoring equipment. Also performing minor maintenance as needed. (Any additional equipt. repairs outside of general maintenance will be at cost to the city)
 - Managing and coordinating cablecast of programming on the Public Access channel, according to an established cablecast schedule.

GOVERNMENT ACCESS

1. WFS will provide the City with a videographer to operate the City-owned, on-site audio/video equipment located at City Hall and Libke Public Safety Facility, (625 Center St., & 1234 Linn Ave., Oregon City, OR 97045) for two (2) Commission meetings, two (2) Planning Commission meetings, and one (1) Commission Work Session each month, for a total of sixty (60) meetings annually. The City will be provided with a videographer, as needed on call, for any additional meetings, which will be contracted according to Rate Schedule A. Also available for other locations as requested.
2. WFS will produce audio/video media copies of meetings, in format(s) as requested.
3. WFS professional staff will assist with the editing and cablecast of community board notices submitted by City staff for the government access channel.
4. Audio and video output of each meeting cablecast and streamed, will be of the highest quality by the equipment provided.
5. WFS will coordinate, develop, maintain, and manage the programming of the channel server and playback schedule, for all programs and meetings. The meetings will be archived for one year unless requested otherwise by city staff.
6. As a non-profit entity, WFS has the benefit of providing cost-effective strategies for your City. WFS staff will work with City staff and the City's cable provider to enhance the audio and video quality of all cablecasts and will coordinate the selection and purchase of appropriate equipment.
7. WFS will provide media transport, as necessary.
8. WFS can provide staff on-call (by phone) to troubleshoot playback errors when they are identified.
9. WFS will house the City's Government channel server, encoder/decoder(s) and other channel equipment needed for cablecast. Basic maintenance will be done as needed. (Any additional equipt. repairs outside of general maintenance will be at cost to the city)
10. WFS will monitor the cable channel's cablecast delivery for consistency.

Program Management Structure

WFS Executive Director will be the direct contact for the City of Oregon City. The Executive Director will assign appropriate WFS staff for all projects. Assigned WFS staff will provide lead on the project(s) with ongoing communications with WFS Executive Director. Any changes to the scope of the project will be agreed upon approved and between WFS Executive Director and designated City of Oregon City staff. WFS's professional staff is cross-trained with similar skills in all aspects of media production.

Staffing will be as followed and is included in the base rates unless otherwise stated.

GOVERNMENT ACCESS

- Government Channel and Site Management: Steve Tarantola, On-Site Videographer; Melody Ashford, Executive Director
- City Government Meetings: Steve Tarantola will be the primary videographer with back up provided by Joseph Batdorf, Josh Reynolds and Melody Ashford.
- Consultations and Maintenance: Melody Ashford, Steve Tarantola, Steve Johnson and Josh Reynolds
- Playback Operations and Community Boards: Josh Reynolds and Rebecca Clark
- Additional Government Videography, Productions Services, and Training: Steve Tarantola, Melody Ashford, Gordon Christiansen, Josh Reynolds and Joseph Batdorf.

PUBLIC ACCESS

- Studio Operations Management: Melody Ashford, Executive Director
- Instruction/Studio Assistants: *Primary-* Joshua Reynolds, *Support Staff-* Steve Tarantola, Steve Johnson, Rebecca Clark and Melody Ashford
- Playback Operations and Community Boards: *Primary-* Joshua Reynolds, *Support Staff-* Steve Tarantola, Steve Johnson, Rebecca Clark, and Melody Ashford
- Consultations/Maintenance/Upgrades: Steve Johnson, Melody Ashford and Steve Tarantola, and Josh Reynolds
- Content Delivery Specialists: Joshua Reynolds, Melody Ashford, Steve Tarantola
- Production and Outreach Projects: Melody Ashford, Steve Tarantola, and Joshua Reynolds

Prior Experience (Our Team)

Willamette Falls Studios staffing currently employs 8 part-time staff members as follows:

- *Executive Director: Melody Ashford* – Over 38 years in media production with 35 of those years in community media services. Proficient in professional studio/field production and editing experience. Including, directing live government productions.
- *Office Assistant: Rebecca Clark* – Over 25 years of experience in office and personal assistance.
- *Engineering: Steve Johnson* – A degree in Television Technology, and has over 40 years in technical A/V services and engineering. Worked for WFTV/WFS for over 40 yrs.
- *IT/Playback Operations/ Location Videographer: Joshua Reynolds* – Josh holds an Associate Degree in Computer Applications; 10 years in Radio broadcasting; 10 years' experience in Video Production/Playback Operations. 5 years as a WFS instructor.
- *Studio Specialist/Location Videographer: Steve Tarantola* – Graduated from Florida State University with a B.S. in Media Production. 30 years' of professional studio/field production experience. Video editing, and instructor in the field of digital media and television.

- *Location Videographer: Meagan Brady-Wright:* Videographer with a 27-year history of producing informational, public, commercial, and event videos. Skilled in Camera, Video Editing, Audio Editing, Production Oversight, and directing live government productions.
- *Location Videographer: Gordon Christiansen:* Skilled in audio and video production. Operating his own business for 9 years with a total of 13 years producing informational, public, commercial, and events. Including, Video Editing, Audio Editing, Production Oversight, channel operations, and directing live government productions, and a Licensed Drone Pilot.
- *Location Videographer: Joseph Batdorf:* Videographer for 5 years. in addition to Camera operations, Video Editing, Audio Editing, directing live government productions, and a Licensed Drone Pilot.

WFS Board of Directors

- | | |
|--|---|
| • James Kunze – Board Chair | • Kerry Brown – <i>Board Member</i> |
| • David Hedges – <i>Vice Chair/Treasurer</i> | • Nancy Shearer – <i>Board Member</i> |
| • Karen Sorbel – <i>Secretary</i> | • George Shearer – <i>Board Member</i> |
| • Richard Marlow – <i>Board Member</i> | • Matthew Broderick – <i>Board Member</i> |
| • Emma Lugo – <i>Board Member</i> | |

Authorized Negotiator

James Kunze, WFS Board Chair
 1101 Jackson Street, Oregon City, OR 97045
 Cell Phone: 503-341-8157
 Email: kunzejj@gmail.com

Proposed Budget

Fiscal Year 2023/24		
PROGRAM AREA-Schedule B	MONTHLY AMOUNT	BUDGET AMOUNT
Government Access Operation	\$2,423.49	\$29,081.85
Public Access Operation	\$2,423.49	\$29,081.85
Population base rate	\$1,951.75	\$23,421
	\$6,798.73	\$81,584.76

Fiscal Year 2024/25		
PROGRAM AREA-Schedule B	MONTHLY AMOUNT	BUDGET AMOUNT
Government Access Operation	\$2,557.46	\$30,689.52
Public Access Operation	\$2,557.46	\$30,389.52
Population base rate	\$1,955.75	\$23,469
	\$7070.67	\$84,848.04

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7e.

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 Contractor Status.

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

(b) 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 7e.

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

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

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

(c) The payment of a claim in this manner

shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

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

7. Subconsultants and Assignment.

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

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

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

10. Compliance With Applicable Law.

Consultant shall comply with all federal, state, and

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

Page 2 of 5

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7e.

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/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.

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

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

Item 7e.

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 and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days

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

Item 7e.

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

CITY COMMISSION REGULAR MEETING

DRAFT MINUTES

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

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:03 PM.

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

STAFFERS: 11 - City Manager Tony Konkol, City Recorder Jakob Wiley, City Engineer Dayna Webb, Public Works Director John Lewis, Parks and Recreation Director Kendall Reid, Finance Director Matt Zook, Human Resources Director Patrick Foiles, IT Director Mike Dobaj, Communications Manager Jarrod Lyman, Assistant City Attorney Carrie Richter, Police Captain Shaun Davis

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

4. CITIZEN COMMENTS

Betty Mumm, resident of Oregon City, suggested separating the discussion on the fees from the MOUs with community organizations. She thought the costs to sports groups should only be for items that were above the regular maintenance of the parks. She questioned whether the half time employee was needed for the Ermatinger House. She thought Neighborhood Associations should be able to use a park for free two times per year.

Mayor McGriff clarified they were not doing MOUs with the Neighborhood Associations and the associations could use the parks for free, but they did have to make reservations.

William Gifford, resident of Oregon City, hoped the Commission would be advocating for the Urban Renewal measure and Fire District levy on the May 16 ballot.

Rita Maynard, resident of unincorporated Oregon City and co-president of Hillendale Pickleball Club, discussed their pickleball community and all the work their volunteers had done. They were asking the Commission to see what an asset they were and that in exchange for all they provided that they not be charged a fee to play on the courts.

5. PRESENTATIONS

5a. Clackamas Fire District No. 1 Presentation for the Emergency Services Levy

Brian Stewart, Assistant Chief, and Brent Olson, Operations Assistance Battalion Chief with Clackamas Fire District No. 1, discussed the proposed emergency services levy on the May ballot. He explained what the levy would provide, reasons for the levy, and upcoming open houses.

There was discussion regarding additional firefighters in Oregon City, response to wildfires, employee shortage, existing facilities accommodating the increase in employees, looking at lateral employees, and training in-house.

5b. 2022 - 2023 Community Satisfaction Survey

Jarrod Lyman, Communications Manager, introduced Jason Morado, vice president and Director of Community Research with ETC Institute. Mr. Morado gave a background on ETC Institute and discussed the survey's purpose and methodology, location of respondents, what they learned, and major findings. He thought the city was moving in the right direction.

There was discussion regarding the good observations and areas for improvement, variety of respondents, public comments and things the city had no control over, limited City funding, mandates from the State, and kudos to staff for their work.

6. **ADOPTION OF THE AGENDA**

Items 7a and 7e were pulled from the consent agenda. The agenda was adopted as amended.

7. **CONSENT AGENDA**

Motion made by Commissioner Marl, Seconded by Mayor McGriff, to adopt the consent agenda except for Items 7a and 7e. The motion carried by the following vote:

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

7a. Resolution No. 23-06, Adoption of Street Design Standards

Commissioner Smith discussed the different light styles in the city and areas the standards did not address. He asked if there was a phasing in of replacing the lights over time so the lights would eventually match.

John Lewis, Public Works Director, said in some cases ODOT supplied the wrong light and some were on private drives. The intention was to replace all the lights on a schedule staff and the budget could accommodate. They had to pick a different light for the new section of Molalla to follow the lighting standards for further spacing between lights due to the existing driveways. The past improvements on Molalla had a different spacing standard at the time.

Commissioner Smith would be voting no on this resolution because they were not following the design standards. They needed to be more specific about which lights went in which districts.

Mr. Lewis said staff could provide a more specific map.

There was consensus to bring this item back to the next meeting for consideration with an updated map.

7b. Personal Services Agreement with DeSantis Landscaping, Inc. for Landscaping Maintenance Services - Street Division (PS 20-013)

7c. MOXFIVE Contract for Network Restoration

Mike Dobaj, IT Director, explained the financial impact of the network restoration and what was coming back from insurance. This event was done, but there might be future costs for improving the system.

7d. Microsoft 3 Year Enterprise Agreement

7e. Removal of Heritage Tree Designation for Dead Austrian Pine Tree at Swimming Pool, 1211 Jackson Street

Kendall Reid, Parks and Recreation Director, clarified this had been reviewed by the Natural Resources Committee who made the recommendation to remove and replace the tree.

Motion made by Commissioner O'Donnell, Seconded by Mayor McGriff, to approve the removal of Heritage Tree Designation for dead Austrian Pine Tree at Swimming Pool, 1211 Jackson Street. The motion carried by the following vote:

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

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

9a. Resolution No. 23-07, Adopting New Parking Meter Fees in Downtown Zones

Shaun Davis, Police Captain, gave a background on the parking fees in downtown zones. New fees had to be approved by resolution, and he reviewed the current map of the parking zones.

Ryan Kersey, Code Enforcement Manager, discussed the impacts of the new fees, how many parking spaces would be affected, what other jurisdictions did, and kiosk replacements.

There was discussion regarding complaints, monitoring this going forward due to changes in the coming years, how the lot at 13th and Main should be signed as after-hours parking, how there would only be an increase in fees but no expanded hours or areas, encouraging businesses not to park on the streets on the weekends, and signage for after-hours parking on other City-owned properties.

Rolland Walsh, Oregon City business owner, discussed the daily complaints about the parking meters. They lost customers over it and it seemed like a tax on the daytime retail businesses. He suggested allowing the first half hour free.

Tom Geil, resident of Oregon City, said all the surrounding cities did not charge for parking. Retailers were reimbursing the parking fees to customers. He did not think there was a good reason to increase the rates for the retailers on the south side and suggested keeping the rates the same on the two blocks.

The Commission agreed to keep the fee consistent throughout downtown. It was suggested that businesses come up with a first hour free parking program.

Motion made by Commissioner Mitchell, Seconded by Commissioner Smith, to adopt Resolution No. 23-07, adopting new parking meter fees in downtown zones. The motion carried by the following vote:

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

A five-minute break was taken from 8:41 to 8:46 PM.

9b. First Reading of Ordinance 23-1004, the 2022-23 Street Tree Minor Code Amendments

Motion made by Commissioner Smith, Seconded by Mayor McGriff, to approve the first reading of Ordinance 23-1004, the 2022-23 Street Tree Minor Code Amendments. The motion carried by the following vote:

Yea: Mayor McGriff, Commissioner Marl, Commissioner Mitchell, and Commissioner Smith

Abstain: Commissioner O'Donnell

9c. I-205 Toll Project Environmental Assessment Discussion

Mr. Lewis said they had been working with the County, legal counsel, and consultants to analyze the information in the environmental assessment. He suggested amending the letter provided before it was sent to reference the County's letter and to fix typos.

The Commission suggested small changes to the letter.

Motion made by Commissioner Smith, Seconded by Commissioner Marl, to approve the letter as amended. The motion carried by the following vote:

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

Commissioner Mitchell expressed concerns about tolling the Abernethy Bridge. He suggested filing suit with other City partners against ODOT to stop the tolling on that segment. There was consensus for staff to investigate the possibility, but no action would be taken yet.

10. COMMUNICATIONS

11. City Manager

Tony Konkol, City Manager, said the city-sponsored events process was advertised and they received four applications. He asked if the next meeting could begin earlier for the Commission to review the applications.

There was consensus to meet earlier as suggested.

12. Commissioners

None

13. Mayor

None

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 9:39 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION WORK SESSION

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, May 09, 2023 at 6:00 PM

CONVENE WORK SESSION AND ROLL CALL

Mayor McGriff convened the meeting at 6:04 PM.

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

STAFFERS: 10 - City Manager Tony Konkol, Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Economic Development Manager James Graham, Police Chief Jim Band, 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, reviewed upcoming work session agenda items, which included an update of 2021-2023 Commission goals, a discussion of Loder Road, and a WES State of the District Presentation.

Commissioner O'Donnell asked to discuss adding a position to Code Enforcement. It was agreed that this would be best addressed during upcoming Budget Committee deliberations.

Commissioner O'Donnell also asked to discuss the Clackamette Park boat ramp.

Commissioner Marl requested an update on the old Public Works facility. Mr. Konkol said this information would be included in the Facilities Master Plan, which was put on hold due to the network disruption. There was consensus to receive an update on the Facilities Master Plan.

Mayor McGriff requested information on the city's broadband study results.

DISCUSSION ITEMS

2. Discussion of a Potential Ordinance to Exempt Vendors at Public Events from the Requirement to Obtain a Business License

James Graham, Economic Development Manager, would like to promote events in Oregon City in an effort to support tourism. He suggested that charging vendors to pay for temporary business licenses was cost-prohibitive.

Commissioner O'Donnell suggested that there is value in charging for a license since it would help track who is doing business in Oregon City. He suggested charging a reduced rate for temporary business licenses.

Commissioner Smith suggested that requiring vendors to acquire a business license for events creates work for staff. He asked if the license requirement applied to non-profit and for-profit vendors.

Mr. Konkol confirmed it applied to both, but that non-profit vendors did not have to pay for the license.

Commissioner Smith requested that the term "tourism related public events" in draft ordinance 23-1005 be changed to "events."

Commissioner Smith requested a definition for "fixed place of business" as discussed in the staff report. Mr. Konkol said that if a business did not have a brick-and-mortar location, the address registered to the business would be considered its fixed place of business.

Commissioner O'Donnell asked if a business licensed in another city would need an Oregon City business license for events. Mr. Konkol said the business would need either a Metro business license or an Oregon City business license.

Commissioner O'Donnell suggested using an electronic transaction for business licenses if staff time is a major concern.

Mr. Konkol said that staff time, processing, and enforcement were concerns, and suggested that there currently do not seem to be enough events to justify a licensing requirement.

Commissioner Marl suggested that the city should be aware of who is doing business in Oregon City but would like to streamline the licensing process. He suggested that the current price structure contributes to the complication.

Mayor McGriff read a public comment from Craig Danielson requesting that the city charge business license fees for events, stating that if it does not, a list of exemptions and the corresponding revenue loss should be required.

Discussion occurred over potential fee differences for one-day events, two-day events, weekend events, and recurring events.

Commissioner Smith requested staff feedback on the feasibility of charging for business licenses.

Mr. Graham suggested charging a business license fee to for-profit event organizers only.

Commissioner O'Donnell reiterated the importance of tracking who is doing business in Oregon City and suggested that related enforcement concerns could be addressed during the upcoming Budget Committee deliberations.

There was discussion around charging event organizers a full business license fee and charging vendors \$25 for a three-day temporary license.

There was a consensus to research what other jurisdictions do for business licenses as they apply to farmers markets.

3. Update on City Projects

Mr. Konkol provided an update on City projects.

Dement Park and Ermatinger House would be brought to the City Commission for Charter Park designation. Canemah rights-of-way issues and McLoughlin Promenade encroachments would be brought forth for discussion.

The location of the Cayuse 5 Memorial on the McLoughlin Promenade has been accepted.

The city worked with the Downtown Oregon City Association (DOCA) on a Main Street grant for the Clackamas County courthouse. The grant could not be submitted because Clackamas County, in its capacity as property owner, did not sign the application.

Commissioner Marl asked if the ARPA funds dedicated to the Main Street grant could be reallocated. Mr. Konkol replied that theoretically they could be.

Commissioner O'Donnell asked about plans for Liberty Plaza. Mayor McGriff said she was in discussions with Clackamas County about acquiring Liberty Plaza for the city.

Discussions are ongoing with the Confederated Tribes of the Grand Ronde (CTGR) regarding demolition site work and the future land use process to amend the Tumwata Village Plan. CTGR has requested an on-site visit with City staff to walk through the site again for a more formalized, detailed discussion of the plans.

A surveyor will likely be hired for Canemah right-of-way encroachments, which are potentially more significant than the McLoughlin Promenade encroachments.

CITY MANAGER'S REPORT

COMMISSION COMMITTEE REPORTS

4. Commissioner O'Donnell

- South Fork Water Board

The committee has upcoming budget deliberations. Mayor McGriff will attend the upcoming American Water Works Association training for local officials.

5. Commissioner Smith

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

West Linn Councilor Scott Irvin will join the South Fork Water Board.

The Heritage Committee is currently working on participating in the Rose Festival Parade.

6. Commissioner Marl

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

Commissioner Marl was unable to attend the C4 meeting due to Oregon City budget meetings. C4 had a staff update regarding legislation related to tolling which is now moot following the Governor's moratorium on tolling. Meetings of the Tolling Diversion Committee have been cancelled until the public comment period is closed and due to the Governor's moratorium.

Mr. Konkol spoke at the third Youth Advisory Committee (YAC) meeting was last night. The original dates for YAC were September through June but the committee decided to continue through the summer. YAC is still refining ideas on what the committee would like to tackle.

7. Commissioner Mitchell

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

Tri-Met gave a presentation at the C4 Metro Subcommittee about increasing the reliability of service on 82nd Avenue. Clackamas County Commissioner Paul Savas expressed concern about the lack of service available in Clackamas County.

There is a C4 retreat on June 2-3, 2023.

8. 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

Clackamas Water Environment Services is going into budget deliberations.

The Executive Director of the Downtown Oregon City Association (DOCA) is resigning, and the association is looking for an interim director.

Willamette Falls and Landings Heritage Area will have an upcoming work session to discuss membership concerns. Their legislative committee is redrafting National Heritage Area legislation to make the language more general. An intern has been hired to study the Chinese influence on the heritage area. The committee is considering a review of agricultural uses within the heritage area.

The Citizen Involvement Committee (CIC) included discussions about how to disseminate information, including advertising with Pamplin Media, using a large postcard for all neighborhood associations, and working with the Communications Manager.

A proposal exists by Metro stakeholders to raise the tipping fee. Mayor McGriff said she could not take a position on this proposal without further information.

Commissioner Mitchell suggested providing smaller-scale grants with the remaining funds from the City-Sponsored Public Events program. James Graham, Economic Development Manager, confirmed that there is \$55,000 remaining in the program budget.

ADJOURNMENT

Mayor McGriff adjourned the meeting at 7:35 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: Public Works Director John M. Lewis, PE

Agenda Date: 08/16/2023

SUBJECT:

SDC Appeal – 624 Main Street – Building Permit # BCOMM 23-00032

STAFF RECOMMENDATION:

Staff recommends denial of the appeal of assessed System Development Charges associated with the building permit application to remodel an existing structure for a new restaurant and upholding the staff decision allowing for SDC reduction only in the amount allocated to the “most recent legally approved use” approved after January 1, 2000.

EXECUTIVE SUMMARY:

Staff received a request for review of a building permit application for a new restaurant to be established at 624 Main Street. In reviewing the building permit application, a System Development Charge (SDC) assessment was completed including a request for a fee reduction due to the historic use of the building for hospitality and restaurant purposes. Upon review, staff concluded that Oregon City Municipal Code (OCMC) 13.20.050 authorizes SDC reductions in the amount attributable to the “most recent legally approved use” adopted after January 1, 2000. The “most recent legally approved use” for this structure was as retail use for Bridgeview Beer and Wine, established in 2004. According to the applicant / appellant (hereinafter “appellant”), all restaurant uses on the property occurred before 2000. Reduction in SDCs is authorized solely under the methodology set forth in OCMC 13.20. Any change to provide greater incentive for redevelopment of an existing structure is a policy question that would require an amendment to OCMC 13.20.

BACKGROUND:

Facts

Staff received a request for review of a building permit application - BCOMM 23-00032 for a new restaurant to be located at 624 Main Street. In reviewing the application, a System Development Charge (SDC) assessment was completed. Staff received the original SDC Request form on April 27, 2023, but staff requested additional information. After additional information was received and clarification was provided, staff assessed the SDCs on June 26, 2023 and concluded that:

The proposal is for a 7,670 square foot restaurant including 145 seats as well as a 1,409 square foot retail space restaurant/bar – a total of 9,079 square feet to replace the existing retail area that previously housed Bridgeview Beer and Wine. According to building permit records from 2014, Bridgeview Beer and Wine provided a storage and retail display use occupying a 9,079 square foot retail space.¹

Sanitary Sewer SDCs are calculated based on “equivalent dwelling units” (EDUs), even for nonresidential uses. For Oregon City, the sanitary SDC is \$2,962 per EDU; for Tri-City Sanitary District the charge is \$8,600 per EDU. Resolution 05-07 and as updated annually. Restaurants are one of the highest uses of sanitary sewer within the City creating one of the largest EDU calculations. A restaurant is assessed one EDU per every ten seats in the space. Applied to this restaurant use, 14.5 EDUs was assumed. Retail space is assessed one EDU per 1,900 square feet of retail space and therefore, one EDU was assumed. Combining a 145 seat restaurant and a 1,409 square feet of retail space creates 15.5 EDUs. The existing use of a 9,079 square foot of retail space creates a 2.4 EDUs reduction. Therefore, the sanitary SDC assumed a 13.1 EDU charge, after reduction.

Parks SDCs are calculated by using the number of employees coupled with an established cost of \$513 per employee. The restaurant / bar category assigns .004 employees per square feet and one employee per 225 square feet, whichever is greater. The calculation for general retail assumes .001 employees per square foot or one employ per 700 square feet, whichever is greater. Applying this formula to the facts of this case:

Proposed Restaurant: $7,670 / 224 = 34.08$ employees x \$513 per employee = \$17,487.60

Proposed Retail: $1,409 / 700 = 2.01$ employees x \$513 per employee = 1,032.60

Reduction: $9,079 / 700 = 12.97$ employees x \$513 = \$6,653.61

$\$17,487.60 + \$1,032.60 - \$6,653.61 = \$11,866.59$

¹ The subject property comprises two tenant spaces: 624 and 622 Main Street. Although the overall interior square footage consists of 11,361 square feet, only 9,079 square feet is proposed for redevelopment as part of this request.

Taken together the SDC charges are shown on the attached final development sheet as follows:

	Initial Fee:	Reduction	Net Fee
Transportation	\$0.00		
Sanitary Sewer, Oregon City	\$ 45,911.00	\$ 7,108.80	\$ 38,802.20
Sanitary Sewer, Tri-City Sanitary District	\$133,300.00	\$ 20,640.00	\$112,660.00
Stormwater	\$0.00		
Water	\$0.00		
Parks	\$ 18,520.20	\$ 6,653.61	\$ 11, 866.59
TOTAL	\$197,731.20	\$34,402.41	\$163,328.79

When the assessment was completed, the applicant requested additional review due to historic uses of the property. When staff receives these requests, an internal review was completed by the Public Works Director. The Public Works Director completed his review and made a determination on July 20, 2023 concurring with the staff assessment. On July 31, 2023, the appellant's representative filed an appeal of the SDC determination. This appeal was timely filed within the 14-day period allowed for the filing of a such an appeal under OCMC 13.20.070.A.

In the notice of appeal, appellant argues that (1) setting the reduction deadline based on the most recent use established after 2000 is arbitrary and unfair to older buildings with varied histories; (2) the sewer and park infrastructure necessary to serve the proposed uses exist and does not require expansion; and (3) giving credit for past uses would incentivize redevelopment and revitalization of existing resources.

Regulatory Framework

OCMC Chapter 13.20 sets the structure and standards for assessing and reducing SDCs. The Purpose and Applicability section, OCMC 13.20.010 provides, in relevant part:

“The purpose of this chapter is to create a system development charge (SDC) to be assessed on development including a new connection or increased size connection to an already existing structure or *use that increases the usage or demand on the city's sewer, water, stormwater drainage, parks and transportation systems*. SDCs are intended to pay for the cost of constructing or *providing capacity* in these city systems sufficient to accommodate new development. SDCs are imposed in addition to any assessments, exactions, dedications, charges, fees and

any other conditions of development approval application and shall be due and payable at the time of issuance of a building permit. Building permits include new connection or *increased size water and sanitary sewer connection permits for an already existing structure or use.*” Emphasis added.

In the case of building redevelopment, OCMC 13.20.050 contemplates a reduction in the otherwise applicable SDC as follows:

“In the event an applicant's development involves the redevelopment of property, the applicant may be eligible for a reduced SDC. In that event, the amount of the SDC assessed upon the development shall be calculated by the director as follows:

- A. The SDC required under the current methodology minus the SDC that would be attributable to the most recent structure or use (if one exists) for all adopted SDC types.

If the SDC attributable to the *most recent* structure or use exceeds the SDC assessed upon the applicant's development, then no SDC shall be owed and no refund or reimbursement shall be granted.” (Emphasis added)

“Most recent structure” is defined in OCMC 13.20.020 as:

“...any residential structure documented to exist using the city's record of historic aerial photos for year 1994 and after; *for non-residential structures means the most recent legally approved use conducted on the subject property after January 1, 2000.* A property upon which there has been no residential development since the 1994 aerial photo or upon which there has been no non-residential development after January 1, 2000 does not have a most recent structure or use.” (Emphasis added)

How the City has treated SDC reductions for redevelopment has evolved over time. From 1997 to 2014, the lookback period for a reduction based on previous use was the “most intensive” use occurring within the past 18 months. Ord. 97-1032. In 2014, the City adopted amendments allowing a reduction based on either: (1) the “most recent use” for redevelopment occurring within the last four years or (2) one-half of the SDC attributable to “most recent use” if established more than four years and less than eight years before. Attached Ord 14-1011. This period was extended to provide for a 10-year lookback for the offset sometime thereafter. Finally, in 2018, the provision was again amended to extend the look back to the most recent use established after the year 2000. Attached Ord 17-1013. Although the lookback period has been extended numerous times, since 2014, it has always focused on the “most recent use” and not the “most intensive” use.

Analysis

In completing research for determining the “most recent use”, building files and system development charge files as well as owner information were referenced. (see attached) These records indicate that the “most recent use” was a 9,079 square foot retail use established in 2014. OCMC 13.20.020 defines the “most recent structure” to be “the most recent legally approved use” since the year 2000. The retail space is the most recent use since the year 2000. While other uses identified by the appellant occurred prior to the year 2000, based on OCMC 13.20.020, the only use that shall be considered when calculating an SDC reduction is the most recent use since the year 2000. In this case, the most recent use was retail. All of the restaurant related uses identified by the appellant occurred before the year 2000 and they are not the most recent uses.

Most recently in Ord 17-1013, the City Commission established the current policy of allowing reduction based on the “most current use” established after the year 2000. The rationale for allowing an SDC reduction offset in the amount of a previously approved use is that the additional utility capacity made possible by the previously paid SDCs should carry forward and accommodate the new use. Here, it is unlikely that the historic restaurant uses, first established in 1991 (Rack-Em Billiards for 624 Main St) and 1984 (Goldberg’s Bakery and Café) paid any SDCs when they were first established.² As a result, there would be no paid funds to carry forward to accommodate the additional demand created by the proposed restaurant use that could be used to justify a reduction.

As quoted in the purpose provisions quoted above, SDC are imposed not only to pay for new utility service where none previously existed but also to expand existing facilities, increasing the capacity as necessary to serve increased demand. These improvements may occur before or after the collection of fees as improvement projects are prioritized by the City. Here, the sanitary sewer demand for 145 table restaurant use will be significantly greater than the previously approved retail use. Accommodating this increased demand requires expanded sanitary mains and additional park facilities to serve the additional employees. That said, the City’s collection system used by 624 Main Street connects to the Water Environment Services Trunk line located along 99E and the Willamette River seawall. This pipeline is on the WES capital improvement plan to be upsized at some future date and the project would qualify for SDC funding.

Rather than submitting proof of historic SDC payment, the appeal focuses on a policy argument that the City’s existing SDC charge and reduction structure offers insufficient incentive to encourage redevelopment of existing structures. As explained above, most recently as 2017, the City Commission established the current policy to allow for SDC reduction based on the “most recent use” looking back to 2000. The City Commission could certainly revisit this policy as an incentive to encourage redevelopment, but the current code language was carefully considered over several work sessions, and accomplishing as much would require a further amendment to OCMC 13.20.050.

² There are no records indicating how the SDC would have been calculated for these historic uses or whether any SDC was, in fact, paid.

Conclusion

In conclusion, staff recommends denial of the appeal because the assessment was completed based on the adopted SDC methodology and the assessment based the reduction on the 'most recent structure or use'. Any use prior to the year 2000 would not be valid for the assessment of reductions for SDCs.

OPTIONS:

1. Deny the appeal
2. Approve the appeal
3. Request additional information from staff and continue the appeal to a date certain

BUDGET IMPACT:

Amount: \$ 163,328.79

FY(s): 2023/2024

Funding Source(s): Sanitary Sewer SDCs, Parks SDCs

SDC Assessment, Reduction and Reimbursement Appeal

Bridgeview Brew Pub / Tap Room
 624 Main Street
 Oregon City, OR 97045
 BCOMM-23-00032

July 31, 2023

Appeal Request:

We request that the SDC fees assessed on this project be eliminated or significantly reduced.

General Project / Building Information:

The building currently houses Bridgeview Beer and Wine Supply and storage associated with this use. The exterior of the building received a major upgrade in 2014 with financial assistance from a Metro grant. The current project includes interior tenant improvements.

The building was originally constructed sometime prior to 1919 and housed the Methodist Church and the Adams General Store. When the church burned in 1919, the building was reconstructed, eliminating the upper level and was operated as the Price Brothers Store. From this time to the present the building, including both addresses of 622 and 624 Main Street, has been continuously utilized for a variety of retail and restaurant/hospitality purposes, as identified in the summary below. This information is documented through various items including Historic Resource Inventory forms, previous Grant applications, historic photos and restaurant menus.

622 / 624 Main Street Building Area Summary:

624 Main St Tenant Space:

<u>Main Level (Proposed):</u>	5,606 sf	Brew Pub / Tap Room (Tavern / Lounge)
<i>Previous Uses:</i>	<i>2004 - present</i>	<i>Storage / Display for Bridgeview Beer and Wine</i>
	<i>1994 – 2004</i>	<i>Bridgeview Beer and Wine Supply</i>
	<i>1991 – 1992</i>	<i>Rack-Em Billiards Pool Hall</i>
	<i>1967 – 1991</i>	<i>Phillips Apparel Store</i>
	<i>1957 – 1967</i>	<i>Cochrans Mercantile</i>
	<i>1952 – 1957</i>	<i>JC Penney</i>
	<i>1919 – 1952</i>	<i>Price Brothers Store</i>
	<i>1903 – 1919</i>	<i>Adams General Store</i>
	<i>Prior to 1919</i>	<i>Church</i>
<u>Basement (Existing):</u>	3,990 sf	Storage

ISELIN ARCHITECTS, P.C.

1307 Seventh Street Oregon City, OR 97045 p: 503-656-1942 f: 503-656-0658

<i>Previous Uses:</i>	1992 – present	Storage
	1967 – 1991	Phillips Apparel (clearance retail)
	1957 – 1967	Cochrans Mercantile
	1952 – 1957	JC Penney (Toy Department)

622 Main St Tenant Space:

Main Level (Existing): 1,765 sf Beer and Wine Supply

<i>Previous Uses:</i>	2004 – Present	Bridgeview Beer and Wine Supply
	2002 – 2004	Florist Shop / Furniture Shop
	1989 – 2002	Loud Music Store
	1984 – 1989	Goldberg's Bakery and Cafe
	1977 – 1984	Harry's Mustache Restaurant
	1972 – 1977	Good Morning Cafe

Building Total: 11,361 sf

Estimated Construction Cost: \$ 560,000

The System Development Charges assessed for this project include:

	Fee:	Reduction:	Net Fee:
Sanitary Sewer Oregon City:	\$ 45,911.00	\$ 7,108.80	\$ 38,802.20
Sanitary Sewer, Tri-City:	\$133,300.00	\$ 20,640.00	\$112,660.00
Parks, Oregon City:	\$ 18,520.20	\$ 6,653.61	\$ 11,866.59
Total:	\$197,731.20	\$ 34,402.41	\$163,328.79

Basis for Appeal:

Previous Uses

The SDC assessment provides some reduction/reimbursement for previous retail uses, but provides none for documented previous restaurant/hospitality use, including the Good Morning Café, Harry's Mustache, Goldberg's Bakery and Café or the Rack-Em Billiards Pool Hall, which served soft drinks and snacks. The previous use reduction/reimbursement expiration dating to the year 2000, is arbitrary and unfair to older, established buildings with long and varied use histories. Buildings that have sustained their use and viability over the course of more than 23 years should be rewarded rather than disregarded.

The net fees are not significantly different than they would be for a new development on a previously undeveloped site, providing little incentive for redevelopment within existing historic districts.

Applicability

Per Chapter 13.20 of the Municipal Code, "SDCs are intended to pay for the cost of constructing or providing capacity in these city systems (water, sewer, stormwater) sufficient to accommodate

ISELIN ARCHITECTS, P.C.

1307 Seventh Street Oregon City, OR 97045 p: 503-656-1942 f: 503-656-0658

new development.“ Chapter 13.20 also defines development as “... *any building permit resulting in increased usage of capital improvements and any new connection or increased size connection for a capital improvement*”. In the case of this building, and many other older buildings within the city’s downtown and historic districts, the infrastructure is already in place and able to accommodate the proposed **re**-development. Increased demand for water supply, if required, would be addressed through water meter upgrade fees.

Conclusion:

The requested SDC reduction may be achieved in part or whole by providing reduction/reimbursement for previous restaurant/hospitality use prior to the year 2000 for the full building area. While the exact square footages of previous restaurant/hospitality uses is not documented, it is known that they served as primary building functions. Identifying the prior usage area breakdowns for an older building is difficult if not impossible. This makes it challenging to calculate a reasonable fee reimbursement based on square footages.

It should be noted that the basement has, so far, not been incorporated into the SDC fee discussion. It has previously been used as retail space in conjunction with main level retail uses and is now utilized as storage.

The need for SDC fees to support and expand infrastructure as required for new development projects is understandable. It is not so clear-cut or logical for redevelopment projects, where infrastructure exists and does not require expansion. As someone who has worked on many historic renovation and rehabilitation projects in the city, I am familiar with the difficulty of anticipating and understanding SDC assessments and justifying them to clients. The fact that, in many cases, SDC fees have been reduced after discussions with the city is beneficial to the project/owner, but results in a general lack of transparency and clarity regarding the basis and calculation of the fees.

In a city that values and emphasizes its heritage and historic resources, it seems that there should be more incentive to preserve and rehabilitate the buildings that are integral to our historic districts. An SDC reduction that recognizes the full extent of a building’s past uses as well as a limitation on fees charged for previously developed parcels with existing infrastructure makes sense and would serve to promote redevelopment and revitalization of our existing resources.

Thank you for your consideration.



Jessica Iselin, Project Architect
Representing Larry Medearis, Property Owner



OREGON CITY

Public Works

625 Center Street | Oregon City OR 97045
Ph (503) 657-0891 | Fax (503) 657-7829

Application for Final Calculation of System Development Charges

Please enter or select your answer in the gray box to the right of the prompt.

Applicant

Name	Larry Medearis
Mailing address, line 1	624 Main St
Mailing address, line 2	Oregon City, OR 97045
Telephone number (numbers only)	503-803-8147
E-mail address	bridgeviewbeerandwine@yahoo.com
Building permit number (or leave blank)	BCOMM-23-00032
Estimate or final calculation?	Final Calculation
Application type	Tenant Improvement
Definition of application type	Construction by a tenant within an existing building
Instructions for remaining sections	Complete all remaining sections. All entries should refer only to the building area that is being improved. SDCs that have been paid for any existing use will be netted against SDCs owed for the proposed use.
Effective date of SDC estimate	6/26/2023

Site

Site address, line 1	624 Main St
Site address, line 2	Oregon City, OR 97045
Map number from property tax statement	2-2E-31AB-07000
Land area	13,069.00
Units used in land area	Square feet

System Development Charge Types to Be Included

Transportation	Yes
	7,670sf restaurant, 1,409sf retail vs. 9,079sf retail
Sanitary sewer	Yes
	145 seat restaurant, 1,409 sf retail vs. 9,079sf retail
Stormwater	No
Explain exclusion.	No new impervious area
Water	No
Explain exclusion.	No new or increased size of water service
Parks	Yes
	7,670sf restaurant, 1,409sf retail vs. 9,079sf retail

Assumes 3,990 sf of storage space remains existing and proposed

Summary of Final Calculation

Transportation, Vehicles	\$0.00
Transportation, Bike/Ped, General	\$0.00
Transportation, Bike/Ped, Residential	\$0.00
Sanitary Sewer, Oregon City	\$38,802.20
Sanitary Sewer, Tri-City Sanitary District	\$112,660.00
Stormwater, Oregon City	\$0.00
Water, Oregon City	\$0.00
Water, South Fork Water Board	\$0.00
Parks, Oregon City	\$11,866.59
Total System Development Charges	\$163,328.79

Josh Wheeler, PE
 Prepared by: _____
 Date: _____ 6/26/2023

City Engineer or Public Works Director: Josh Wheeler
 Date: _____ 6/26/2023

opment Services\Finance\SDC\SDC Est & Final Calc Sheets\2023\624 Main - Bridgeview - BCOMM-23-00032\OC



System Development Charge (SDC) Request Form

Complete the SDC Request Form for determination of SDC charges that apply to a development project.

The SDC Request Form is required when:

- Applying for a building permit
- Requesting a SDC estimate for proposed Non-Residential development project

SDC(s) may be charged when:

- Expansion/Addition of commercial floor area square footage (e.g. addition of square footage to the existing structure including addition of mezzanine, building story, or other structure addition; addition of new structure on the property)
- Expansion/Addition/Change in restaurant/bar uses (when the number of seats is changing)
- Change in use or occupancy (e.g. new tenant improvements)
- Increasing size or number of water meter(s) or sanitary sewer service lateral(s)
- Redevelopment, new development, or incremental development
- Any other changes that will increase the intensity of the use

NOTE TO APPLICANT: The following information will be used to determine the appropriate SDCs for the water, wastewater, stormwater, transportation (vehicles and bikes/pedestrians), and park facilities. It is important that the information provided includes detailed descriptions as applicable.

BASIC INFORMATION (complete as much information as is known)					
Date of SDC Request Application	4-27-23	Date of Building Application:	4-20-23	Building Permit # / Planning File #:	BCOMM-23-00032
Project Name / Business Name:	Bridgeview TI		Project Owner / Applicant Name:	Larry Medearis	
Project Site Address:	624 Main St		Contact Person:	Larry Medearis	
Contact Phone #:	503-803-8147	Contact Email:	bridgeviewbeerandwine@yahoo.com		
Parcel Number (Tax Map and Taxlot #):	2-2E-31AB-07000		Parcel Area (Square Feet):	7,600	
Contact Mailing Address:	624 Main St Oregon City, OR 97045				

GENERAL INFORMATION (be as detailed as possible)	
Check Box that applies to proposed development:	☒ Existing Structure New Tenant ☐ New Structure ☐ Addition to Existing Structure ☐ Other (Explain Below)
Detailed Description of Proposed Use(s): Interior tenant improvements to accommodate a new restaurant/brew pub within the existing building.	

13.20.050 - SDC reduction or reimbursement.

In the event an applicant's development involves the redevelopment of property, the applicant may be eligible for a reduced SDC. In that event, the amount of the SDC assessed upon the development shall be calculated by the director as follows:

A. The SDC required under the current methodology minus the SDC that would be attributable to the most recent structure or use (if one exists) for all adopted SDC types.

If the SDC attributable to the most recent structure or use exceeds the SDC assessed upon the applicant's development, then no SDC shall be owed and no refund or reimbursement shall be granted.

"Most recent structure or use" for residential structures means any residential structure documented to exist using the city's record of historic aerial photos for year 1994 and after; for non-residential structures means the most recent legally approved use conducted on the subject property after January 1, 2000. A property upon which there has been no residential development since the 1994 aerial photo or upon which there has been no non-residential development after January 1, 2000 does not have a most recent structure or use.

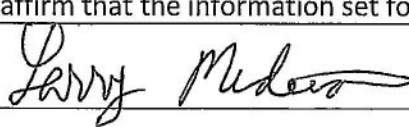
13,069 sf building : Existing space = 9,079 sf retail + 3,990 sf storage

Proposed space = 7,670 sf restaurant + 1,409 sf retail + 3,990 sf storage

Item 8a.

EXISTING USE INFORMATION (place N/A if not applicable)					
Existing Building Total Square Footage:	13,069	Existing Building (Proposed Suite Only) Square Footage:	11,516	Date (MM/YYYY) Previous Use Ended:	
Previous Use of Building or Suite to be Occupied:		Previous uses included restaurant, retail and storage			
☐ Building/Suite has never been occupied					
Detailed Description of Existing Use(s) or Previous Use/Tenant: Tenant space has been utilized as storage for Bridgeview Beer and Wine Supply for approximately 10 years, but was previously used as a restaurant, pool hall and retail space existing use of restaurant, pool hall were prior to year 2000					
Existing Water Service			Proposed Water Service		
Number of Meters:	1	Size of Meter(s):	1"	Number of Meters:	?
☐ No existing water service is provided			☐ No proposed water service(s) ☒ Existing water service(s) to remain		

PROPOSED USE – TECHNICAL INFORMATION (place N/A if not applicable)			
Existing Structure Square Footage:	13069	Addition to Existing Structure Square Footage:	0
Proposed Structure Square Footage:	13069	Number of Dwelling Units:	0
If the proposed use is a restaurant (or coffee shop; bar; similar use)	Number of Proposed Seats:		145
If the proposed use is an assisted living use or hospital	Number of Proposed Beds:		NA
If the proposed use is a school	Number of Proposed Students:		NA
If the proposed use is a hotel	Number of Proposed Rooms:		NA
If the proposed use is a car wash	Number of Proposed Wash Stalls:		NA
If the proposed use is a laundromat	Number of Proposed Machines:		NA
If the proposed use is a fueling station	Number of Proposed Fuel Stations:		NA
If the proposed use is a food cart pod	Number of Proposed Food Carts:		NA
Anticipated Hours of Operation:	11 am - 10 pm daily	Anticipated Number of Patrons:	30 AVG
Anticipated Total Number of Employees:	20 FTE	Anticipated Number of Employees per Shift:	6

Applicant's Acknowledgement and Signature:	
By submitting this SDCs Request Form, I affirm that the information set forth in it is true and complete.	
SIGNATURE	

SDCs Request Submittal Requirements:

The applicant is required to provide the following items in order to receive SDC amounts for a building permit or an estimate:

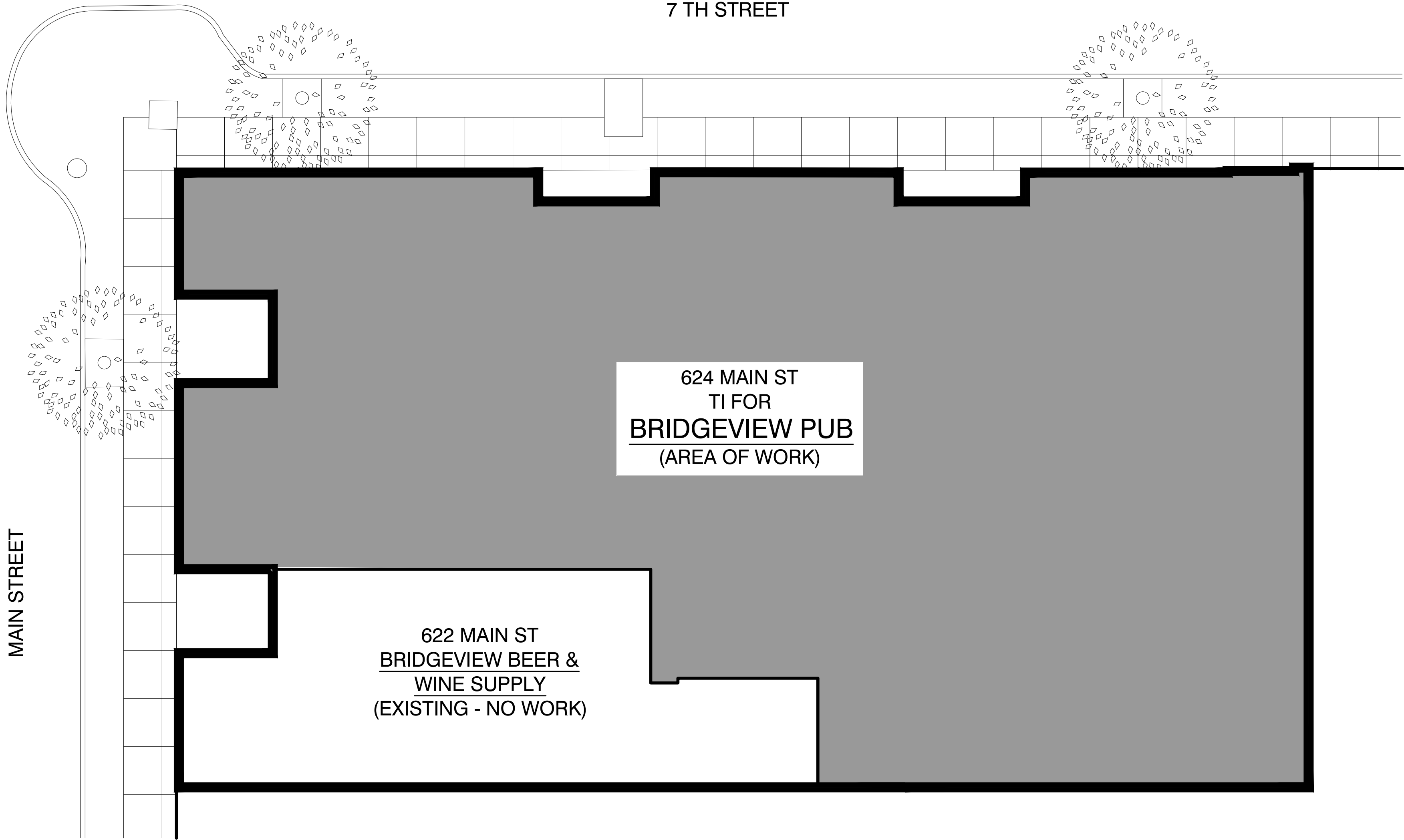
1. Completed SDC Request Form
2. Building plans (electronic file, pdf format)

City of Oregon City
Public Works Department
APPROVED FOR CONSTRUCTION

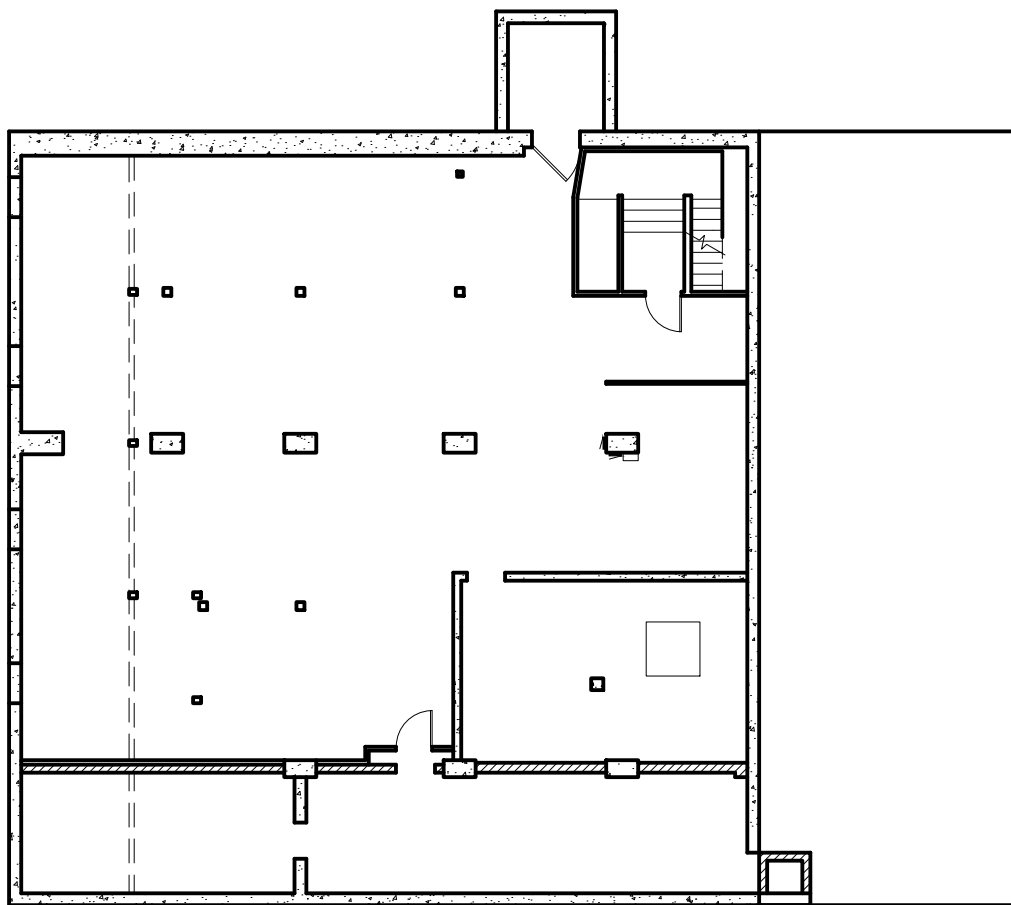
☒ Approved as Submitted
☐ Approved as Noted in Red

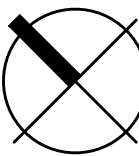
By: Patrick Armstrong

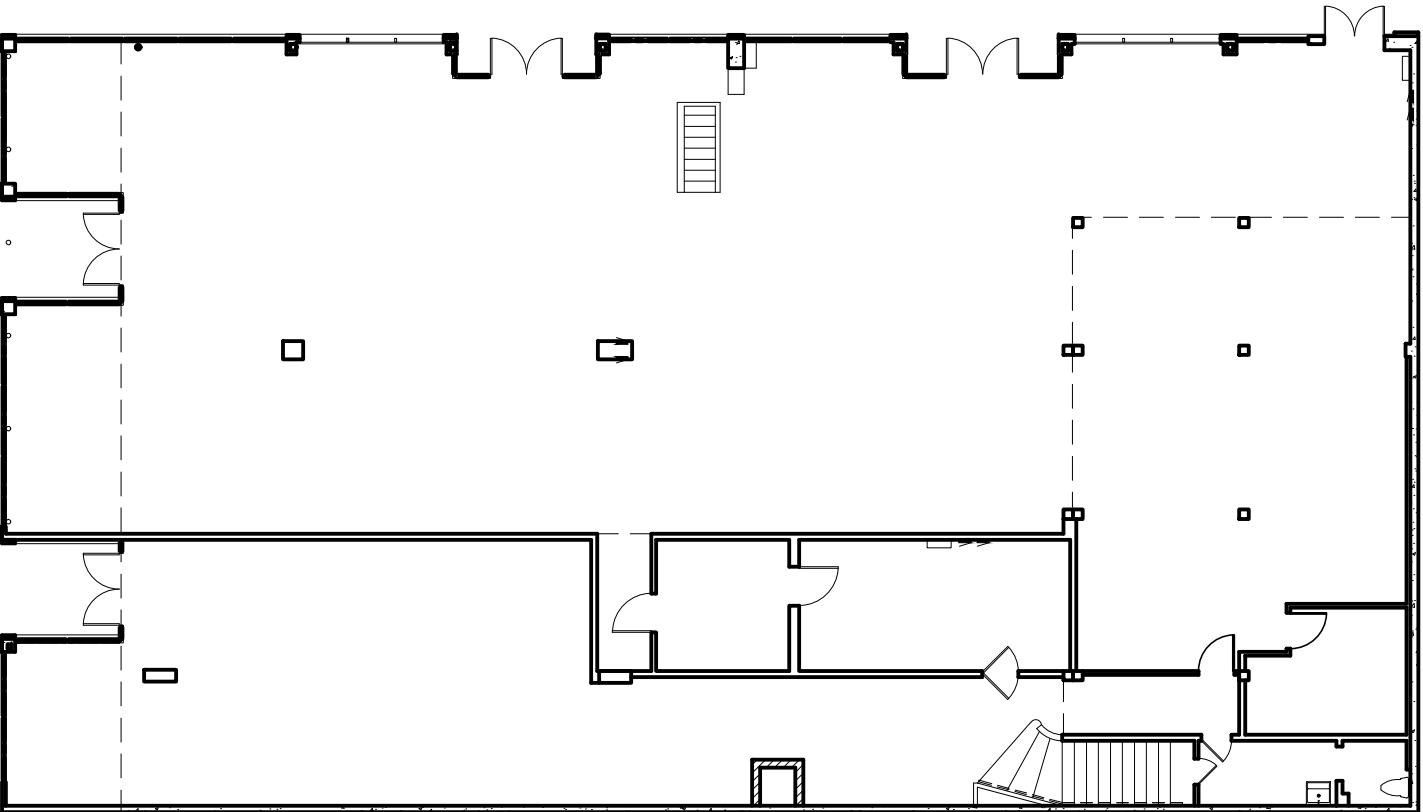
Date: 5/2/2023

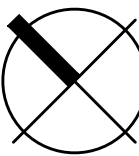


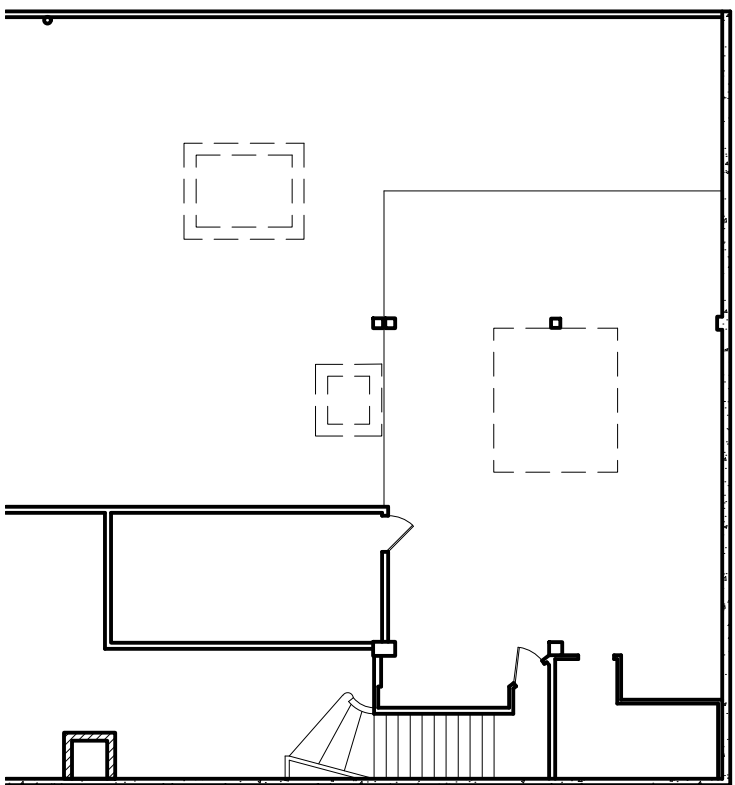
 SITE PLAN
1/8" = 1'-0"



 EXISTING BASEMENT PLAN
1/16" = 1'-0"



 EXISTING MAIN LEVEL PLAN
1/16" = 1'-0"



 EXISTING MEZZANINE PLAN
1/16" = 1'-0"

DRAWING INDEX

- A1.0 SITE PLAN & GENERAL INFORMATION

A1.1 CODE SUMMARY, FIRE & LIFE SAFETY PLAN

A1.2 MAIN LEVEL FLOOR PLAN

A1.3 MEZZANINE FLOOR PLAN

A1.4 BASEMENT FLOOR PLAN

A1.5 LIGHTING PLANS

A3.1 SECTIONS

A3.2 SECTIONS

A3.3 SECTIONS

A4.1 INTERIOR ELEVATIONS

A5.1 DETAILS

A6.1 SPECIFICATIONS, SCHEDULES
- S1.0 STRUCTURAL NOTES

S2.1 LOWER LEVEL FOUNDATION PLAN

S2.2 MAIN FLOOR & UPPER FOUNDATION FRAMING PLAN

S2.3 PLATFORM FLOOR FRAMING PLAN

S2.4 MEZZANINE LEVEL FLOOR FRAMING PLAN

S3.1 CONNECTION DETAILS

S3.2 CONNECTION DETAILS

S3.3 CONNECTION DETAILS

PROJECT INFORMATION

PROJECT DESCRIPTION	INTERIOR TENANT IMPROVEMENTS TO AN EXISTING BUILDING TO ACCOMMODATE A NEW BREW PUB
ADDRESS	624 MAIN STREET OREGON CITY, OR 97045
TAX LOT	2-2E-31AB-07000
COUNTY	CLACKAMAS
ZONE	MUD
SITE AREA	+/- 7,600 SQ. FT.

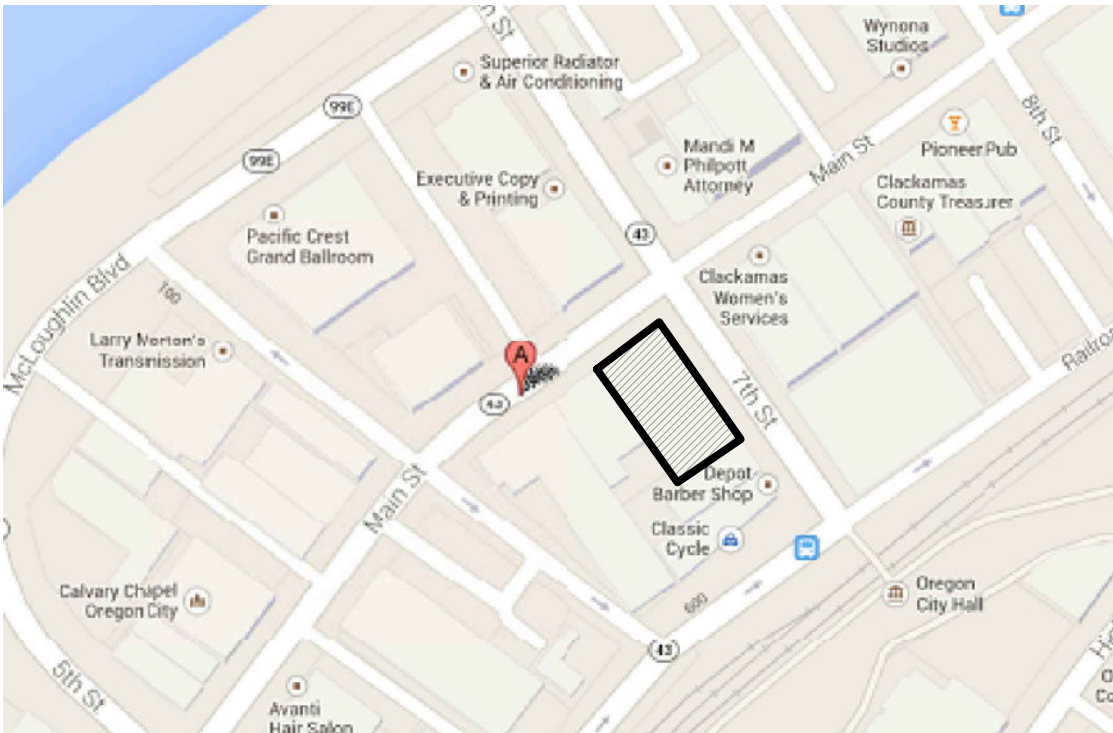
- UNDER SEPARATE PERMIT:
- ELECTRICAL
 - MECHANICAL
 - PLUMBING
 - FIRE SPRINKLERS

CONTACT INFORMATION

OWNER
LARRY MEDEARIS
622 MAIN STREET
OREGON CITY, OR 97045
(503) 803-8147
bridgeviewbeerandwine@yahoo.com

ARCHITECT
ISELIN ARCHITECTS, PC
1307 7TH ST
OREGON CITY, OR 97045
CONTACT: JESSICA ISELIN
(503) 656-1942
jessica@iselinarch.com

STRUCTURAL ENGINEER
JAS ENGINEERING, INC
1419 WASHINGTON ST
OREGON CITY, OR 97045
CONTACT: ANDY STEMBER
(503) 656-1942
andy@jasenginc.com



 VICINITY MAP



ISELIN
ARCHITECTS
P.C.

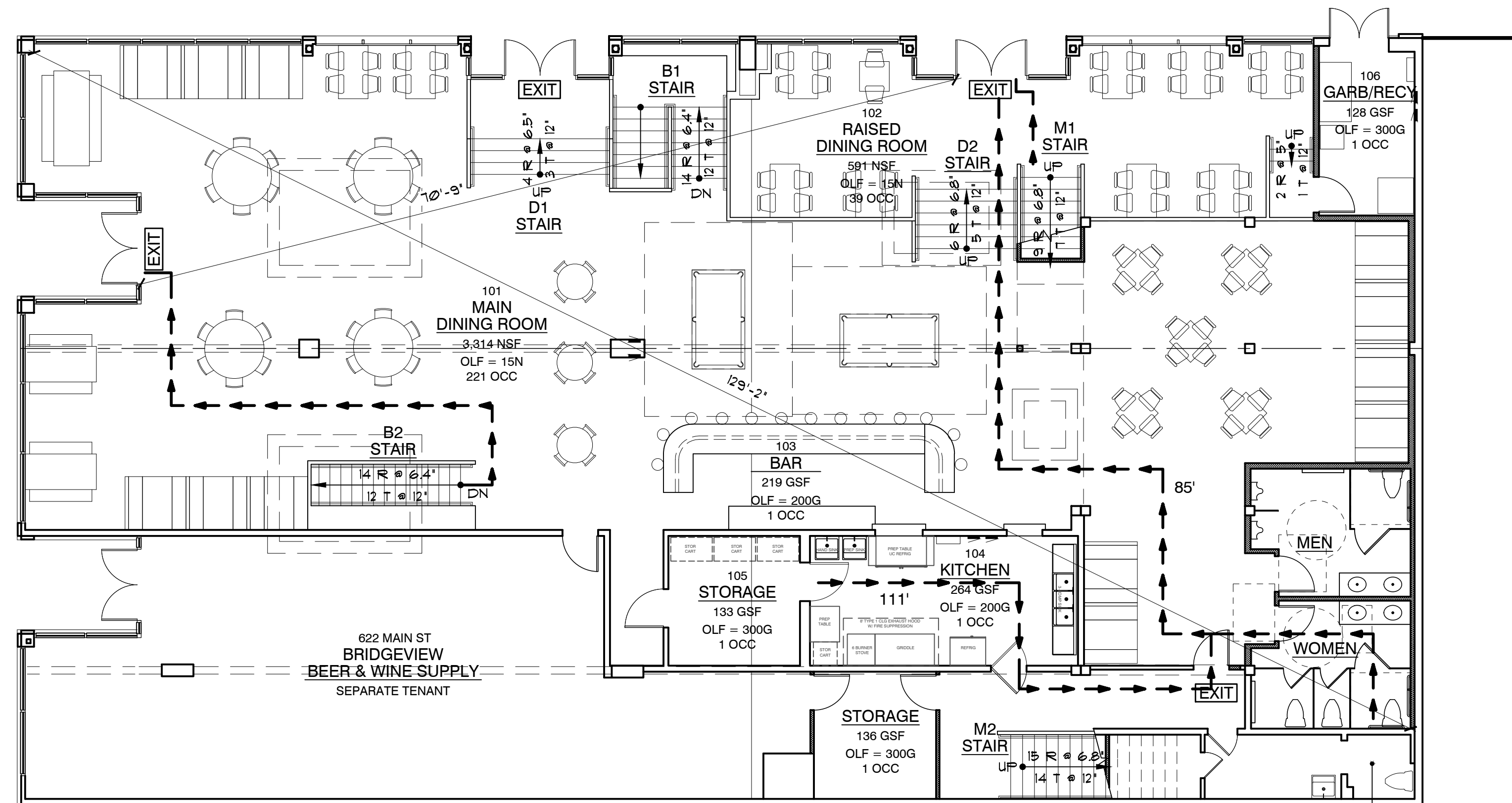
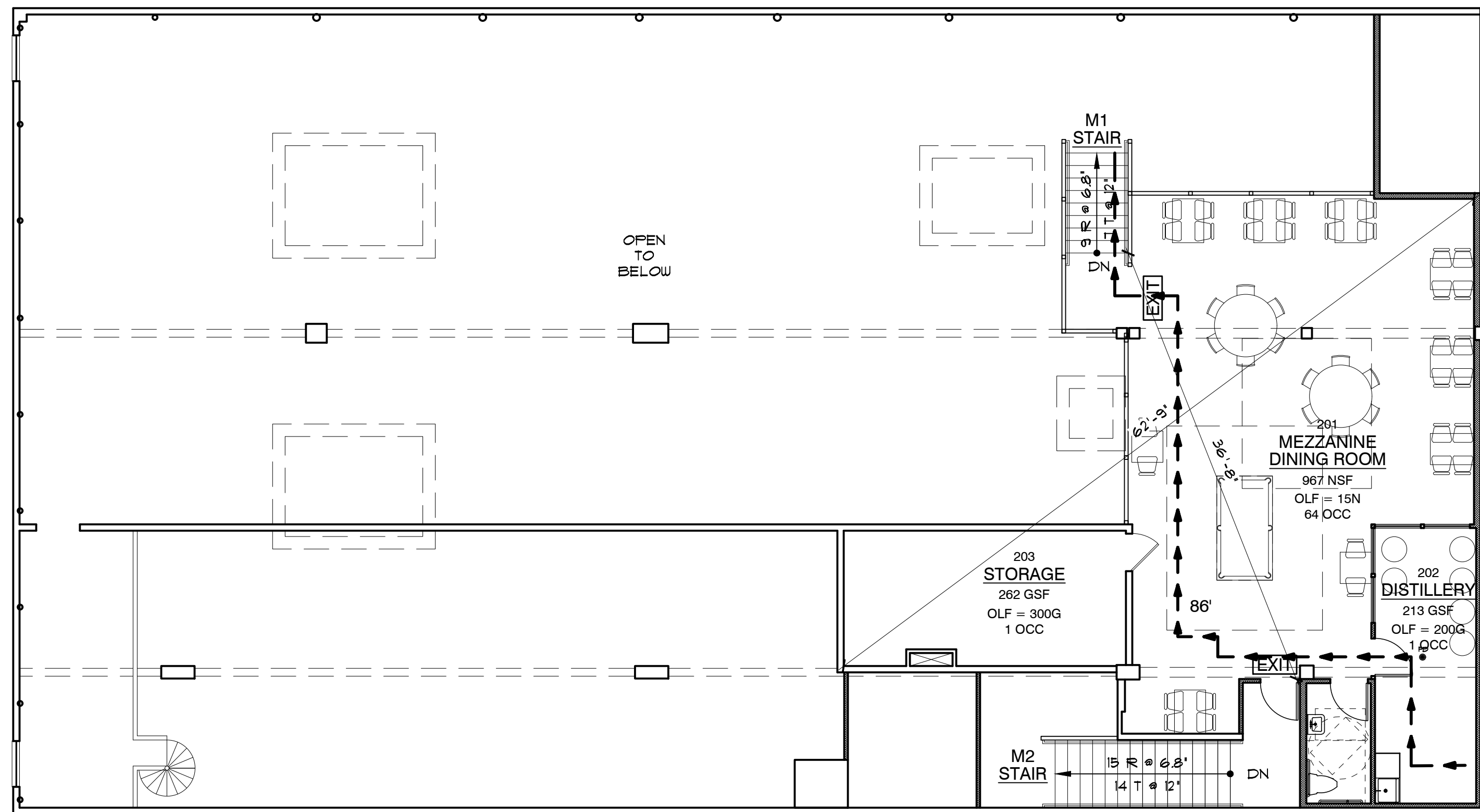
1307 Seventh Street
Oregon City, OR 97045
503-656-1942 ph
503-656-0658 fax
www.iselinarchitects.com



Interior Tenant Improvements
Bridgeview Pub
624 Main Street Oregon City, OR 97045

PROJ. NO. : 2249
FILE : A-SIT
DATE : 4/17/23

SHEET #
A1.0



BUILDING CODE SUMMARY

OVERALL BUILDING INFORMATION

STORIES	1	PLUS MEZZANINE & BASEMENT
AREA	EXISTING	
MAIN LEVEL (BREW PUB)	5,606 SF	
MEZZANINE (BREW PUB)	1,705 SF	
MAIN LEVEL (MERC)	1,409 SF	(SEPARATE TENANT)
MAIN LEVEL (COMMON)	359 SF	(STORAGE, HALL, STAIR)
BASEMENT (BREW PUB)	3,990 SF	
TOTAL	13,069 SF	
OCCUPANCY	A-2, RESTAURANT M, MERCANTILE F-2, BREWERY	MAIN LEVEL, MEZZANINE MAIN LEVEL BASEMENT
	A-2, NON-SEPARATED ASSUMED FOR ENTIRE BUILDING	
CONSTRUCTION TYPE	V-B	
SPRINKLERS	TO BE FULLY SPRINKLERED	
ALLOWABLE HEIGHT	60' / 2 STORIES	
ALLOWABLE AREA	24,000 SF	
OCCUPANCY SEPARATION	NON-SEPARATED	
FIRE RESISTIVE RATINGS		
SOUTH & EAST WALLS	2 HR	< 5' FROM PROPERTY LINE, BASED ON M OCCUPANCY (EXIST'G CONC WALLS +/- 10" THICK)
NORTH & WEST WALLS	NR	> 10' TO CENTERLINE OF ROW
STAIR M2	1 HOUR	ENCLOSED USEABLE SPACE BELOW STAIR

BRIDGEVIEW BREW PUB TENANT SPACE INFORMATION

MAIN LEVEL	5,880 SF	4,773 SF (OPEN AREA FOR MEZZANINE)
MEZZANINE	1,605 SF	34% OF OPEN AREA BELOW
BASEMENT	4,031 SF	
TOTAL	11,516 SF	

OCCUPANCY	A-2, RESTAURANT F-2, BREWERY	MAIN LEVEL, MEZZANINE BASEMENT
CONSTRUCTION TYPE	V-B	
SPRINKLERS	FULLY SPRINKLERED	
OCCUPANCY SEPARATION	NON-SEPARATED, BASED ON A-2 OCCUPANCY	

EGRESS	AREA	OLF	OCC LOAD	EXITS REQ'D	EXITS PROV.
MAIN LEVEL					
MAIN DINING 101	3,314 NSF	15 N	221	2	3
RAISED DINING 102	591 NSF	15N	39	1	3
BAR 103	219 GSF	200G	1	1	1
KITCHEN 104	264 GSF	200G	1	1	1
STORAGE 105	133 GSF	300G	1	1	1
GARBAGE/RECYCLING 106	128 GSF	300G	1	1	1
MEZZANINE					
DINING ROOM 201	967 NSF	15N	64	2	2
DISTILLERY 202	213 GSF	200G	1	1	1
STORAGE 203	262 GSF	300G	1	1	1
BASEMENT					
BREWERY 001	2,728 GSF	100G	27	1	2
STORAGE 002	403 GSF	300G	1	1	1
STORAGE 003	435 GSF	300G	1	1	1
MECHANICAL 004	3771 GSF	300G	1	1	1
OCCUPANT LOAD BY ROOM			360		

EXIT ACCESS TRAVEL DISTANCE 250' MAX.

PLUMBING SYSTEMS

WATER CLOSETS	REQUIRED 1 PER 75 MALE / 1 PER 75 FEMALE 180 MALE = 3 / 180 FEMALE = 3
LAVATORIES	1 PER 200 MALE / 1 PER 200 FEMALE 180 MALE = 2 / 180 FEMALE = 2

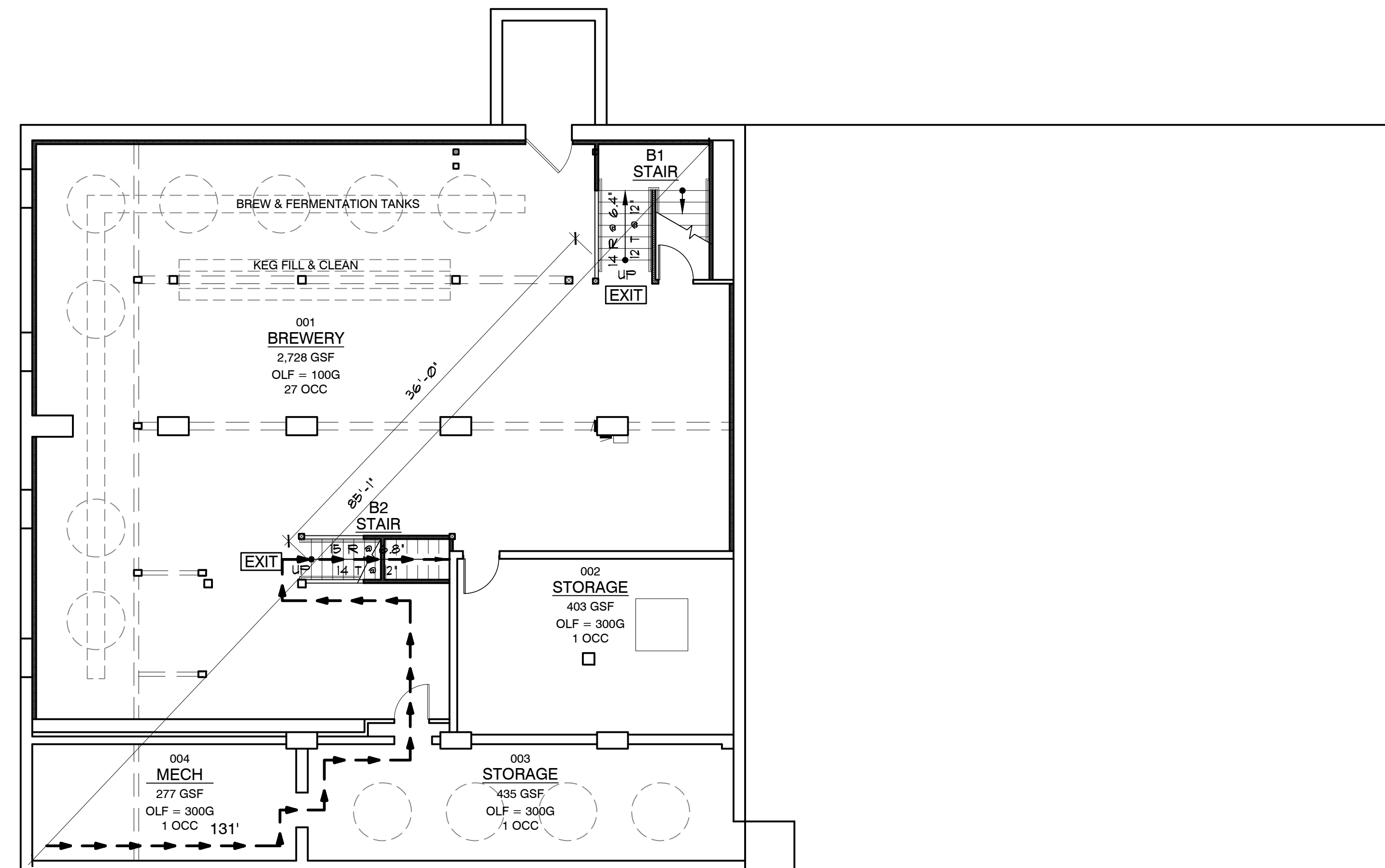
PROVIDED	
MEN	(1) WC, (2) URINALS, 2 LAVATORIES
WOMEN	(3) WATER CLOSETS, 2 LAVATORIES
SINGLE USER	(1) WATER CLOSET, 1 LAVATORY

ACCESSIBILITY	MAIN LEVEL DINING AREA, BAR, KITCHEN, BATHROOMS & STORAG FULLY ACCESSIBLE
---------------	--

ENERGY CODE

COMPLIANCE PATH ASHRAE SECTION 5. PRESCRIPTIVE BUILDING ENVELOPE

ROOF	EXISTING ROOF INCLUDES R-30 RIGID INSULATION ABOVE DECK
WALLS	R-13 + R-3.8 CONTINUOUS
ABOVE GRADE	R-7.5 CONTINUOUS
BELOW GRADE	EXISTING SLAB / NO FRAMING CAVITIES
SLAB	



ISELIN ARCHITECTS P.C.

1307 Seventh Street
Oregon City, OR 97045
503-656-1942 ph
503-656-0658 fax
www.iselinarchitects.com

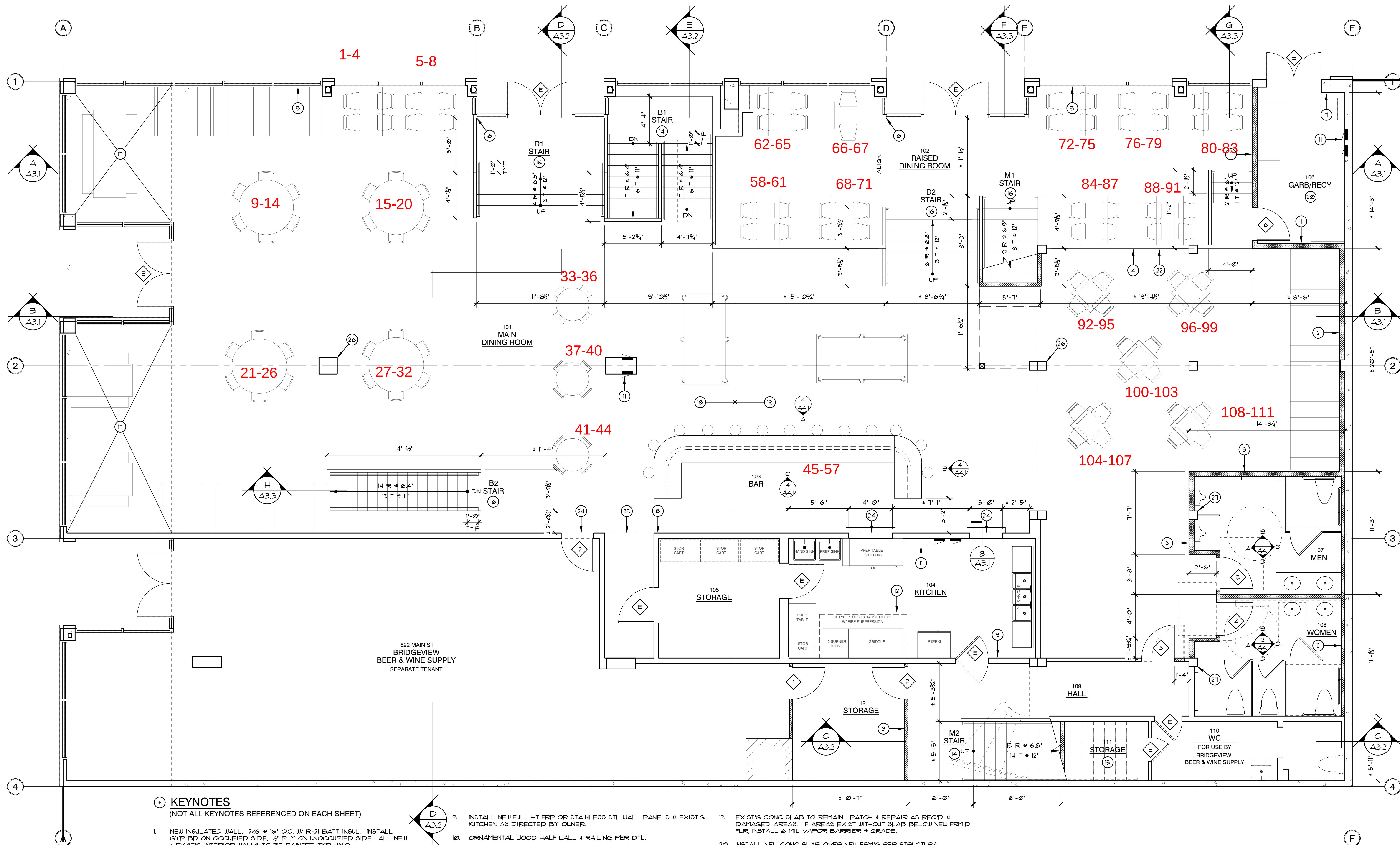


Interior Tenant Improvements
Bridgeview Pub
624 Main Street Oregon City, OR 97045

PROJ. NO. : 2249
FILE : A-FLS
DATE : 4/17/23

SHEET #

A1.1

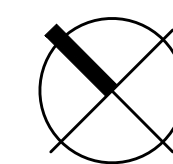


KEYNOTES (NOT ALL KEYNOTES REFERENCED ON EACH SHEET)

- NEW INSULATED WALL: 2x6 @ 16" O.C. W/ R-21 BATT INSUL. INSTALL GYP BD ON OCCUPIED SIDE, 1/2" FLY ON UNOCCUPIED SIDE. ALL NEW & EXIST'G INTERIOR WALLS TO BE PAINTED TYP. UNO.
- INSTALL R-3.8 MIN CONT RIGID INSUL @ EXIST'G CONC WALL & FURR W/ 2x4 @ 24" O.C. W/ R-13 MIN BATT INSUL. GYP BD FINISH ON OCCUPIED SIDE.
- NEW UNINSULATED WALL: 2x4 (2x6 WHERE REQ'D FOR PLUMB'G) @ 16" O.C. W/ GYP BD FINISH EA. SIDE, TYP. UNO. VFY LOCATIONS TO RECEIVE ACOUSTIC INSUL W/ OWNER.
- NEW HALF WALL TO 42" ABOVE FIN FLR: 2x4 @ 16" O.C. W/ GYP BD FINISH EA. SIDE. REF STRUCTURAL FOR ADD'L FRM'G & STRAPPING REQMTNS.
- FINISH INTERIOR FACE OF ALL EXIST'G EXTERIOR FRAMED WALLS W/ GYP BD.
- TRIM EXIST'G RECESSED STOREFRONT ENTRY WALLS W/ 1x WD TRIM, PAINT.
- INSTALL GYP BD FINISH OVER FT 2x FLAT STUDS @ 24" O.C. @ EXIST'G CONC LOCATIONS TOO SMALL TO ACCOMMODATE TYP FURR'G.
- PATCH & REPAIR EXIST'G INTERIOR FRAMED & FINISHED WALLS, CLGS POSTS & BEAMS AS REQ'D, PAINT.

- INSTALL NEW FULL HT FRP OR STAINLESS STL WALL PANELS @ EXIST'G KITCHEN AS DIRECTED BY OWNER.
- ORNAMENTAL WOOD HALF WALL & RAILING PER DTL.
- EXIST'G ELECTRICAL SERVICE PANELS TO REMAIN.
- EXIST'G EQUIP & FIXTURES TO BE REMOVED, RELOCATED &/OR RE-INSTALLED AS DIRECTED BY OWNER.
- EXIST'G SHAFT FOR KITCHEN HOOD VENT THRU MEZZANINE. NO FIRE RESISTIVE RATING REQ'D.
- DEMOLISH EXIST'G STAIR & CONSTRUCT NEW PER PLANS, SECTIONS, DETAILS & STRUCTURAL.
- INSTALL (2) LAYERS 5/8" TYPE 'X' GYP BD @ CLG & WALLS OF ENCLOSED USEABLE SPACE BELOW STAIR AS REQ'D FOR 1-HR FIRE RATING.
- NEW WD FRM'D STAIR. REF STRUCTURAL FOR NEW FRM'G & REVISIONS TO EXIST'G.
- NEW 3/4" FLY SH'T'G OVER TAPERED 2x SLEEPERS @ 16" O.C. AS REQ'D TO LEVEL FLR THIS AREA. FINISH W/ WD FLR'G TO MATCH EXIST'G.
- EXIST'G WD FLR'G TO REMAIN. PATCH & REPAIR AS REQ'D @ DAMAGED AREAS.

- EXIST'G CONC SLAB TO REMAIN. PATCH & REPAIR AS REQ'D @ DAMAGED AREAS. IF AREAS EXIST WITHOUT SLAB BELOW NEW FRM'D FLR, INSTALL 6 MIL VAPOR BARRIER @ GRADE.
- INSTALL NEW CONC SLAB OVER NEW FRM'G PER STRUCTURAL.
- INSTALL NEW SELF-LEVELING UNDERLAYMENT OVER EXIST'G SH'T'G & SLOPE TO NEW FLOOR DRAIN.
- PROVIDE MIN 18" x 24" CRAWLSPACE ACCESS. VFY LOCATIONS W/ OWNER.
- INSTALL NEW 2x BLK'G @ 16" O.C. @ EXIST'G FRM'G @ NEW WALLS PARALLEL TO JOISTS OR AS REQ'D FOR FIRE BLK'G.
- CUT OPNG IN EXIST'G WALL FOR NEW DOOR OR WINDOW. REF STRUCTURAL FOR HEADER.
- INSTALL NEW HDR PER STRUCTURAL @ EXIST'G WALL OPNG.
- SAND, STAIN & SEAL EXIST'G EXPOSED WD COLUMNS, TYP UNO.
- WRAP EXIST'G COL W/ GYP BD. FINISH PER INT ELEV'S.



MAIN LEVEL FLOOR PLAN

1/4" = 1'-0"

FLOOR PLAN LEGEND

- NEW FRAMED WALL
- EXIST'G WALL/ELEMENT TO REMAIN
- EXIST'G WALL/ELEMENT TO BE REMOVED

ISELIN ARCHITECTS P.C.

1307 Seventh Street
Oregon City, OR 97045
503-656-1942 ph
503-656-0658 fax
www.iselinarchitects.com



Interior Tenant Improvements

Bridgeview Pub

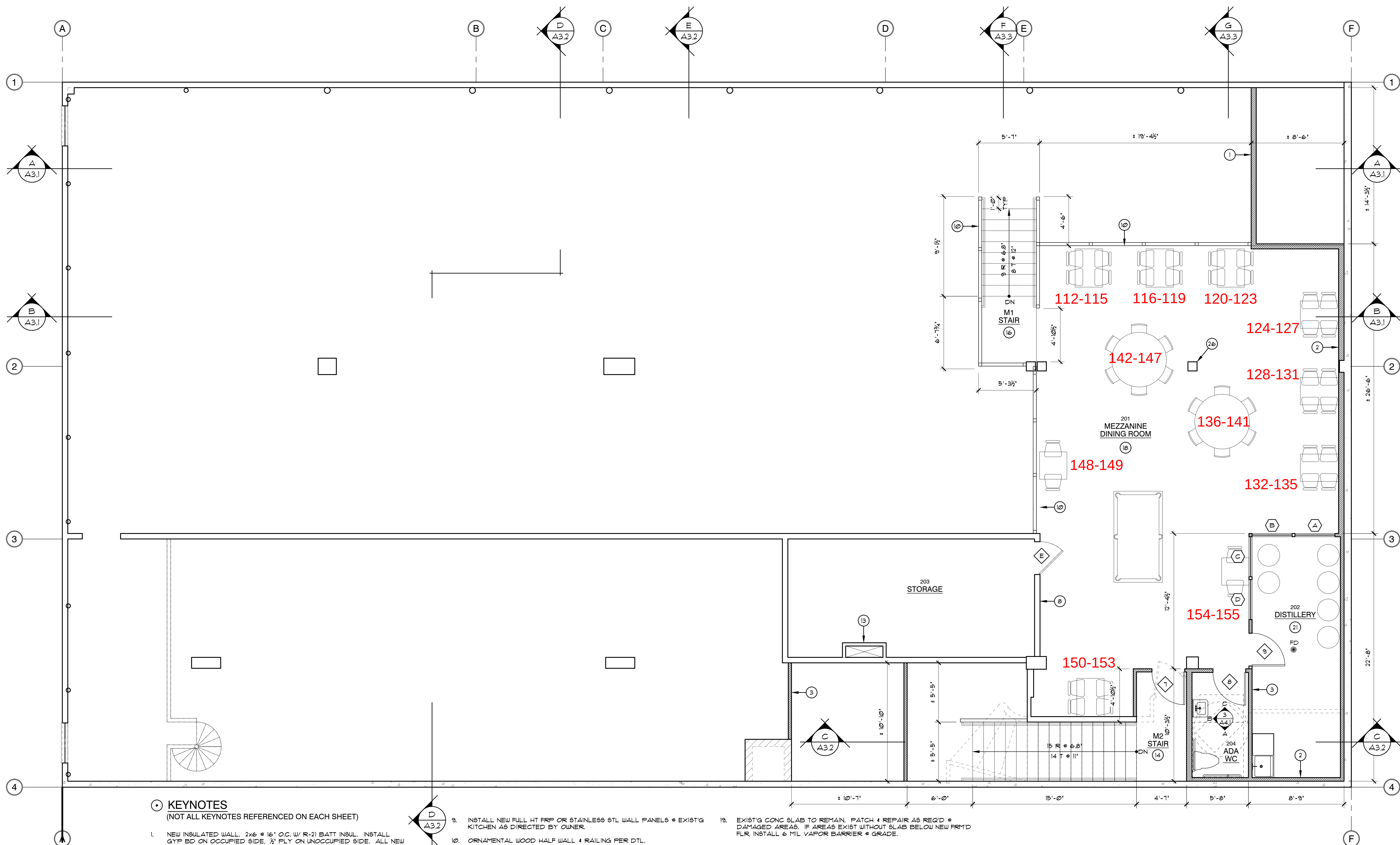
624 Main Street Oregon City, OR 97045

PROJ. NO.: 2249
FILE: A-FP
DATE: 4/17/23

SHEET #

A1.2

FLOOR PLAN

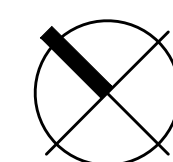


KEYNOTES (NOT ALL KEYNOTES REFERENCED ON EACH SHEET)

1. NEW INSULATED WALL, 2x6 @ 16" O.C. W/ R-21 BATT INSUL. INSTALL GYP BD ON OCCUPIED SIDE, 1/2" PLY ON UNOCCUPIED SIDE. ALL NEW & EXIST'G INTERIOR WALLS TO BE PAINTED TYP. UNO.
2. INSTALL R-3.8 MIN CONT RIGID INSUL @ EXIST'G CONC WALL & FURR W/ 2x4 @ 24" O.C. W/ R-13 MIN BATT INSUL. GYP BD FINISH ON OCCUPIED SIDE.
3. NEW UNINSULATED WALL, 2x4 (2x6 WHERE REQ'D FOR PLUMB'G) @ 16" O.C. W/ GYP BD FINISH EA. SIDE, TYP. UNO. VFY LOCATIONS TO RECEIVE ACOUSTIC INSUL W/ OWNER.
4. NEW HALF WALL TO 42" ABOVE FIN FLR, 2x4 @ 16" O.C. W/ GYP BD FINISH EA. SIDE, REF STRUCTURAL FOR ADD'L FRM'G & STRAPPING REQ'TS.
5. FINISH INTERIOR FACE OF ALL EXIST'G EXTERIOR FRAMED WALLS W/ GYP BD.
6. TRIM EXIST'G RECESSED STOREFRONT ENTRY WALLS W/ 1x WD TRIM, PAINT.
7. INSTALL GYP BD FINISH OVER FT 2x FLAT STUDS @ 24" O.C. @ EXIST'G CONC LOCATIONS TOO SMALL TO ACCOMMODATE TYP FURR'G.
8. PATCH & REPAIR EXIST'G INTERIOR FRAMED & FINISHED WALLS, CLGS POSTS & BEAMS AS REQ'D, PAINT.

9. INSTALL NEW FULL HT FRP OR STAINLESS STL WALL PANELS @ EXIST'G KITCHEN AS DIRECTED BY OWNER.
10. ORNAMENTAL WOOD HALF WALL & RAILING PER DTL.
11. EXIST'G ELECTRICAL SERVICE PANELS TO REMAIN.
12. EXIST'G EQUIP & FIXTURES TO BE REMOVED, RELOCATED &/OR RE-INSTALLED AS DIRECTED BY OWNER.
13. EXIST'G SHAFT FOR KITCHEN HOOD VENT THRU MEZZANINE. NO FIRE RESISTIVE RATING REQ'D.
14. DEMOLISH EXIST'G STAIR & CONSTRUCT NEW PER PLANS, SECTIONS, DETAILS & STRUCTURAL.
15. INSTALL (2) LAYERS 5/8" TYPE 'X' GYP BD @ CLG & WALLS OF ENCLOSED USEABLE SPACE BELOW STAIR AS REQ'D FOR 1-HR FIRE RATING.
16. NEW WD FRM'D STAIR. REF STRUCTURAL FOR NEW FRM'G & REVISIONS TO EXIST'G.
17. NEW 3/4" PLY SHTH'G OVER TAPERED 2x SLEEPERS @ 16" O.C. AS REQ'D TO LEVEL FLR THIS AREA. FINISH W/ WD FLR'G TO MATCH EXIST'G.
18. EXIST'G WD FLR'G TO REMAIN. PATCH & REPAIR AS REQ'D @ DAMAGED AREAS.

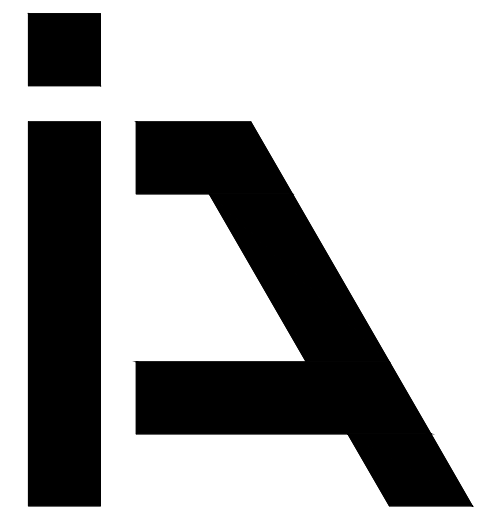
19. EXIST'G CONC SLAB TO REMAIN. PATCH & REPAIR AS REQ'D @ DAMAGED AREAS. IF AREAS EXIST WITHOUT SLAB BELOW NEW FRM'D FLR, INSTALL 6 MIL VAPOR BARRIER @ GRADE.
20. INSTALL NEW CONC SLAB OVER NEW FRM'G PER STRUCTURAL.
21. INSTALL NEW SELF-LEVELING UNDERLAYMENT OVER EXIST'G SHTH'G & SLOPE TO NEW FLOOR DRAIN.
22. PROVIDE MIN 18" x 24" CRAWLSPACE ACCESS. VFY LOCATIONS W/ OWNER.
23. INSTALL NEW 2x BLK'G @ 16" O.C. @ EXIST'G FRM'G @ NEW WALLS PARALLEL TO JOISTS OR AS REQ'D FOR FIRE BLK'G.
24. CUT OPNG IN EXIST'G WALL FOR NEW DOOR OR WINDOW. REF STRUCTURAL FOR HEADER.
25. INSTALL NEW HDR PER STRUCTURAL @ EXIST'G WALL OPNG.
26. SAND, STAIN & SEAL EXIST'G EXPOSED WD COLUMNS, TYP UNO.
27. WRAP EXIST'G COL W/ GYP BD. FINISH PER INT ELEV'S.



MEZZANINE FLOOR PLAN

FLOOR PLAN LEGEND

- NEW FRAMED WALL
- EXIST'G WALL/ELEMENT TO REMAIN
- EXIST'G WALL/ELEMENT TO BE REMOVED



**ISELIN
ARCHITECTS
P.C.**

1307 Seventh Street
Oregon City, OR 97045
503-656-1942 ph
503-656-0658 fax
www.iselinarchitects.com



Interior Tenant Improvements

Bridgeview Pub

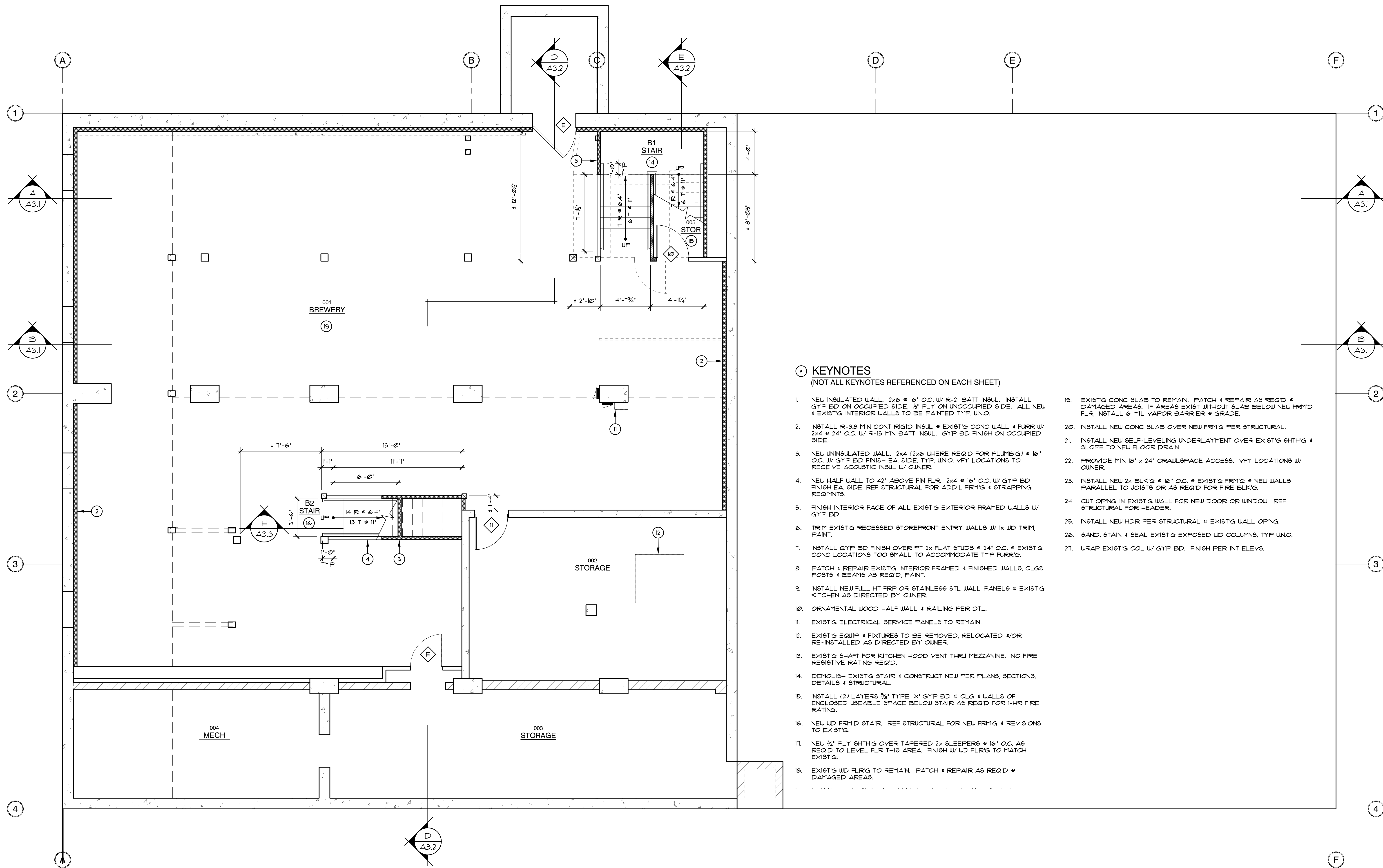
624 Main Street Oregon City, OR 97045

PROJ. NO. : 2249
FILE : A-FP
DATE : 4/17/23

SHEET #

A1.3

FLOOR PLAN



BASEMENT FLOOR PLAN

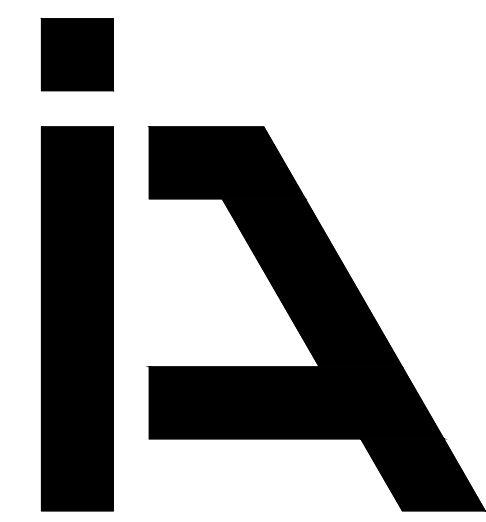
FLOOR PLAN LEGEND

- NEW FRAMED WALL
- EXIST'G WALL/ELEMENT TO REMAIN
- EXIST'G WALL/ELEMENT TO BE REMOVED

KEYNOTES

(NOT ALL KEYNOTES REFERENCED ON EACH SHEET)

- NEW INSULATED WALL, 2x6 @ 16" O.C. W/ R-21 BATT INSUL. INSTALL GYP BD ON OCCUPIED SIDE, 1/2" FLY ON UNOCCUPIED SIDE. ALL NEW & EXIST'G INTERIOR WALLS TO BE PAINTED TYP. UNO.
- INSTALL R-3.8 MIN CONT RIGID INSUL. @ EXIST'G CONC WALL & FURR W/ 2x4 @ 24" O.C. W/ R-13 MIN BATT INSUL. GYP BD FINISH ON OCCUPIED SIDE.
- NEW UNINSULATED WALL, 2x4 (2x6 WHERE REQ'D FOR PLUMB'G) @ 16" O.C. W/ GYP BD FINISH EA. SIDE, TYP. UNO. VFY LOCATIONS TO RECEIVE ACOUSTIC INSUL W/ OWNER.
- NEW HALF WALL TO 42" ABOVE FIN FLR, 2x4 @ 16" O.C. W/ GYP BD FINISH EA. SIDE, REF STRUCTURAL FOR ADD'L FRM'G & STRAPPING REQ'MTS.
- FINISH INTERIOR FACE OF ALL EXIST'G EXTERIOR FRAMED WALLS W/ GYP BD.
- TRIM EXIST'G RECESSED STOREFRONT ENTRY WALLS W/ 1x WD TRIM, PAINT.
- INSTALL GYP BD FINISH OVER PT 2x FLAT STUDS @ 24" O.C. @ EXIST'G CONC LOCATIONS TOO SMALL TO ACCOMMODATE TYP FURR'G.
- PATCH & REPAIR EXIST'G INTERIOR FRAMED & FINISHED WALLS, CLGS POSTS & BEAMS AS REQ'D, PAINT.
- INSTALL NEW FULL HT FRP OR STAINLESS STL WALL PANELS @ EXIST'G KITCHEN AS DIRECTED BY OWNER.
- ORNAMENTAL WOOD HALF WALL & RAILING PER DTL.
- EXIST'G ELECTRICAL SERVICE PANELS TO REMAIN.
- EXIST'G EQUIP & FIXTURES TO BE REMOVED, RELOCATED &/OR RE-INSTALLED AS DIRECTED BY OWNER.
- EXIST'G SHAFT FOR KITCHEN HOOD VENT THRU MEZZANINE. NO FIRE RESISTIVE RATING REQ'D.
- DEMOLISH EXIST'G STAIR & CONSTRUCT NEW PER PLANS, SECTIONS, DETAILS & STRUCTURAL.
- INSTALL (2) LAYERS 5/8" TYPE 'X' GYP BD @ CLG & WALLS OF ENCLOSED USEABLE SPACE BELOW STAIR AS REQ'D FOR 1-HR FIRE RATING.
- NEW WD FRM'D STAIR, REF STRUCTURAL FOR NEW FRM'G & REVISIONS TO EXIST'G.
- NEW 3/4" FLY SHTH'G OVER TAPERED 2x SLEEPERS @ 16" O.C. AS REQ'D TO LEVEL FLR THIS AREA. FINISH W/ WD FLRG TO MATCH EXIST'G.
- EXIST'G WD FLRG TO REMAIN. PATCH & REPAIR AS REQ'D @ DAMAGED AREAS.
- EXIST'G CONC SLAB TO REMAIN. PATCH & REPAIR AS REQ'D @ DAMAGED AREAS. IF AREAS EXIST WITHOUT SLAB BELOW NEW FRM'D FLR, INSTALL 6 MIL VAPOR BARRIER @ GRADE.
- INSTALL NEW CONC SLAB OVER NEW FRM'G PER STRUCTURAL.
- INSTALL NEW SELF-LEVELING UNDERLAYMENT OVER EXIST'G SHTH'G & SLOPE TO NEW FLOOR DRAIN.
- PROVIDE MIN 18" x 24" CRAWLSPACE ACCESS. VFY LOCATIONS W/ OWNER.
- INSTALL NEW 2x BLK'G @ 16" O.C. @ EXIST'G FRM'G @ NEW WALLS PARALLEL TO JOISTS OR AS REQ'D FOR FIRE BLK'G.
- CUT OP'NG IN EXIST'G WALL FOR NEW DOOR OR WINDOW. REF STRUCTURAL FOR HEADER.
- INSTALL NEW HDR PER STRUCTURAL @ EXIST'G WALL OP'NG.
- SAND, STAIN & SEAL EXIST'G EXPOSED WD COLUMNS, TYP UNO.
- WRAP EXIST'G COL W/ GYP BD. FINISH PER INT ELEV'S.



ISELIN ARCHITECTS P.C.

1307 Seventh Street
Oregon City, OR 97045
503-656-1942 ph
503-656-0658 fax
www.iselinarchitects.com



Interior Tenant Improvements

Bridgeview Pub

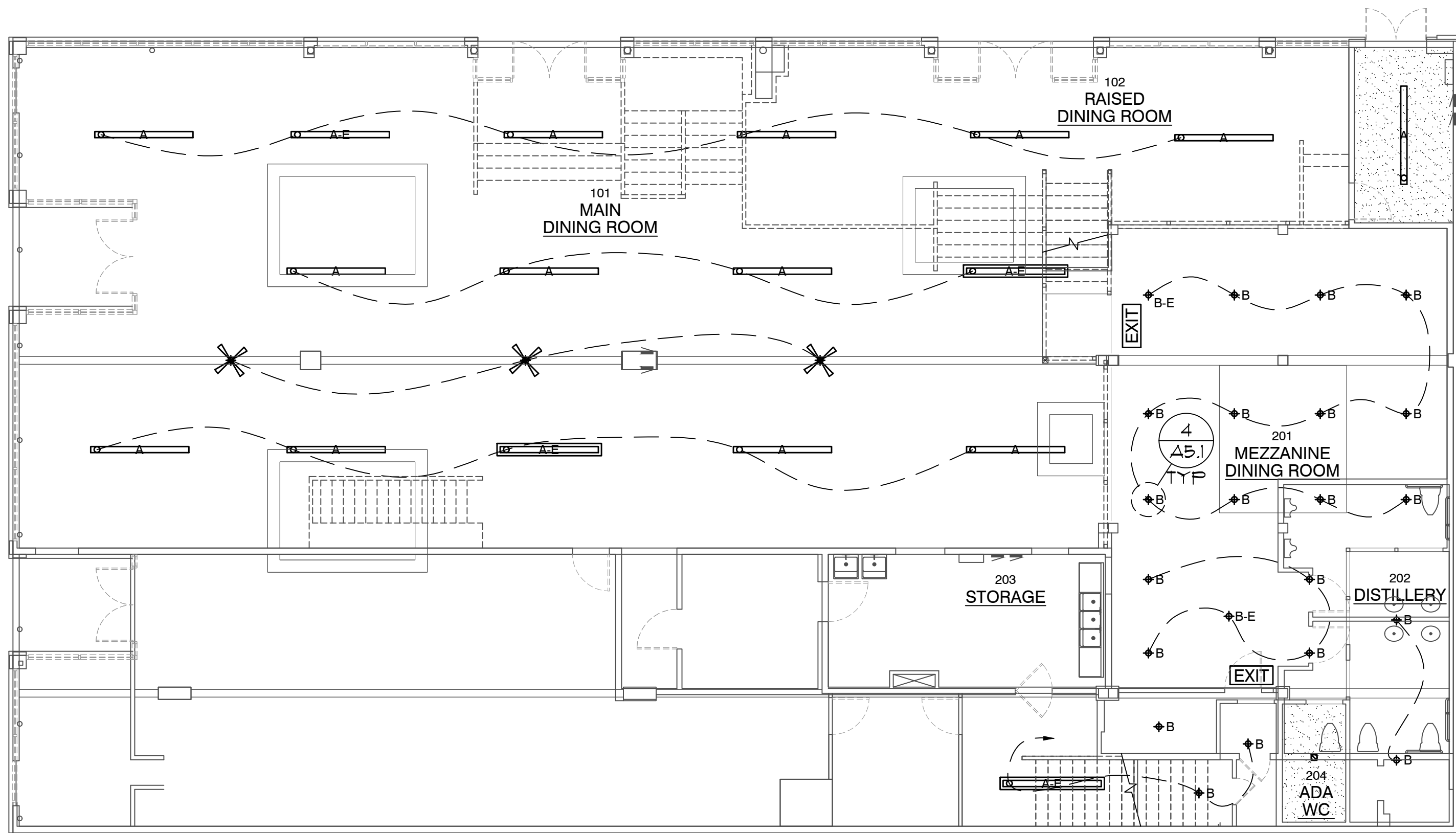
624 Main Street Oregon City, OR 97045

PROJ. NO. : 2249
FILE : A-FP
DATE : 4/17/23

SHEET #

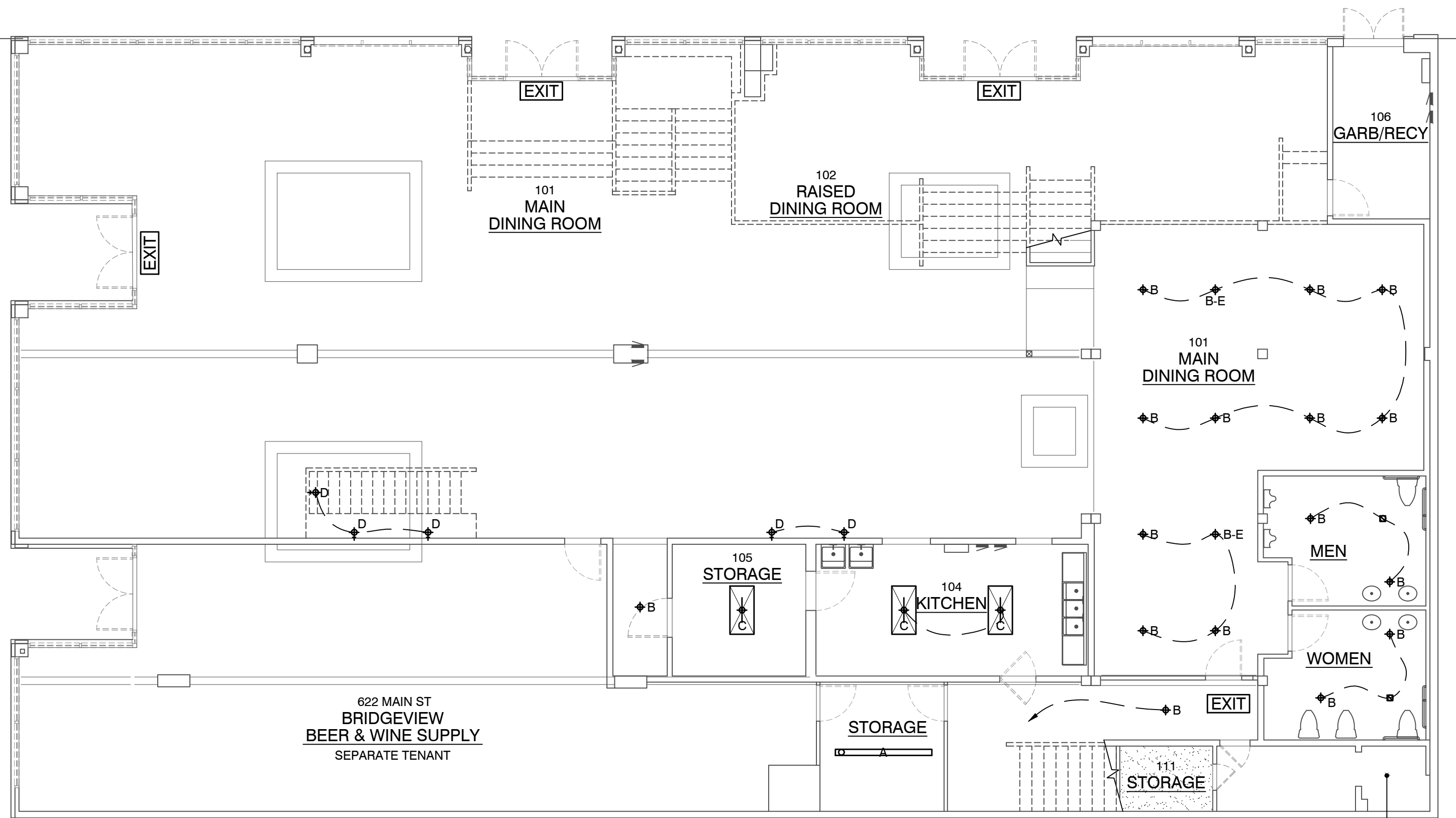
A1.4

FLOOR PLAN



UPPER CEILING / LIGHTING PLAN

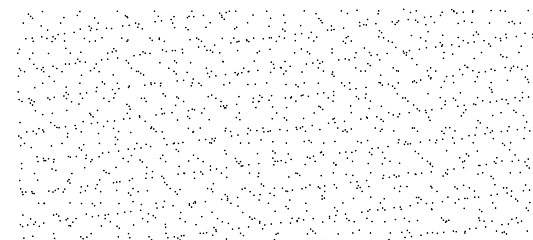
1/8" = 1'-0"



LOWER CEILING / LIGHTING PLAN

1/8" = 1'-0"

CEILING LEGEND



NEW GYP BD CLG, TEXTURED & PAINTED

NOTES:

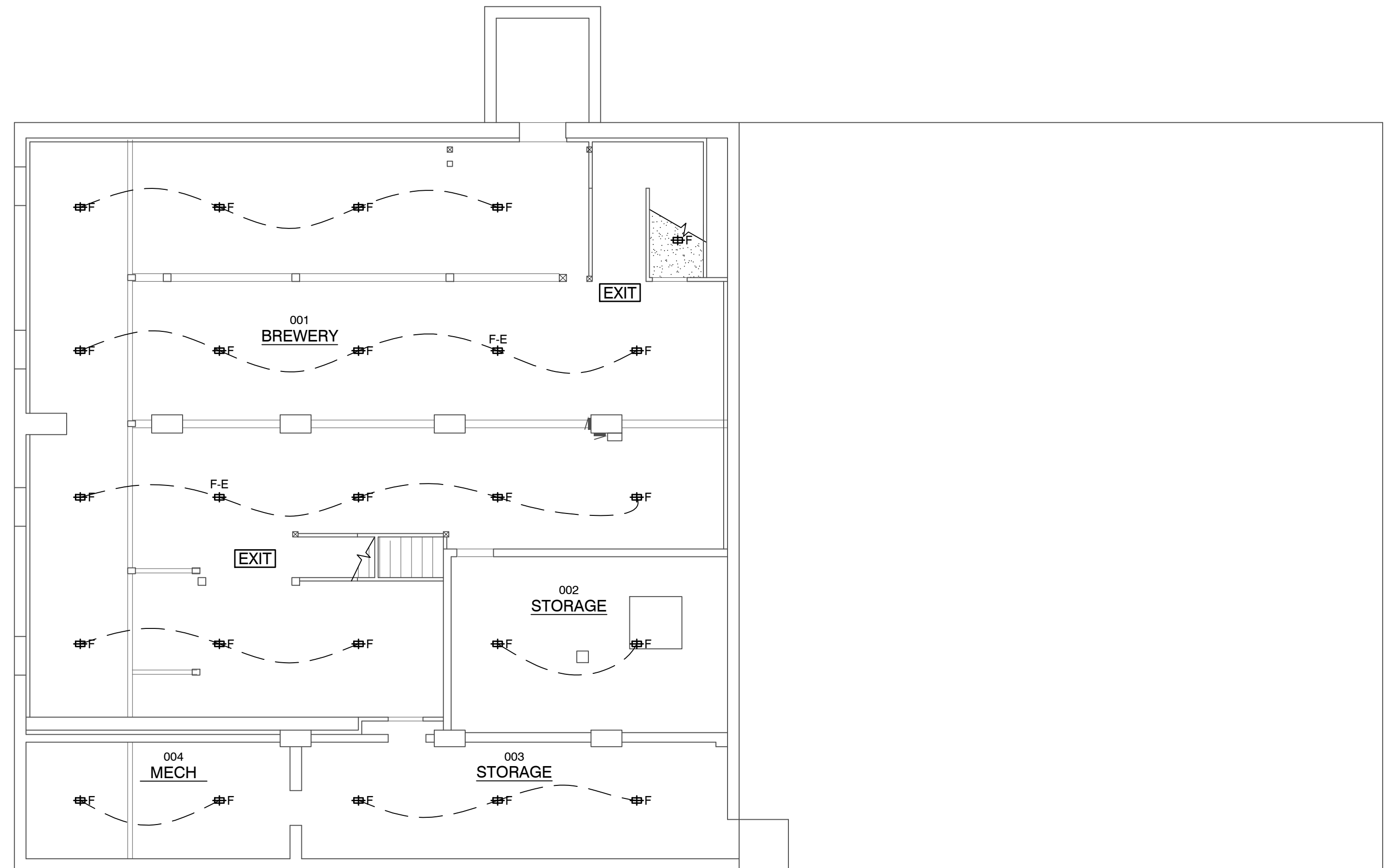
- EXIST'G EXPOSED WD FRM'G & CEILINGs TO BE CLEANED & PAINTED, TYP UNO.
- EXIST'G GYP BD CLGs TO BE PATCHED AS REQ'D, TEXTURED TO MATCH EXIST'G & PAINTED.

ELECTRICAL LEGEND

EXIT	INTERNALLY ILLUMINATED EXIT SIGN W/ BATTERY BACK-UP
—A—	SUSPENDED STRIP LIGHT, LED, 8' ± 10% UPLIGHT, 3500K, DIMMABLE, 6000 LUMENS, 50W, LITHONIA LL8 OR SIMILAR
◆B	RECESSED CAN, LED, 6' DIA, 1000 LUMENS, 11W, LITHONIA LDN6 OR SIMILAR
◆C	SURFACE MOUNTED, PANEL, 2x4, LED, 3500K, 4000 LUMENS, 36W, LITHONIA CPANL OR SIMILAR
◆D	WALL MOUNTED, LED, DECORATIVE FIXTURE AS SELECTED BY OWNER
◆F	SURFACE MOUNTED, LED, UTILITY FIXTURE AS SELECTED BY OWNER
◆E	EGRESS FIXTURE W/ INTEGRAL EMERGENCY BATTERY BACK-UP
✕	SURFACE MOUNT CEILING FAN TO BE PROVIDED BY OWNER, INSTALLED BY CONTRACTOR
■	RECESSED LED LIGHT/EXHAUST FAN COMBINATION

NOTES:

- PROVIDE FIXTURE TYPES AS NOTED OR EQUIVALENT FIXTURES AS APPROVED.
- PROVIDE ALL ACCESSORIES, INCLUDING SUSPENSION STEMS & ADAPTORS AS REQ'D FOR INSTALLATION.
- VERIFY LIGHTING CONTROLS & SWITCH LOCATIONS W/ OWNER VIA BUILDING WALK-THRU.
- ALL INTERIOR LIGHTING SHALL INCLUDE AUTOMATIC SHUT-OFF CONTROLS OPERATING ON A TIME OF DAY SCHEDULE INCORPORATING A READILY ACCESSIBLE OVERRIDE SWITCH & HOLIDAY SCHEDULING.
- OCCUPANCY SENSORS IN ROOMS W/ DAYLIGHT ZONES REQ'D TO HAVE MANUAL 'ON' ACTIVATION.
- LIGHTING W/IN SIDEWALL ZONES TO PROVIDE PHOTOCONTROLS TO ALLOW A REDUCTION OF LIGHTING POWER TO 20% OR LESS.
- REF PLANS & SECTIONS FOR PENDANT MOUNTING HTS, TYP.
- CONTRACTOR TO VERIFY PHOTOMETRICS OF PROPOSED LIGHTING BASED ON MOUNTING HEIGHTS & SPACING & CONTROL SYSTEMS FOR COMPLIANCE WITH OREGON ENERGY CODE/ASHRAE 90.1.
- ELECTRICAL CONTRACTOR TO PROVIDE EGRESS FIXTURES W/ BATTERY BACK-UP AS SHOWN & VERIFY MIN LIGHT LEVEL OF 1 FC ALONG WALKING SURFACE. ALL EGRESS LIGHTING TO INCLUDE OCCUPANCY SENSORS TO ALLOW EGRESS LIGHTING TO BE TURNED OFF WHEN BUILDING IS NOT OCCUPIED, AS REQ'D BY CODE.
- OUTLETS TO BE MOUNTED AT +/- 15" ABOVE FLR UNO. OUTLETS LOCATED AT CASEWORK TO BE MOUNTED ABOVE COUNTER HEIGHT UNO.
- CONTRACTOR TO VERIFY ALL POWER REQ'MNTS, INCLUDING OUTLET LOCATIONS & REQ'MNTS FOR ALL KITCHEN & OTHER EQUIPMENT W/ OWNER & PROVIDE CIRCUITING TO EXIST'G SERVICE AS REQ'D.



BASEMENT CEILING / LIGHTING PLAN

1/8" = 1'-0"



**ISELIN
ARCHITECTS
P.C.**

1307 Seventh Street
Oregon City, OR 97045
503-656-1942 ph
503-656-0658 fax
www.iselinarchitects.com



Interior Tenant Improvements

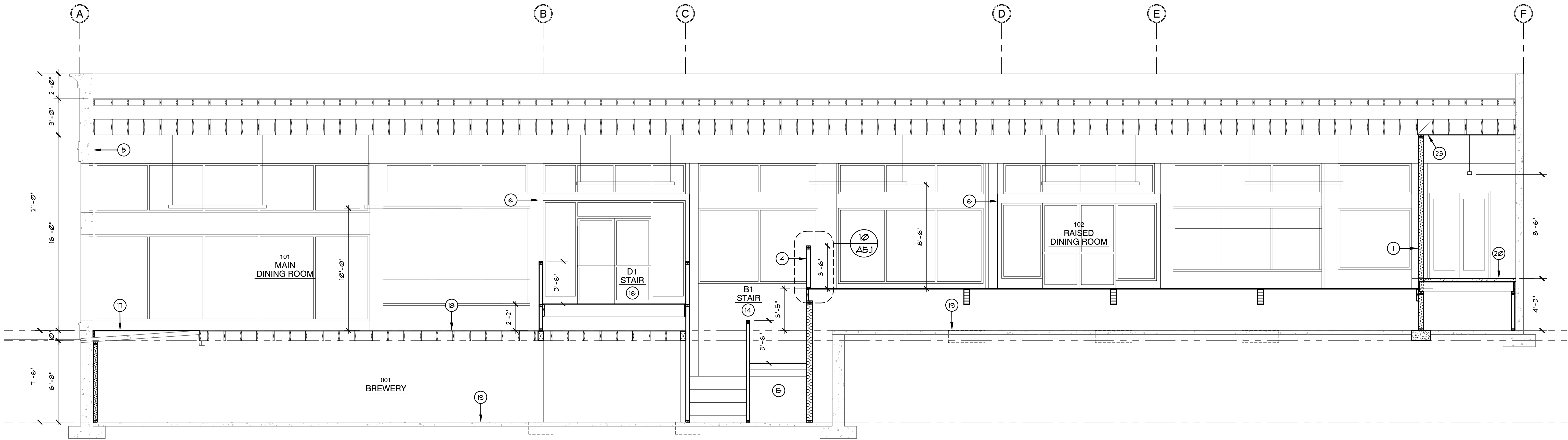
Bridgeview Pub

624 Main Street Oregon City, OR 97045

PROJ. NO. : 2249
FILE : A-ELC
DATE : 4/17/23

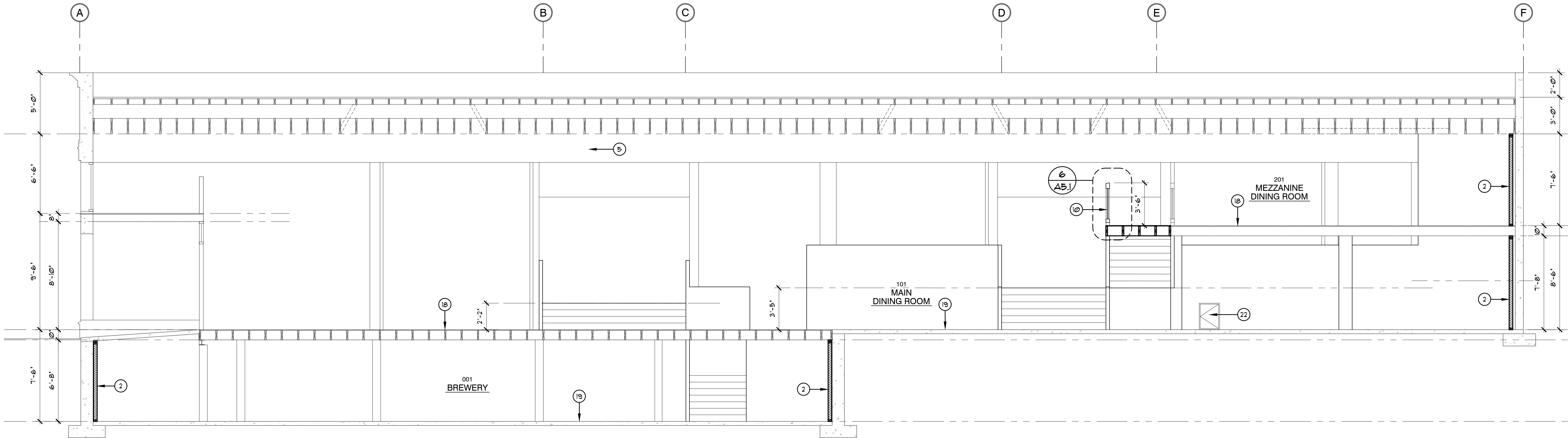
SHEET #

A1.5



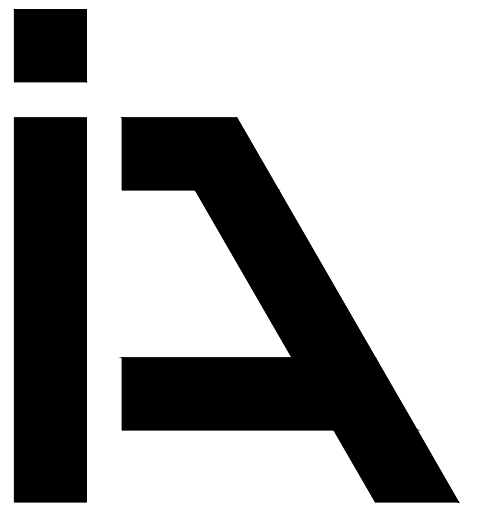
A SECTION

1/4" = 1'-0"



B SECTION

1/4" = 1'-0"



**ISELIN
ARCHITECTS
P.C.**

1307 Seventh Street
Oregon City, OR 97045
503-656-1942 ph
503-656-0658 fax
www.iselinarchitects.com

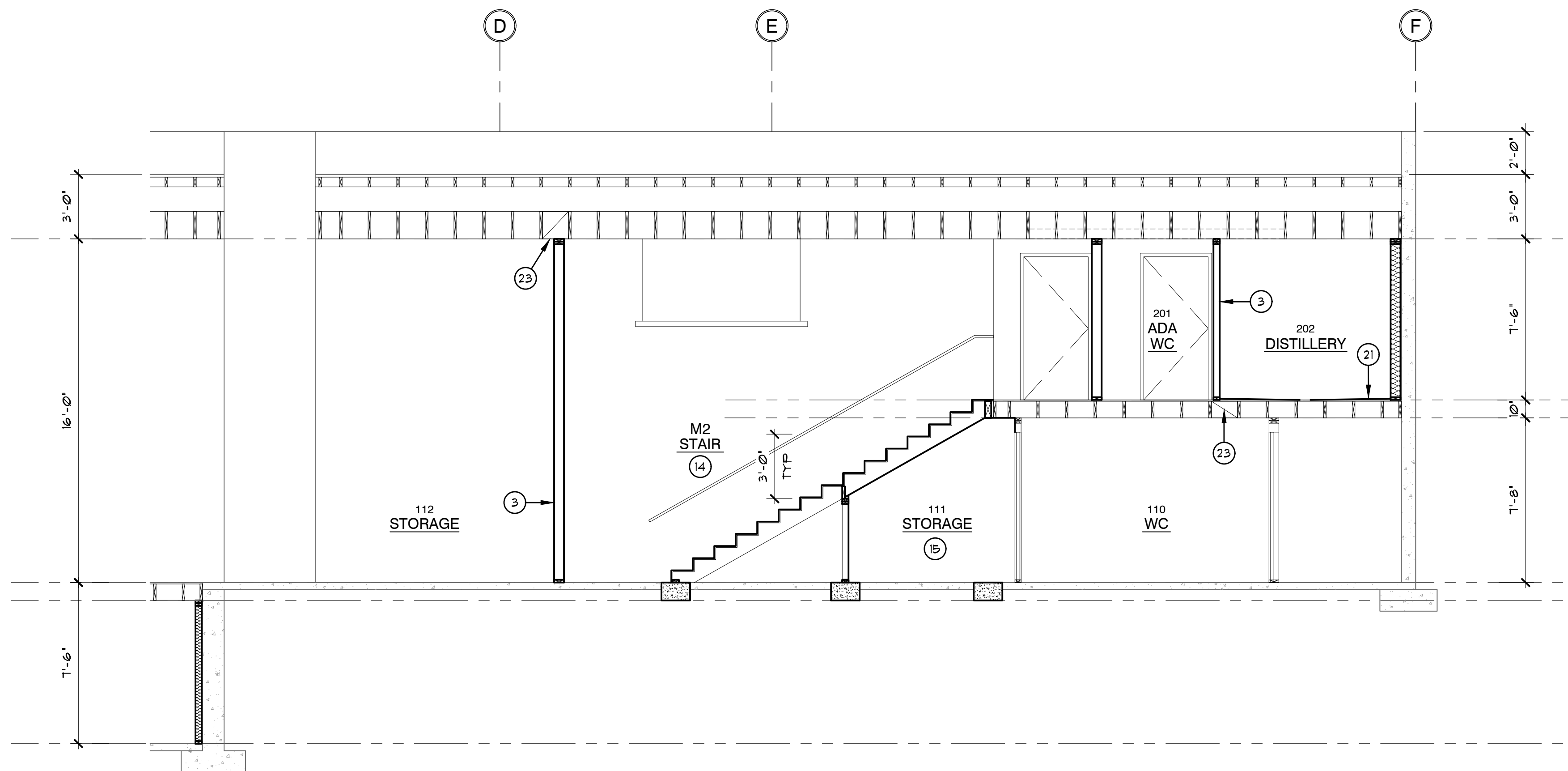


Interior Tenant Improvements
Bridgeview Pub
624 Main Street Oregon City, OR 97045

PROJ. NO. : 2249
FILE : A-SEC
DATE : 4/17/23

SHEET #

A3.1



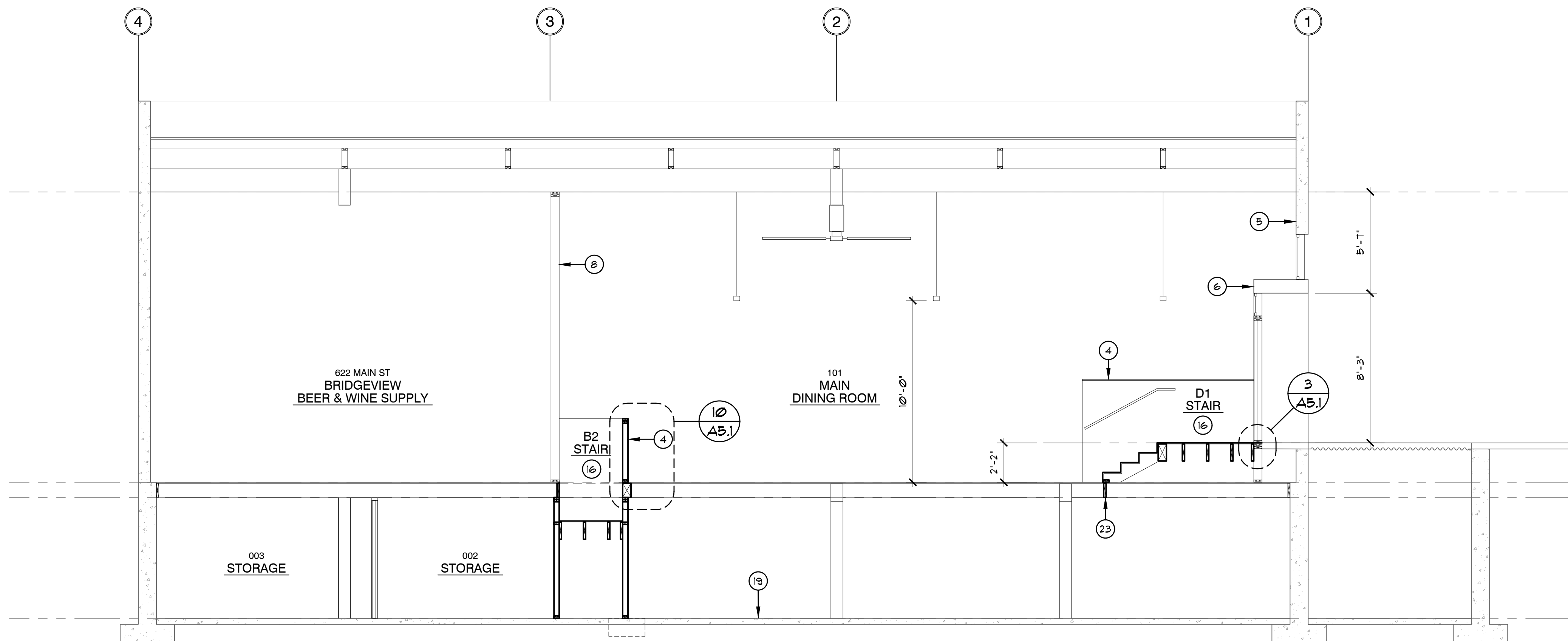
SECTION
C

1/4" = 1'-0"

KEYNOTES

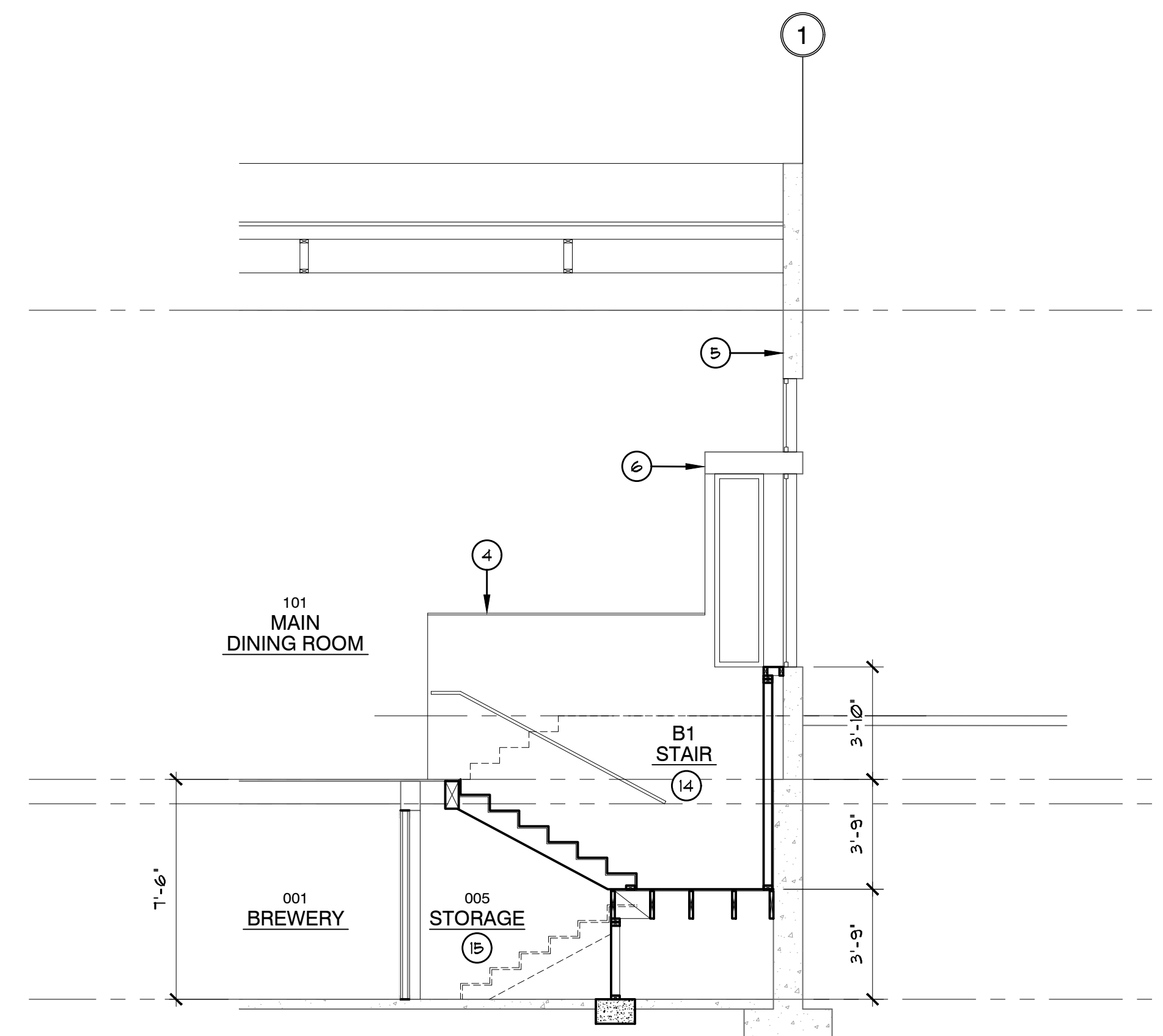
(NOT ALL KEYNOTES REFERENCED ON EACH SHEET)

1. NEW INSULATED WALL. 2x6 @ 16" O.C. W/ R-21 BATT INSUL. INSTALL GYP BD ON OCCUPIED SIDE, 1/2" FLY ON UNOCCUPIED SIDE. ALL NEW & EXIST'G INTERIOR WALLS TO BE PAINTED TYP. UNO.
2. INSTALL R-38 MIN CONT RIGID INSUL @ EXIST'G CONC WALL & FURR W/ 2x4 @ 24" O.C. W/ R-13 MIN BATT INSUL. GYP BD FINISH ON OCCUPIED SIDE.
3. NEW UNINSULATED WALL. 2x4 (2x6 WHERE REQ'D FOR PLUMB'G) @ 16" O.C. W/ GYP BD FINISH EA. SIDE, TYP. UNO. VFY LOCATIONS TO RECEIVE ACOUSTIC INSUL W/ OWNER.
4. NEW HALF WALL TO 42" ABOVE FIN FLR. 2x4 @ 16" O.C. W/ GYP BD FINISH EA. SIDE, REF STRUCTURAL FOR ADD'L FRM'G & STRAPPING REQ'MTS.
5. FINISH INTERIOR FACE OF ALL EXIST'G EXTERIOR FRAMED WALLS W/ GYP BD.
6. TRIM EXIST'G RECESSED STOREFRONT ENTRY WALLS W/ 1x WD TRIM, PAINT.
7. INSTALL GYP BD FINISH OVER FT 2x FLAT STUDS @ 24" O.C. @ EXIST'G CONC LOCATIONS TOO SMALL TO ACCOMMODATE TYP FURR'G.
8. PATCH & REPAIR EXIST'G INTERIOR FRAMED & FINISHED WALLS, CLGS POSTS & BEAMS AS REQ'D, PAINT.
9. INSTALL NEW FULL HT FRP OR STAINLESS STL WALL PANELS @ EXIST'G KITCHEN AS DIRECTED BY OWNER.
10. ORNAMENTAL WOOD HALF WALL & RAILING PER DTL.
11. EXIST'G ELECTRICAL SERVICE PANELS TO REMAIN.
12. EXIST'G EQUIP & FIXTURES TO BE REMOVED, RELOCATED &/OR RE-INSTALLED AS DIRECTED BY OWNER.
13. EXIST'G SHAFT FOR KITCHEN HOOD VENT THRU MEZZANINE. NO FIRE RESISTIVE RATING REQ'D.
14. DEMOLISH EXIST'G STAIR & CONSTRUCT NEW PER PLANS, SECTIONS, DETAILS & STRUCTURAL.
15. INSTALL (2) LAYERS 5/8" TYPE 'X' GYP BD @ CLG & WALLS OF ENCLOSED USEABLE SPACE BELOW STAIR AS REQ'D FOR 1-HR FIRE RATING.
16. NEW WD FRM'D STAIR. REF STRUCTURAL FOR NEW FRM'G & REVISIONS TO EXIST'G.
17. NEW 3/4" PLY SHTH'G OVER TAPERED 2x SLEEPERS @ 16" O.C. AS REQ'D TO LEVEL FLR THIS AREA. FINISH W/ WD FLR'G TO MATCH EXIST'G.
18. EXIST'G WD FLR'G TO REMAIN. PATCH & REPAIR AS REQ'D @ DAMAGED AREAS.
19. EXIST'G CONC SLAB TO REMAIN. PATCH & REPAIR AS REQ'D @ DAMAGED AREAS. IF AREAS EXIST WITHOUT SLAB BELOW NEW FRM'D FLR, INSTALL 6 MIL VAPOR BARRIER @ GRADE.
20. INSTALL NEW CONC SLAB OVER NEW FRM'G PER STRUCTURAL.
21. INSTALL NEW SELF-LEVELING UNDERLAYMENT OVER EXIST'G SHTH'G & SLOPE TO NEW FLOOR DRAIN.
22. PROVIDE MIN 18" x 24" CRAWLSPACE ACCESS. VFY LOCATIONS W/ OWNER.
23. INSTALL NEW 2x BLK'G @ 16" O.C. @ EXIST'G FRM'G @ NEW WALLS PARALLEL TO JOISTS OR AS REQ'D FOR FIRE BLK'G.
24. CUT OP'NG IN EXIST'G WALL FOR NEW DOOR OR WINDOW. REF STRUCTURAL FOR HEADER.
25. INSTALL NEW HDR PER STRUCTURAL @ EXIST'G WALL OP'NG.
26. SAND, STAIN & SEAL EXIST'G EXPOSED WD COLUMNS, TYP UNO.
27. WRAP EXIST'G COL W/ GYP BD. FINISH PER INT ELEV'S.
28. - 30. NOT USED



SECTION
D

1/4" = 1'-0"



SECTION
E

1/4" = 1'-0"



Interior Tenant Improvements

Bridgeview Pub

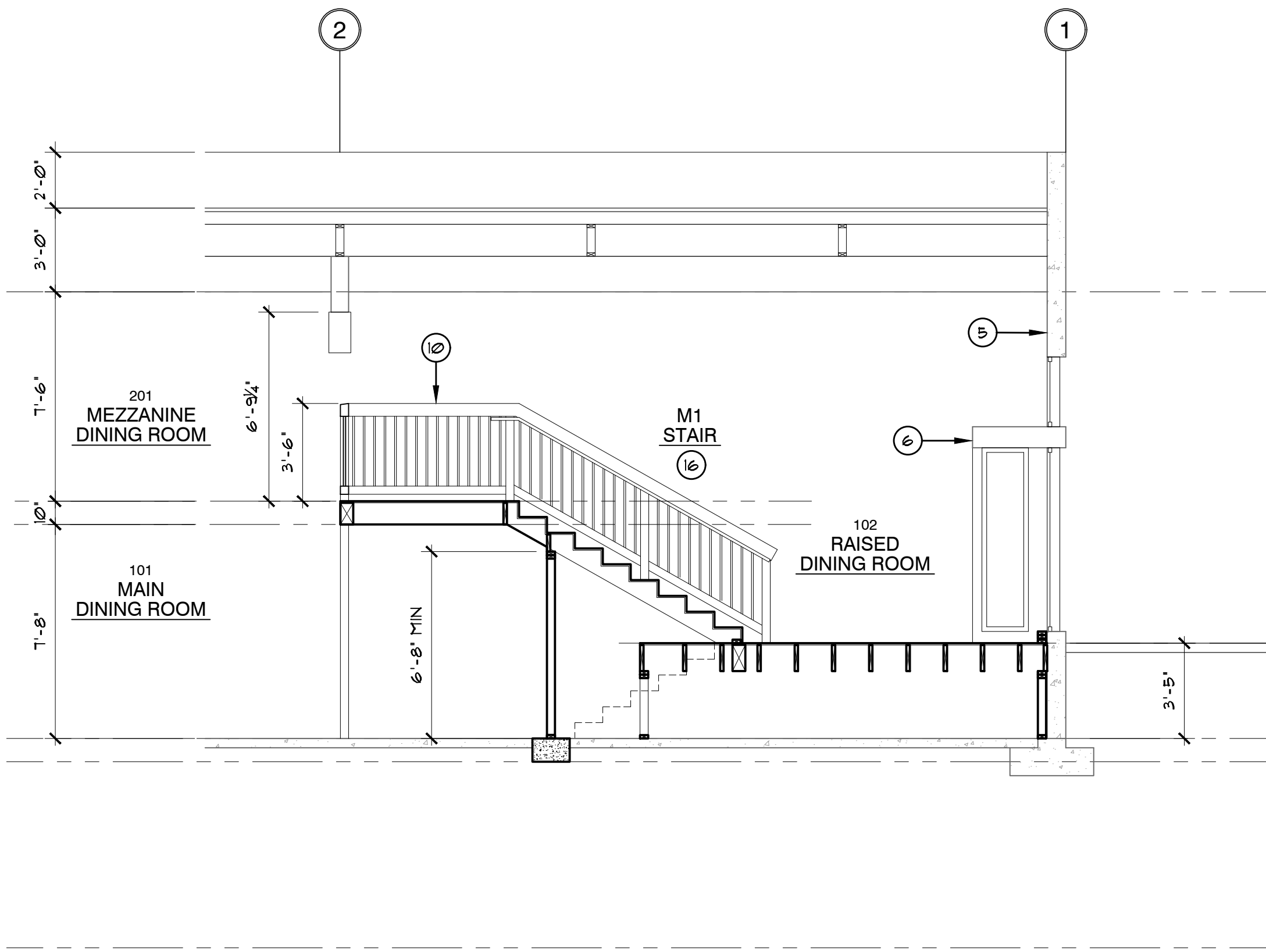
624 Main Street Oregon City, OR 97045

PROJ. NO. : 2249
FILE : A-SEC
DATE : 4/17/23

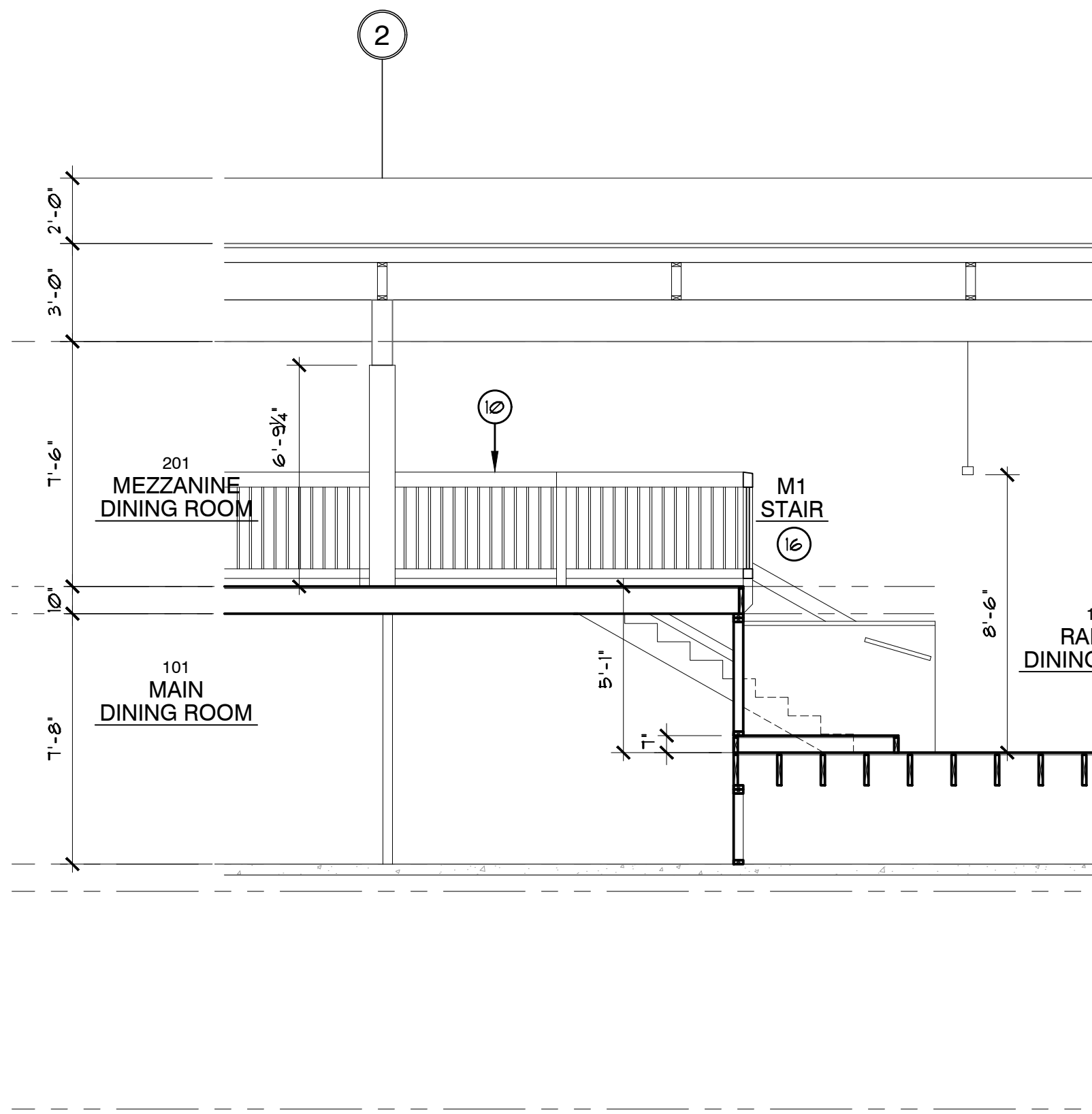
SHEET #

A3.2

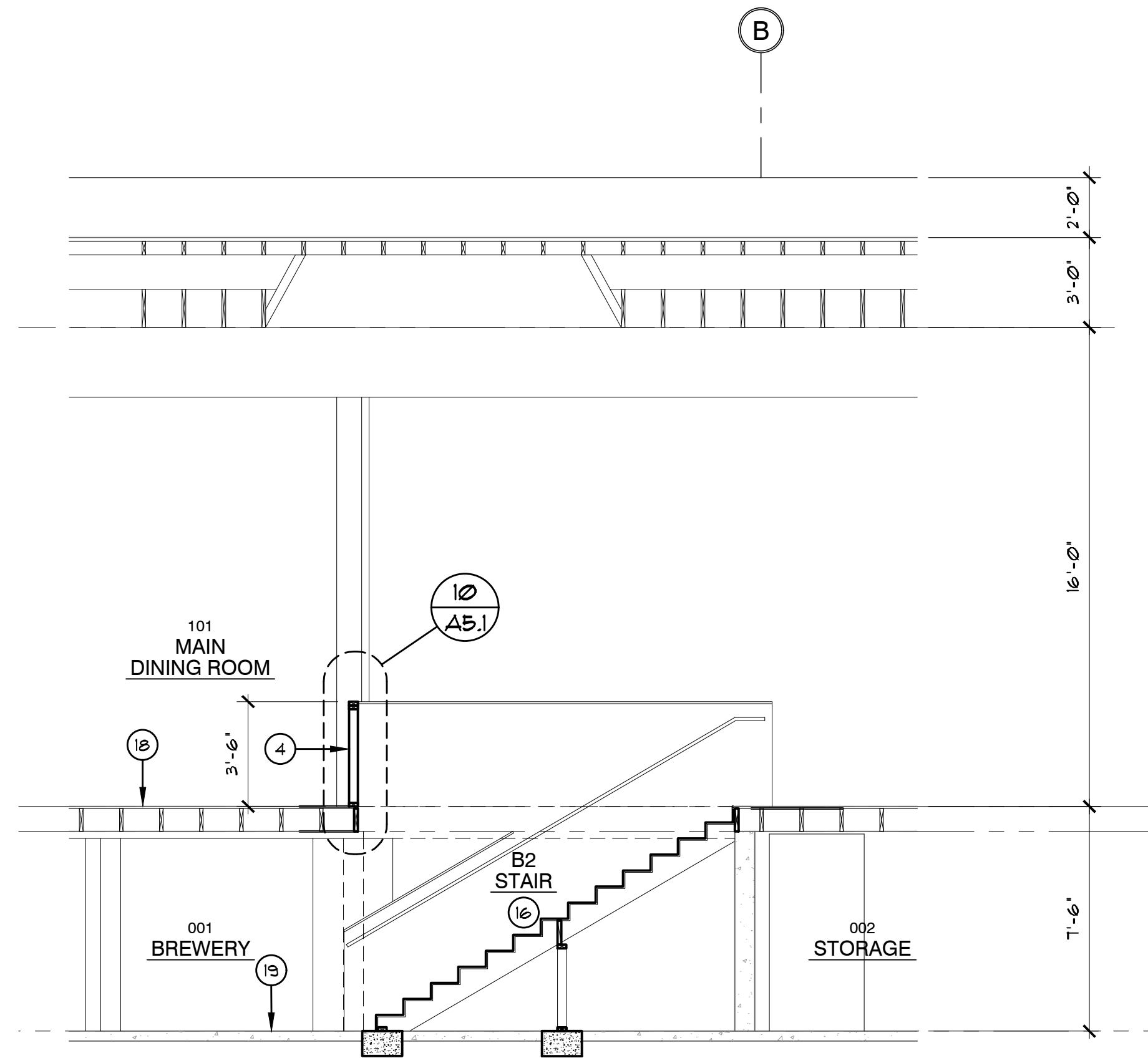
BUILDING SECTIONS



F SECTION
1/4" = 1'-0"



G SECTION
1/4" = 1'-0"



H SECTION
1/4" = 1'-0"

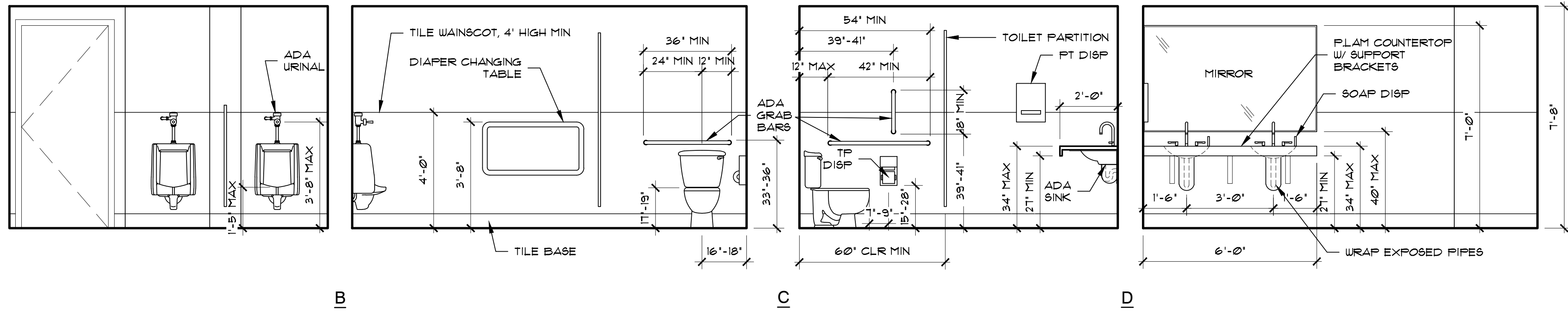
ISELIN ARCHITECTS P.C.
1307 Seventh Street
Oregon City, OR 97045
503-656-1942 ph
503-656-0658 fax
www.iselinarchitects.com

REGISTERED ARCHITECT
JESSICA S. ISELIN
OREGON CITY, OREGON
3145
STATE OF OREGON

Interior Tenant Improvements
Bridgeview Pub
624 Main Street Oregon City, OR 97045

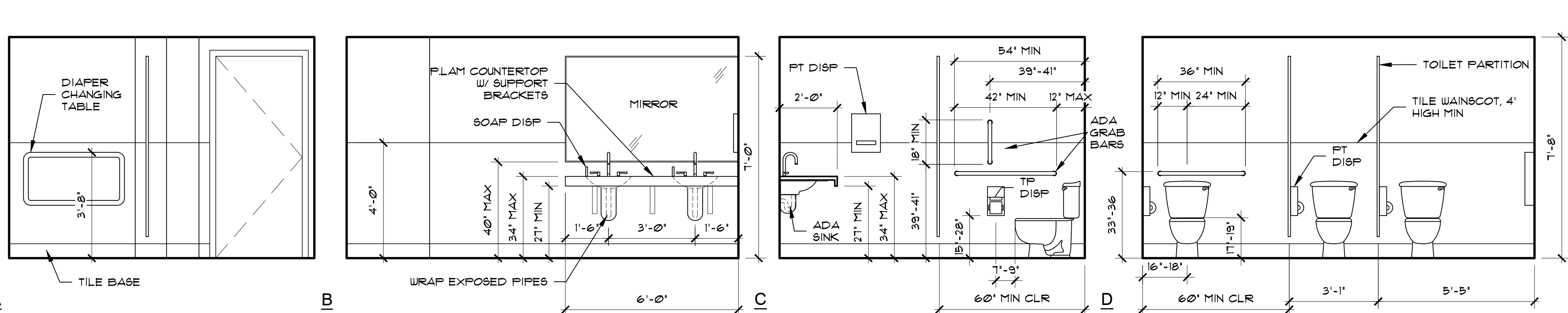
PROJ. NO. : 2249
FILE : A-SEC
DATE : 4/17/23

SHEET #
A3.3



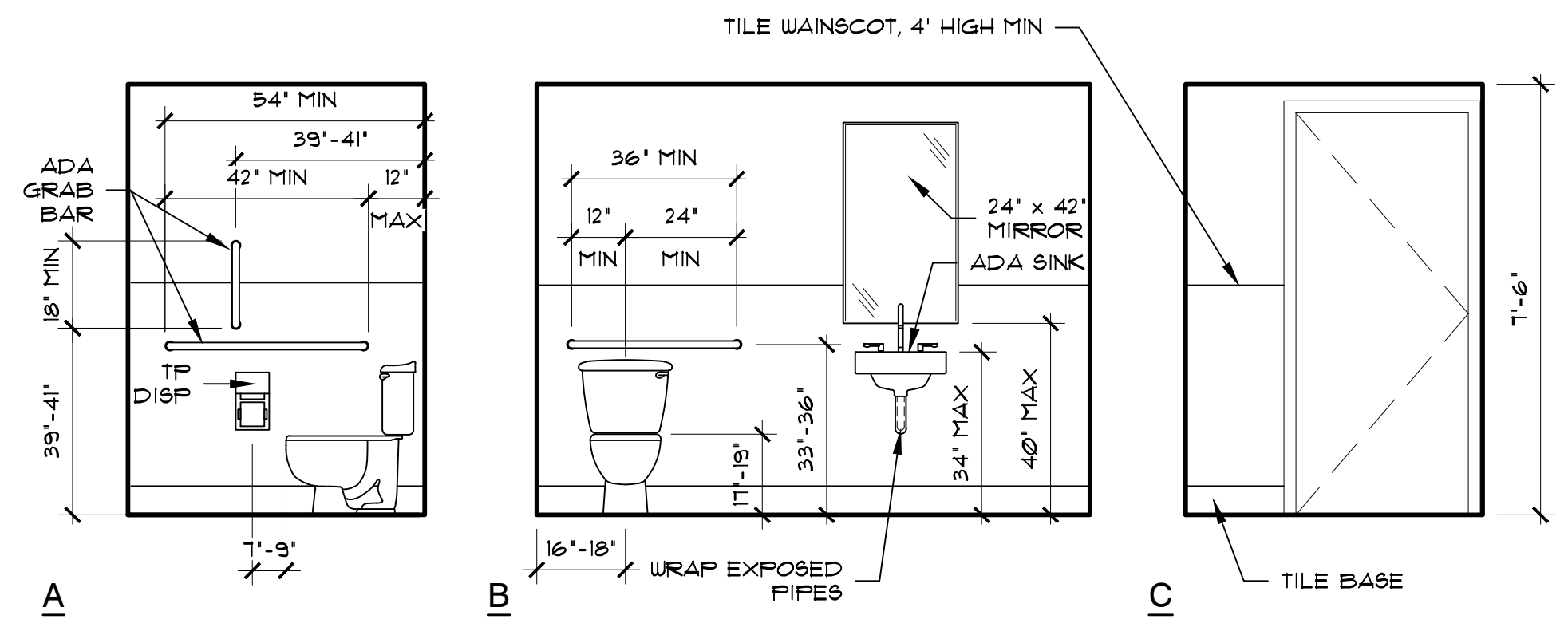
1 MEN'S RESTROOM
A4.1

3/8" = 1'-0"



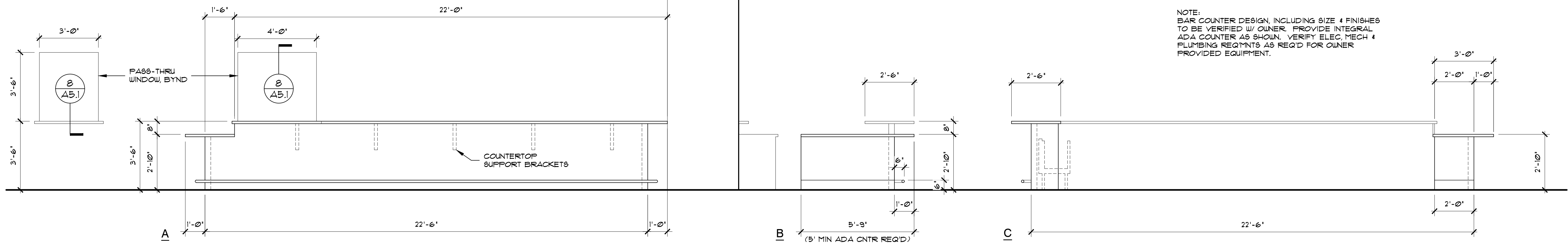
2 WOMEN'S RESTROOM
A4.1

3/8" = 1'-0"



3 SINGLE USER RESTROOM
A4.1

3/8" = 1'-0"



4 BAR COUNTER
A4.1

3/8" = 1'-0"

NOTE:
BAR COUNTER DESIGN, INCLUDING SIZE & FINISHES
TO BE VERIFIED W/ OWNER. PROVIDE INTEGRAL
ADA COUNTER AS SHOWN. VERIFY ELEC, MECH &
PLUMBING REQMENTS AS REQ'D FOR OWNER
PROVIDED EQUIPMENT.



**ISELIN
ARCHITECTS
P.C.**

1307 Seventh Street
Oregon City, OR 97045
503-656-1942 ph
503-656-0658 fax
www.iselinarchitects.com



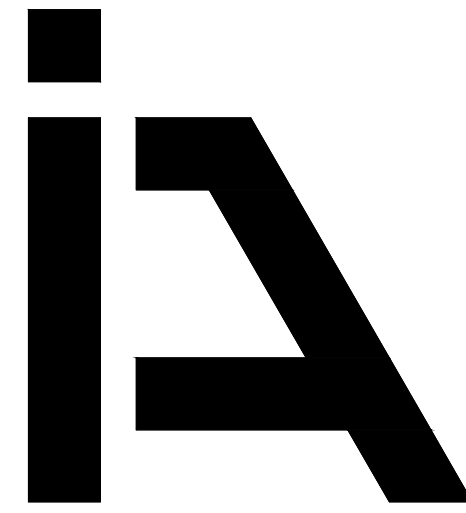
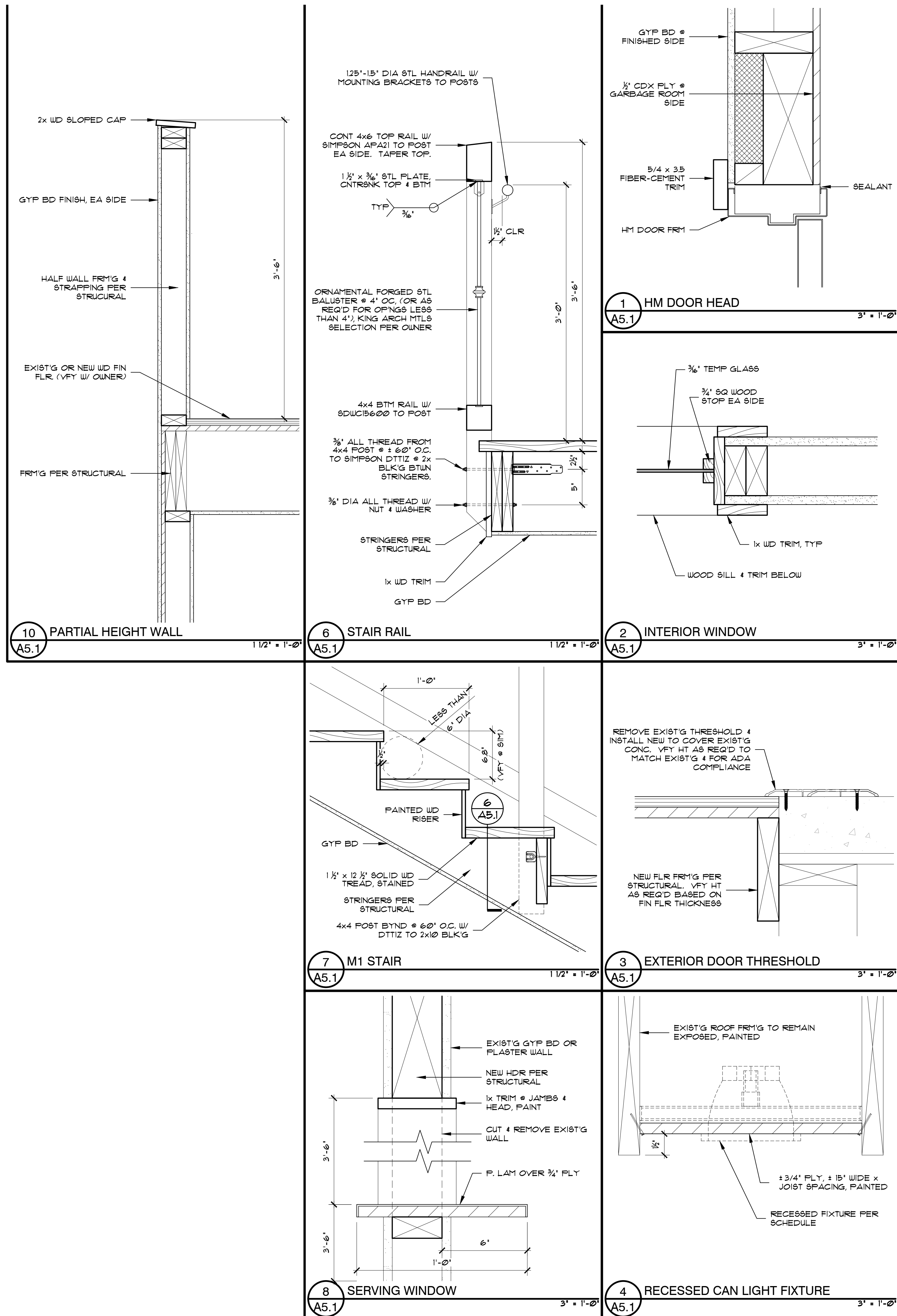
Interior Tenant Improvements
Bridgeview Pub
624 Main Street Oregon City, OR 97045

PROJ. NO. : 2249
FILE : A-IE
DATE : 4/17/23

SHEET #

A4.1

INTERIOR ELEVATIONS



**ISELIN
ARCHITECTS
P.C.**

1307 Seventh Street
Oregon City, OR 97045
503-656-1942 ph
503-656-0658 fax
www.iselinarchitects.com



Interior Tenant Improvements

Bridgeview Pub

624 Main Street Oregon City, OR 97045

PROJ. NO. : 2249
FILE : A-DET
DATE : 4/17/23

SHEET #

A5.1

DETAILS

SPECIFICATIONS:

DIVISION 1 - GENERAL REQUIREMENTS

The Contractor shall fully comply with the current edition of the State of Oregon Structural Specialty Code (Oregon Modified International Building Code), Plumbing and Mechanical Specialty Codes, National Electrical Code and all additional state and local code requirements. The Contractor shall assume full responsibility for any work knowingly performed contrary to such laws, ordinances, or regulations. The contractor is to obtain all required permits and licenses required for the work. The Contractor shall also perform coordination with all utilities and state service authorities. Written dimensions on these drawings shall have precedence over scaled dimensions. The Contractor shall verify and is responsible for all dimensions (including rough opening) and conditions on the job and must notify the Architect of any variations from these drawings.

DIVISION 2 - EXISTING CONDITIONS

Selective Demolition: Selective demolition and removal of site work and exterior and interior building elements.

Execution: Conduct demolition to minimize interference with adjacent properties and structures. Protect existing supporting structural members, landscape areas, and all work to remain. Remove demolished materials from site as work progresses and leave areas of work in clean condition.

DIVISION 3 - CONCRETE

Refer to Structural

Underlayment: Cement based, self-leveling underlayment for interior concrete, Ardex or approved.

Execution: Prepare substrate per manufacturer's recommendations, including cleaning and installation of sealant and primer as required. Install per manufacturer instructions as required for complete warranty.

DIVISION 4 - NOT USED

DIVISION 5 - METALS

Refer to Structural

DIVISION 6 - WOOD & PLASTIC

Rough Carpentry:

Refer to Structural

Finish Carpentry: Wood base, trim, shelving.

Products:
Interior Trim (Typical): Painted finish, hemlock (or MDO as approved by Owner), sizes as indicated on drawings.
Interior Trim (Basement & wet areas): Painted finish, hemlock, sizes as indicated on drawings.
Closet Shelving: Type: ¾" MDO plywood by 12", exposed edges banded with solid wood. Support brackets with closed rod support, Stanley (or equal) rigid (rigid triangle design) metal shelf and closet pole supports, factory painted, white 3" maximum spacing. Support brackets without closet rod support, Stanley (or equal) rigid (rigid triangle design) metal shelf brackets, factory painted, white 2" max. o.c. spacing. Compatible pan head screw fasteners, length as required for installation conditions.
Fasteners: Compatible pan head screws length as required for installation; Hot dipped galvanized steel for exterior, high humidity and treated wood locations, plain finish elsewhere. Wall adhesive compatible with wall substrate.

Execution: Install wood trim plumb, level, true, and straight. Cut trim to fit, scribe where necessary. Miter trim at corners. Set exposed fasteners and fill with color matching putty. Seal edges with clear, compatible sealant.

DIVISION 7 - THERMAL & MOISTURE PROTECTION

Thermal Insulation: Batt thermal insulation in exterior wall furring and unfaced batt acoustic insulation at select interior walls.

Products:
Batt Insulation: ASTM C665, preformed glass or mineral fiber batt, Kraft paper faced, R-15 or maximum to fit within wall furring.
Acoustic Insulation: ASTM C665, preformed glass fiber, friction fit, unfaced, 3" thick, at bathroom and elevator walls and other locations as indicated on drawings.

Execution: Install insulation between framing members with vapor barrier on the inside face. Tape joints, ruptures, and terminal edges of vapor barrier faces with insulation type to form a completely sealed vapor barrier. Install insulation at existing uninsulated areas exposed due to the extents of the work of this project. Do not reuse insulation that has been removed during construction. Install insulation on outside of piping where water lines occur in exterior walls. Remove and replace wet mineral blanket insulation.

Joint Protection: Sealants and joint backing.

Products:
General Purpose Interior Sealant: Acrylic emulsion latex; ATM C834, single component, paintable, mildew resistant; standard color matching adjacent finished surfaces.
Bathub/Tile Sealant: White silicone; ASTM C920, single component, mildew resistant.
Joint Backing: Round foam rod compatible with sealant; ASTM D1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.

Execution: Install sealant free of air pockets, foreign embedded matter, ridges, and sags. Apply sealant within recommended application temperature ranges. Tool joints concave.

DIVISION 8 - DOORS AND WINDOWS

Hollow Metal Doors and Frames: Steel door and frame assemblies. Refer to Schedules.

Submittals:
Shop Drawings: Indicate door and frame dimensions and hardware cutouts.
Product Data: Provide component configuration, reinforcement, and finish.

Products:
Interior Steel Doors: Standard Duty, full flush design shop primed for site finish.
Interior Steel Frames: Knock down type, 20 ga., shop primed for site finish, manufactured by Timely, Inc. or approved.

Execution: Verify opening sizes and tolerances are acceptable and install doors and frames secure, plumb and level. Adjust as required for smooth and balanced operation.

Wood Doors and Frames: Interior wood doors and frames. Refer to Schedules.

Submittals:
Shop Drawings: Indicate door dimensions, panel configuration, and cutouts for glazing and hardware.
Product Data: Provide component configuration, reinforcement and finish.

Products:
Interior Doors: Solid core, panel, design as selected by Owner, pre-primed for painted finish.
Interior Frames: Solid wood, of material capable of achieving a compatible and similar finish appearance as door.

Execution: Verify opening sizes and tolerances are acceptable and install doors secure, plumb and level. Adjust as required for smooth and balanced operation.

Door Hardware: Hardware for wood doors. Refer to Schedules.

Submittals:
Product Data: Manufacturer's technical data for each item of hardware. Include information required to show compliance with specified requirements, and instructions for installation and maintenance.

Products: Provide complete hardware of the type noted on the door schedule for each door. Hardware to be commercial grade, medium duty, lever type ADA approved. Style and finish as selected by Owner. Where not specifically indicated, comply with applicable ANSI A156 standard for type of hardware required. Furnish each type of hardware with accessories as required for applications indicated and for complete, finished, operational doors. Coordinate with Owner for keying and master keying requirements.

Hinges: Stanley, Lawrence 4 ½" full mortise, 3 per door
Locksets: Schlage D Series, Omega
Exit Devices: Von Duprin 88 Series
Closers: LCN, Corbin-Russwin
Stops: Ives
Thresholds, Gaskets: Pemko
Pulls: Stanley, Lawrence
Occupancy Indicators: Falcon

Execution: Install each hardware item in compliance with the manufacturer's instructions and recommendations.

DIVISION 9 - FINISHES

Gypsum Board Assemblies: Gypsum board with joint treatment and texturing.

Products:
Gypsum Board: Maximum available length in place; tapered or square edges; ASTM C36, 5/8" thick or as required to align with existing, type 'x' u.n.o.; Moisture Resistant, ASTM C630, 5/8" thick at bathrooms.

Accessories: Metal corner beads; Metal edge trim; GA-201 and GA-216, open mesh fiberglass joint reinforcing tape, joint compound; Type S12 hardened screws.

Execution: At all areas where existing gypsum board is damaged or missing, provide new gypsum board to match thickness of existing adjacent gypsum board. Gypsum board joints shall be located so that no joint will align with the edge of an opening. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes. Feather coats on to adjoining surfaces so that camber is maximum 1/32 inch. Smooth finish texture.

Tiling: Tile for interior floors and walls, base and cementitious backer board.

Products:
Ceramic Floor Tile: Glazed matte; mosaic, non-slip finish; color and pattern as selected by Owner.
Ceramic Wall Tile: Glazed matte; mosaic, color and pattern as selected by Owner
Base: 6" coved, bullnose edge; color and pattern as selected by Owner.
Grout: As suited for application, color as selected by Owner.
Cementitious Backer Board: High density glass fiber reinforced, ½" thick, 2" glass fiber tape at joints and corners.

Execution: At floors, install in accordance with TCA Handbook Method F144-19, unless otherwise indicated. At walls, install over cementitious backer units in accordance with TCA Handbook Method W244C-19. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor, base and wall joints. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make joints watertight, without voids, cracks, excess mortar, or excess grout.

Resilient Flooring: Resilient sheet and tile flooring and base.

Products:
Resilient Sheet Flooring: As selected by Owner.
Composition Tile: As selected by Owner.
Stair Tread & Landing Tile: Resilient rubber, Flexco Flextones, or approved, color as selected by Owner.
Base: Flexco, Wallflowers, or approved; coved, 6" typ.
Accessories: Subfloor filler, adhesive, sealer, and wax of type recommended by manufacturer; vinyl edge strip to match flooring.

Execution: Fill low spots and other defects with sub-floor filler and sand smooth. Install sheet flooring parallel to length of room. Provide minimum of 1/3 full roll width. Double cut sheet and butt joints hairline, heat weld seams. Terminate flooring at centerline of door openings where adjacent floor finish is dissimilar. Install edge strips where floor terminates. Remove excess adhesive from surfaces without damage and apply at least two coats of sealer/wax as recommended by manufacturer.

Wall Paneling: Interior wall panels, mechanically fastened.

Products:
FRP: Pre-finished, fiberglass reinforced plastic, 48" wide, square cut, trim and accessories as required for mounting and complete installation. Marlite, Standard FRP or approved, color and finish as selected by Owner.
Stainless Steel: 48" wide, 20 ga, 430 stainless steel, #4 finish, trim and accessories as required for mounting and complete installation.

Execution: Panels to be applied over a smooth, solid, flat backing; drywall joints taped and finished; walls primed before installation begins. Install panels in accordance with manufacturer's recommendations.

Painting and Coating: Surface preparation and field application of paints and other coatings.

Products:
Interior Paints & Coatings: Miller, Rodda, Sherwin-Williams, Behr or approved.

Execution:
Preparation:
Remove electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or applying finishes.
Gypsum Board Surfaces: Fill minor defects with filler compound. Spot prime defects after repair.
Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
Uncoated Steel and Iron Surfaces: Remove scale by wire brushing, sandblasting, clean by washing with solvent. Apply treatment of phosphoric acid solution. Prime paint after repairs.
Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Clean surfaces with solvent. Prime bare steel surfaces.
Exterior Wood Scheduled to Receive Paint Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections.

Application & Cleaning: Sand wood and metal surfaces lightly between coats to achieve required finish. Apply additional coats of primer and paint if undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance. Where mold or mildew is visible on existing interior walls and ceilings to be painted, scrub area with a solution of one cup of bleach to one gallon of water. Allow area to dry for two hours minimum prior to painting. At completion of construction activities of other trades, touch up and restore damaged or defaced painting surfaces. Provide labeled touch-up paint, label all leftover paint, and store as directed by Owner.

Interior Surfaces Schedule:
Steel - Primed: Touch-up with compatible primer. Two coats of acrylic emulsion latex, eggshell.
Steel - Galvanized One coat of galvanize primer. Two coats of acrylic emulsion latex, eggshell.
Plaster, Gypsum Board: One coat of PVA primer sealer. Two coats of acrylic emulsion latex, Delicate finish.
Wood - Transparent: One coat of sealer. Two coats of varnish, satin.
Wood - Painted: One coat of latex primer/sealer. Two coats of latex enamel, semi-gloss.

DIVISION 10 - SPECIALTIES

Toilet Compartments: Solid plastic toilet partitions and screens.

Products:
Door, Panel, and Pilaster Construction: Polyethylene plastic, 1" thick, floor mounted, top braced, color as selected by Owner. Head rails, pilaster shoes, hinges, latch and keeper, pull, coat hook.

Execution: Verify opening dimensions and plumbing fixture and rough-in locations are as indicated on drawings. Verify surfaces and internal wall blocking are ready to receive work. Install partition components secure, plumb, and level. Attached panel brackets securely using anchor devices.

Toilet, Bath and Laundry Accessories: Toilet and bath accessories.

Products: ADA compliant, manufactured by Bobrick, American Specialties, Franklin Brass or approved.
Toilet Paper holder: Surface mounted, double roll, stainless steel, Bobrick B-7686.
Paper Towel Dispenser: Automatic, wired power supply, Semi-recessed, stainless steel, Bobrick B-29744.
Soap Dispenser: Automatic, wired power supply, counter mounted, liquid soap, Bobrick B-826.
Seat Cover Dispenser: Surface mounted, stainless steel, Bobrick B-301.
Sanitary Napkin Disposal: Surface mounted, stainless steel, Bobrick B-221.
Grab Bars: Satin stainless steel, 1 ½" diameter, concealed mounting, Bobrick B-6206.
Changing Table: Horizontal surface mounted, plastic, Koala Corp. PHX-1 or approved.

Execution: Verify surfaces and internal wall blocking are ready to receive work. Install items plumb and level, securely and rigidly anchored to substrate. Mounting heights and locations as indicated on drawings.

DIVISION 11 - NOT USED

DIVISION 12 - FURNISHINGS

Casework: Modular plastic laminate veneer over wood cabinets, countertops, and related hardware.

Shop Drawings: Indicate casework locations, scale plans, elevations, cabinet dimensions, clearances required, location and number of shelves, swing of doors, location of hardware, countertops and backsplashes.

Products:
Cabinets:
Face Frames or Stiles: ¾ inch thick plywood
Shelves: ½ inch minimum MDO plywood, edge banded. Shelf brackets shall be heavy duty metal.
Doors: Flush overlay type with heavy duty self-closing semi-concealed hinges.
Door and Drawer Pulls: Solid brass, style and finish as selected by Owner.
Drawers: Fronts same material as doors. Drawer slides KV 1284 or equal, load rating class 100 lbs, side mounting single channel.

Countertops & Backsplashes:
Granite: 3 cm solid slab; full radius edge; 4-inch-high granite tile backsplash to match slab

Factory Finishings:
Plastic Laminate: Fully post formed high-pressure plastic laminate, nominal thickness .062 inches. Color and texture as selected from manufacturer's standard range.
Wood: Medium stain with transparent finish

Execution: Verify adequacy of backing and location of mechanical and electrical outlets. Set and secure casework in place rigid, plumb, and level. Provide cutouts for plumbing fixtures, appliances, and other fixtures and fittings. Use concealed joint fasteners to align and secure adjoining cabinet units and counter tops. Carefully scribe casework against other building materials. Secure cabinet bases to floor using appropriate anchorage. Adjust operating hardware to function smoothly and correctly. Install backsplashes and end splashes where indicated. Clean exposed and semi-exposed surfaces ready for use.

DIVISION 13 - NOT USED

DIVISION 14 - NOT USED

DIVISION 15 - 20 NOT USED

DIVISION 21 - FIRE SUPPRESSION

Fire Suppression System: New fire suppression system including wet pipe sprinkler, standpipe, fire department connections and fire pump as required. Design, fabricate, install and secure all necessary acceptances of a complete fire protection automatic sprinkler system acceptable to the local and state Fire Marshal and in accordance with the standards set forth in this Section and NFPA 13.

Shop Drawings: Layout drawings shall be prepared by the sprinkler sub-contractor and shall include layouts of all equipment, piping and heads, valves, flow switches and devices used for control of flow. Drawings shall indicate relationship of all other overhead items including beams, ductwork, ceiling air diffusers, lighting fixtures and all other items that may impact lay-out.

Products: Piping, heads, valves, switches, alarms, pumps, motors and all other accessories as required for a complete, operational system.

Execution:
Prior to the commencement of the fire sprinkler system design or installation, inspect existing conditions to verify that the installation may be made in accordance with the design intent and all applicable codes. All fire protection piping and equipment shall be concealed except in areas without ceilings. Hold piping as tight to structure as possible. In general, run piping in areas without ceilings parallel to building elements in a neat, workmanlike manner. Do not cut or make holes in any part of the building or structure unless specifically approved by Architect.
Upon completion of installation fully instruct Owner's Representative in complete operations, adjustment and maintenance of system. Furnish and install (location as directed by Fire Marshal) a printed sheet protected by glass, giving brief instructions regarding control, emergency procedure, and related operating and emergency data.

DIVISION 22 - PLUMBING

Basic Plumbing Materials and Methods: Modifications to existing plumbing systems as required to accommodate new work. The work of this section shall be completed on a Design-Build basis. Plumbing contractor shall provide and submit to the authority having jurisdiction all documents necessary to obtain such permits and receive all required inspections. The information provided on the drawings and listed below is provided to show general design intent and parameters. Contractor shall coordinate and verify all specific details and requirements as necessary to provide complete and functional systems complying with all applicable current codes, including ADA. Contractor shall submit documents to Architect for review prior to permit submittal.

Products:
All fixtures to be commercial grade, ADA compliant, hands-free operation.

Execution:
Install all equipment in strict accordance with the manufacturer's instructions.
Install unions in all non-flanged piping connections to apparatus and adjacent to screwed control valves and any appurtenances requiring removal for servicing, so located that piping may be disconnected without disturbing the general system. Provide dielectric fittings between dissimilar metals.
Upon completion of installation, fully instruct Owner's Representative in complete operations, adjustment and maintenance of each respective installation.

DIVISION 23 - HVAC

Basic HVAC Materials and Methods: Modifications to existing HVAC systems as required to accommodate new work. The work of this section shall be completed on a Design-Build basis. Mechanical contractor shall provide and submit to the authority having jurisdiction all documents necessary to obtain such permits and receive all required inspections. The information provided on the drawings and listed below is provided to show general design intent and parameters. Contractor shall coordinate and verify all specific details and requirements as necessary to provide complete and functional systems complying with all applicable current codes. Contractor shall submit documents to Architect for review prior to permit submittal.

Execution:
Examination:
Verify that building is ready to receive work and opening dimensions are as illustrated by the manufacturer. Verify that proper power supply is available.

Installation:
Install in accordance with manufacturer's instructions and applicable code. Ensure make-up air, ventilation and fixture clearances are all in accordance with manufacturer's installation instructions. Run all systems minimum of 4 hours continuously at start up. Notify Owner 2 days in advance of start up. Provide supports for all apparatus as required by the manufacturer. Remove, clean and replace all existing grilles and diffusers and clean ductwork of debris and dust accumulation prior to starting fan systems. Touch up factory-painted surfaces, as necessary, with paint of matching color. Upon completion of installation, fully instruct Owner's Representative in complete operations, adjustment and maintenance of each respective installation.

DIVISION 24 TO 25 - NOT USED

DIVISION 26 - ELECTRICAL

Basic Electrical Materials and Methods: Modifications to existing electrical, lighting and low voltage systems as required to accommodate new work.

The work of this section shall be completed on a Design-Build basis. Electrical and low voltage contractors shall provide and submit to the authority having jurisdiction all documents necessary to obtain such permits and receive all required inspections. The information provided on the drawings and listed below is provided to show general design intent and parameters. Contractor shall coordinate and verify all specific details and requirements as necessary to provide complete and functional systems complying with all applicable current codes. Contractor shall submit documents to Architect for review prior to permit submittal.

Products:
Lighting: Refer to Drawings for Light Fixture Schedule.
Fire Alarm: General Contractor shall provide and install fire and smoke detection and alarm system to extent required by code or as directed by Owner.
Security Alarm: General Contractor shall provide and install security alarm system as directed by Owner.
Telephone/Data: Phones to be provided and installed by Owner. General Contractor to provide and install all phone and data conduit and cabling from terminal board to outlet locations as indicated on drawings.
Stereo: System receiver to be provided by Owner. General contractor to provide and install speakers and cabling to outlets as indicated on drawings.

Execution:
Install all items in strict accordance with the manufacturer's instructions unless otherwise indicated. Install luminaires uniformly aligned and level at heights indicated on drawings. Provide each fixture with a lamp as specified or as catalogued for the specific fixture type. Remove diffuser/globe of any existing fixtures to remain; thoroughly clean, re-lamp and replace upon completion of construction.
Touch up factory-painted surfaces, as necessary, with paint of matching color.

DOOR SCHEDULE									
◆	SIZE	THK	TYPE	MATERIALS			DETAILS	NOTES	
				DOOR	FRAME	HDWR			
E	EXISTING							EXISTING TO REMAIN	
1	3'-0" x 1'-0"	1 ¾"	FL	HM	HM	1			
2	3'-0" x 1'-0"	1 ¾"	FL	HM	HM	1			
3	3'-0" x 1'-0"	1 ¾"	FNL	WD	WD	2			
4	3'-0" x 1'-0"	1 ¾"	FNL	WD	WD	3			
5	3'-0" x 1'-0"	1 ¾"	FNL	WD	WD	3			
6	3'-0" x 1'-0"	1 ¾"	FL	HM	HM	4	1/A5.1	INSUL	
7	3'-0" x 1'-0"	1 ¾"	FNL	WD	WD	2			
8	3'-0" x 1'-0"	1 ¾"	FNL	WD	WD	5			
9	3'-0" x 1'-0"	1 ¾"	FG	WD	WD	6			
10	3'-0" x 1'-0"	1 ¾"	FL	HM	HM	1			
11	3'-0" x 1'-0"	1 ¾"	FL	HM	HM	1			
12	3'-0" x 1'-0"	--	GATE	MTL	--	--		PROVIDED BY OWNER. VFY MOUNTG REQ'TMS & HARDWARE	

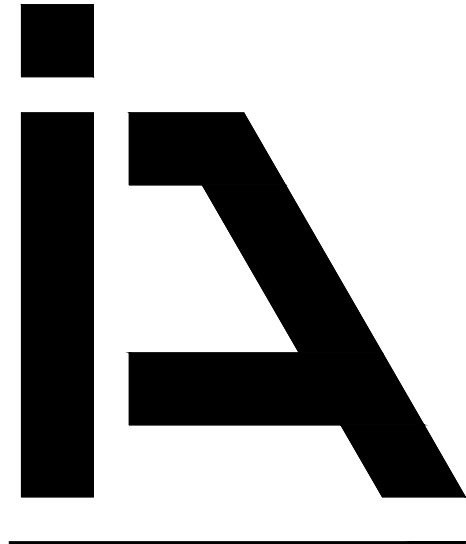
FG = FULL GLAZED
FL = FLUSH
HG = HALF-GLAZED
HM = HOLLOW METAL
FNL = PANEL, SELECTION BY OWNER
TEMP = TEMPERED GLAZING
VP = VISION PANEL
WD = WOOD

HARDWARE SCHEDULE:

- HINGES, STORAGE LOCKSET, WALL STOP
- HINGES, PANIC EXIT DEVICE, CLASSROOM LOCKSET, CLOSER
- HINGES, PUSH/PULLS, CLOSER, KICK PLATE, WALL STOP
- HINGES, CLASSROOM LOCKSET, CLOSER, KICK PLATE, WALL STOP
- HINGES, OCCUPANCY INDICATOR LOCKSET w/ SINGLE ACTION EXIT, CLOSER, WALL STOP
- HINGES, CLASSROOM LOCKSET, WALL STOP

WINDOW SCHEDULE					
⊗	SIZE	TYPE	MAT.	DETAILS	NOTES
A	3'-2' x 4'-6'	FxD	WD	2/A5.1	TEMP
B	3'-2' x 4'-6'	FxD	WD	2/A5.1	TEMP
C	3'-2' x 4'-6'	FxD	WD	2/A5.1	TEMP
D	3'-2' x 4'-6'	FxD	WD	2/A5.1	TEMP

EX = EXIST'G TO REMAIN
FxD = FIXED
HM = HOLLOW METAL
R.O. = ROUGH OPENING
SLD = SLIDER
TEMP = TEMPERED GLAZING
WD = WOOD



1307 Seventh Street
Oregon City, OR 97045
503-656-1942 ph
503-656-0658 fax
www.iselinarchitects.com



Interior Tenant Improvements
Bridgeview Pub
624 Main Street Oregon City, OR 97045

PROJ. NO. : 2249
FILE : A-SPEC
DATE : 4/17/23

SHEET #
A6.1
SCHEDULES, NOTES
SPECIFICATIONS



City of Oregon City

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

Staff Report

File Number: 14-531

Agenda Date: 9/17/2014

Status: Agenda Ready

To: City Commission

Agenda #: 7b.

From: Public Works Director John Lewis

File Type: Ordinance

SUBJECT:

Ordinance for Introduction, No. 14-1011, Amending Chapter 13.20, System Development Charge for Capital Improvements, Relating to SDC Credits or Reductions on a Development's Most Recent Structure or Use

RECOMMENDED ACTION (Motion):

Staff recommends the City Commission approve the first reading of Ordinance No. 14-1011.

BACKGROUND:

In 2013, the City contracted with FCS Group, a financial consulting company, to review City Code, resolutions and ordinances relating to system development charges (SDCs). Specifically, the focus of the analysis was on the City's policy of charging a full SDC for occupying property that has been vacant for eighteen months. As part of the review performed by FCS Group, they researched the practices at other Portland metropolitan area cities to determine policy objectives and best practices.

Following their research, FCS Group found a few items that they recommended modifying which have been incorporated into the ordinance. These changes include making Municipal Code 13.20 more consistent with existing City practices, extending redevelopment credits for the previous use of a site using a two tier approach, removing the SDC exemption allowed by publicly owned recreational facilities, eliminating an allowance for SDC credits to be carried forward when properties are redeveloped less intensely than a previous use, and removing OCMC 13.20.090 which is no longer relevant.

A draft of the proposed Municipal Code change language was previously presented to the City Commission on June 18, 2014, which was the conclusion of an appeal of the Public Works Director's decision to deny a request for a SDC reduction for the redevelopment of 512/514 7th Street. At that time, the City Commission indicated their willingness to make changes necessary to Municipal Code 13.20.

ORDINANCE NO. 14-1011

AN ORDINANCE OF THE CITY OF OREGON CITY AMENDING CHAPTER 13.20, SYSTEM DEVELOPMENT CHARGE FOR CAPITAL IMPROVEMENTS, RELATING TO SDC CREDITS OR REDUCTIONS BASED ON A DEVELOPMENT'S MOST RECENT STRUCTURE OR USE.

WHEREAS, ORS 223.299(4)(a) defines a "system development charge" as a reimbursement fee, an improvement fee or a combination thereof assessed or collected at the time of increased usage of a capital improvement or issuance of a development permit, building permit, or connection to the capital improvement; and

WHEREAS, the City hired a financial consultant to review its system development charge (SDC) code and to recommend revisions; and

WHEREAS, the City's consultant has determined that terminology in Oregon City Municipal Code (OCMC) 13.20 can be better aligned with current statutory language; and

WHEREAS, OCMC 13.20.050 provides for "a reduced SDC or a reimbursement" when a "development involves the redevelopment of an already existing structure or use" and OCMC 13.20.020 defines "already existing structure or use" as "the most intensive use conducted on the subject property within the previous eighteen months from the date of permit application"; and

WHEREAS, the City finds that eighteen months is an insufficient window of time to provide for rapid development and this time period should be increased; and

WHEREAS, OCMC 13.20.030(E) exempts "publicly owned recreational facilities" from payment of SDCs which is not reflective of said uses' demands on public infrastructure ; and

WHEREAS, OCMC 13.20.050 allows "an SDC credit carry-forward" for a property whose redeveloped use is less intense than its already existing or most recent use leading to an SDC reduction or reimbursement which exceeds statutory requirements and increases financial risk to the City; and

WHEREAS, OCMC 13.30.090 was previously added to address a specific, short-term issue which is no longer relevant.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. Chapter 13.20 of the Oregon City Municipal Code shall be modified as follows:

13.20.010 Purpose and applicability.

The purpose of this chapter is to create a system development charge (SDC) to be assessed on development including a new connection or increased size connection to an already existing structure or use that increases the usage or demand on the city's sewer, water, stormwater drainage, parks and transportation systems. SDCs are intended to pay for the cost of constructing or providing capacity in these city systems sufficient to accommodate new development. SDCs are imposed in addition to any assessments,

exactions, dedications, charges, fees and any other conditions of development approval imposed by the city on development. SDCs shall be assessed at the time of building permit application and shall be due and payable at the time of issuance of a building permit. Building permits include new connection or increased size water and sanitary sewer connection permits for an already existing structure or use. SDCs assessed pursuant to this chapter are not within the limits imposed under the Oregon Constitution, Article XI, Section 11b.

13.20.020 Definitions.

For purposes of this chapter, the following definitions shall control:

~~"Already existing"~~ **Most recent** structure or use" means the most intensive **recent legally approved** use conducted on the subject property within the previous ~~eighteen months~~ **eight years** from the date of permit application. **A property upon which there has been no development within the previous eight years does not have a most recent structure or use.**

"Applicant" means the party who applies for a building permit that is subject to a system development charge under this chapter.

"Capital improvement" means facilities or assets used for the following systems, but does not include the costs of operation or routine maintenance:

1. Water supply, treatment or distribution;
2. Waste water collection, transmission, treatment and disposal;
3. Drainage and flood control;
4. Transportation; or
5. Parks and recreation.

"Capital improvement plan" and "facility master plan" mean any plan adopted by the city pursuant to ORS 223.309.

"Condition of development approval" means any requirement imposed by the planning manager, planning commission, city commission or any other city decision-maker on a development.

"Connection" means making a new connection or increased size connection to an existing structure or use for city water, sanitary sewer, or stormwater.

"Developer" means the successful applicant for any land use, limited land use, expedited land division, planned unit development or permit approved pursuant to Title 16 or 17 of this code. It also means the successful applicant of any building permit that will result in increased usage of a capital improvement.

"Development" means any land use, limited land use, expedited land division, planned unit development or permit approved pursuant to Title 16 or 17 of this code. It also means any building permit resulting in increased usage of capital improvements and any new connection or increased size connection for a capital improvement. For purposes

of this section, capital improvements include the city's transportation system, water system, sanitary sewer system, parks system, or stormwater drainage system.

"Director" means the director of public works or that person's designee.

"Improvement fee" means a fee for costs associated with capital improvements yet to be constructed.

"Permit application" means an application for a building permit.

"Qualified public improvement" means ~~the construction or financing of a capital improvement or the conveyance of an interest in real property~~ that is required by the city as a condition of the development approval, is identified in a capital improvement plan or facility master plan adopted pursuant to ORS 223.309 and either:

1. Is not located on or contiguous to the property that is the subject of ~~the permit application~~ development approval; or
2. Is located in whole or in part on or contiguous to the property that is the subject of ~~a permit application~~ development approval and, in the opinion of the director, is required to be built larger or with greater capacity ~~(over capacity)~~ than is necessary ~~to serve for~~ the development. There is a rebuttable presumption that improvements built to the city's minimum adopted standards are required to serve the applicant's development and to mitigate for system impacts attributable to the applicant's development.

"Reimbursement fee" means a fee for ~~the costs~~ associated with capital improvements already constructed, or under construction when the fee is established, for which the city determines that capacity exists.

"Standard legal rate" means the rate of interest specified in ORS 82.010(1).

"System development charge" or "SDC" means a reimbursement fee, an improvement fee or a combination thereof assessed or collected at the time of issuance of a building permit. System development charge includes that portion of a sewer or water system connection charge that is greater than the amount necessary to reimburse the city for its average cost of inspecting and installing connections with water and sewer facilities. System development charge does not include any fees assessed or collected as part of a local improvement district or a charge in lieu of a local improvement district assessment, or the cost of complying with requirements or conditions imposed upon a land use decision, expedited land division or limited land use decision.

(Ord. 06-1013, 2006; Ord. 04-1000 (part), 2004; Ord. 97-1032 § 1(part), 1997)

13.20.030 Charge imposed

- A. The city commission may establish and modify SDCs from time to time by resolution ~~an SDC for any capital improvement.~~
- B. When an SDC has been established, unless otherwise exempted by the provisions of this chapter or other applicable law, it shall be imposed upon all development within the city, and upon all development outside the boundary of the city that connects to or otherwise uses the capital improvements of the city. The SDC shall

be calculated and assessed at the time the city receives a complete building permit application or, if a building permit is not required, at the time of connection to the city's systems. The SDC shall be due and payable at the time the city issues a building permit or, if a building permit is not required, at the time of actual connection to the city's systems. Building permits shall not be issued nor shall connection to the city systems be allowed until the required SDCs are paid in full or a binding payment plan entered into pursuant to Section 13.20.080.

- C. Any resolution establishing or modifying a reimbursement SDCfee shall contain a methodology which considers the cost of existing facilities, prior contributions by existing users, the value of unused capacity, rate-making principles employed to finance publicly owned capital improvements, and any other factors deemed relevant by the city commission. The methodology shall promote the objective that future system users shall contribute no more than an equitable share of the costs of existing facilities. The city's adoption or modification of an SDC shall comply with the procedural requirements of ORS 223.304(5), and any such decision shall not be a land use or limited land use decision.
- D. Any resolution establishing or modifying an improvement SDCfee shall contain a methodology which considers the cost of projected capital improvements needed to increase the capacity of the systems to which the fee is related in order to accommodate new development. The city's adoption or modification of an SDC shall comply with the procedural requirements of ORS 223.304(5), and any such decision shall not be a land use or limited land use decision.
- ~~E. Exemption. Publicly owned recreational facilities, used and maintained for public use, including restrooms, locker rooms, storage building, parking lots and the like, shall not be subject to SDCs imposed pursuant to this chapter.~~

(Ord. 97-1032 §1(part), 1997)

13.20.040 SDC credit.

The city shall grant to an applicant a credit against any improvement SDCfee assessed when the applicant, or the developer from whom the applicant purchased a lot, constructs or dedicates a qualified public improvement as part of a development. The initial determination on all credit requests shall be a decision by the director, and the applicant bears the burden of evidence and persuasion in establishing entitlement to an SDC credit and the amount of SDC credit in accordance with the requirements of this chapter.

- A. To obtain an SDC credit, the applicant must make the request in writing prior to the city's issuance of the first building permit for the development in question. In the request, the applicant must identify the improvement for which credit is sought, explain how the improvement is a qualified public improvement, and document, with credible evidence, the value of the improvement for which credit is sought. If, in the opinion of the director, the improvement is a qualified public improvement, the city shall allow an SDC credit to the applicant against the SDC to which the improvement is related in an amount equal to the fair market value of the improvement. Fair market value shall be determined by the director based on credible evidence of the following:

1. For dedicated lands, value shall be based upon a written appraisal of fair market value by a qualified, professional appraiser based upon comparable sales of similar property between unrelated parties in an arms-length transaction;
 2. For a qualified public improvement yet to be constructed, value shall be based upon the anticipated cost of construction. Any such cost estimates shall be certified by a professional architect or engineer or based on a fixed price bid from a contractor ready and able to construct the improvement(s) for which SDC credit is sought;
 3. For a qualified public improvement already constructed, value shall be based on the actual cost of construction as verified by receipts submitted by the applicant;
 4. For a qualified public improvement located on, or contiguous to, the site of the development, only the over-capacity portion as described in the definition of qualified public improvement is eligible for SDC credit. There is a rebuttable presumption that the over-capacity portion of such a qualified public improvement is limited to the portion constructed larger, or of greater capacity, than the city's minimum standard facility capacity or size needed to serve the particular development.
- B. Form of Credit and Limitation On Use. When given, SDC credits shall be for a particular dollar value as a credit against an SDC assessed on a development. Credits may only be used to defray or pay the SDC for the particular capital improvement system to which the qualified public improvement related, e.g., credit from a qualified public improvement for sewer may only be used to pay or defray a sewer SDC.
- C. Credit Carry-Forward. Where the amount of an SDC credit approved under this section exceeds the amount of an SDC assessed on a development for a particular capital improvement system, the excess credit may be carried forward pursuant to the following rules:
1. An SDC credit carry-forward shall be issued by the Director for a particular dollar value to the developer who earned the SDC credit and may be used by the developer to satisfy SDC requirements for any other development applied for by the developer within the city. SDC credit carry-forwards are not negotiable or transferable to any party other than the one to whom they are issued.
 2. The city shall accept an SDC credit carry-forward presented by a developer as full or partial payment for the SDC due on any of the developer's developments.
 3. SDC credit carry-forwards are void and of no value if not redeemed with the city for payment of an SDC of the same type of capital improvement system for which the credit was issued within five years of the date of issuance.

(Ord. 00-1003 §4, 2000; Ord. 97-1032 §1 (part), 1997)

13.20.050 SDC reduction or reimbursement.

In the event an applicant's development involves the redevelopment of property ~~an already~~, the applicant may be eligible for a reduced SDC ~~or a reimbursement~~. The

amount of the SDC assessed upon the development shall be calculated by the director as **follows:**

- A. **For redevelopment occurring within four years of the most recent structure or use, it is** the SDC required under the current methodology, minus the SDC that would be attributable to the already existing structure or use.
- B. **For redevelopment occurring after four years and within eight years of the most recent structure or use, the SDC will be reduced by one-half of the SDC that would be attributable to the most recent structure or use.**

If the SDC attributable to the ~~already existing~~ **most recent** structure or use exceeds the SDC assessed upon the applicant's development, ~~the city shall reimburse the difference to the applicant as an SDC credit carry-forward, the use of which is governed by Section 13.20.040~~ **then no SDC shall be owed and no refund or reimbursement shall be granted.**

(Ord. 97-1032 §1 (part), 1997)

13.20.060 Authorized expenditures.

- A. General. SDC proceeds may only be expended on capital improvements included on a capital improvement plan or facility master plan **list of capital improvements that the city intends to fund, in whole or in part, with SDC revenues**, including the cost of compliance with this chapter, development of capital improvement plans or facility master plans, development of methodologies, annual accounting of SDC expenditures, debt repayment, engineering, design and construction and related expenses.
- B. Reimbursement ~~SDC fee~~. Proceeds from reimbursement ~~SDCs~~ **fees** shall be spent only on capital improvements associated with the systems for which the fees are assessed.
- C. Improvement ~~SDC fee~~. Proceeds from improvement ~~SDCs~~ **fees** shall be spent only on capacity increasing capital improvements. An increase in system capacity is presumed to exist if a capital improvement increases the capacity or level of performance or service provided by the existing facilities or provides new facilities to meet increased demand. **The portion of the capital improvements funded by improvement fees must be related to the need for increased capacity to provide service for future users.**
- D. Limitations. SDC proceeds shall not be used to pay the costs of, or associated with, the construction of administrative office facilities that are more than an incidental part of other capital improvements nor for operation or routine maintenance of capital improvements.

(Ord. 97-1032 §1 (part), 1997)

13.20.070 Appeals.

Any party aggrieved by a decision rendered by the city pursuant to this chapter may appeal that decision according to this section. An appeal under this section is a mandatory administrative step required before any aggrieved party may seek redress through the court system.

- A. SDC Assessment, Reduction and Reimbursement Appeals. An applicant may appeal the director's decision as to the amount of an SDC or the amount of an SDC reduction or reimbursement to the city commission by filing with the city recorder a notice of appeal within fourteen days of the date of the director's decision. The notice of appeal shall explain how the applicant is aggrieved and shall set forth with particularity the basis for the appeal. In response to a timely-filed appeal, the city commission shall hold an evidentiary hearing during which the applicant may substantiate with additional evidence its claim for a different SDC assessment, reduction or reimbursement. The city commission shall make a de novo review of the director's decision and issue its own decision in writing, which shall be final when signed by the mayor. The city shall withhold the issuance of building and other permits relating to the property for which an appeal has been filed until all such appeals are conclusively resolved.
- B. Credit Appeals. An applicant may appeal the director's decision on an SDC credit request to the city commission by filing with the city recorder a notice of appeal within fourteen days of when the director's decision is signed. The notice of appeal shall explain how the applicant is aggrieved and shall set forth with particularity the basis for the appeal. In response to a timely-filed SDC credit appeal, the city commission shall hold an evidentiary hearing during which the applicant may substantiate with additional evidence its claim for the credit request and the amount of that claim. The city commission shall make a de novo review of the director's decision and issue its own decision in writing, which shall be final when signed by the mayor. The city shall withhold the issuance of building and other permits relating to the property for which an appeal has been filed until all such appeals are conclusively resolved.
- C. Expenditure Appeals. Any aggrieved party may appeal an expenditure of SDC funds by filing with the city recorder a notice of appeal within two years of the date of the challenged expenditure. In response to a timely-filed SDC expenditure appeal, the city commission shall hold an evidentiary hearing to determine whether the challenged expenditure was in accordance with ORS 223.297 to 223.314 and the requirements of this chapter. If the city commission determines there was an improper expenditure of SDC funds, the city commission shall direct that a sum equal to the misspent amount be deposited within one year to the credit of the account of the fund from which it was spent.

(Ord. 97-1032 §1 (part), 1997)

13.20.080 Deferred SDC payment allowed.

- A. SDCs must either be paid in full upon issuance of building permits or payment may be deferred through two alternative methods pursuant to this section.
- B. ~~Short Term Deferral. An applicant may defer payment of all or part of an SDC until the time of issuance of an occupancy permit by executing a promissory note and authorization to impose lien on forms supplied by the city. Under this option, the applicant may defer the SDC payment up to, but no later than, the time occupancy permits are issued for the property that is the subject of the development. The city has the right to withhold issuance of occupancy permits if the SDCs are not paid in full prior to that point. Prior to the time of final payment of the SDCs under this~~

deferral option, an applicant may elect the long-term deferral option described below.

- ~~C.~~ Long Term Deferral. An applicant may defer payment of an SDC through installment payments under the state Bancroft Bonding Act in accordance with applicable state law.
- ~~DB.~~ For both methods, ~~t~~The city recorder~~finance director~~ shall provide the applicant with the appropriate forms, which may include a requirement for security acceptable to the city for the unpaid balance and interest, or a valid consent to lien the affected property, a waiver of all rights to contest the validity of the lien, and the classification of the charge as not within the limits imposed under Oregon Constitution, Article XI, Section 11b.
- ~~EC.~~ The city recorder~~finance director~~ shall report~~provide~~ to the city commission ~~annually~~the amount of the SDC assessed, the dates on which the payments are due, the name of the owner, and the legal description of the property an accounting of the total deferred SDCs that are outstanding.
- ~~FD.~~ The city recorder~~finance director~~ shall docket any lien in the lien docket. From that time, the city shall have a lien upon the described parcel for the amount of the unpaid SDC, together with both interest on the unpaid balance at the standard legal rate and any actual costs incurred as a result of the deferral. The lien shall be enforceable in the manner provided in ORS Chapter 223, and shall have priority over all other liens to the extent allowed by applicable law.

(Ord. 97-1032 §1 (part), 1997)

13.20.090 Undercharged transportation system development charge repayment program.

- ~~A.~~ This section shall apply to undercharged transportation system development charges ("TSDC") that were paid as part of building permits issued between May 1, 2009 and December 5, 2012.
- ~~B.~~ For purposes of this section "undercharged" or "undercharges" means a payment that is less than that provided under the city's TSDC methodology in place at the time the building permit was issued.
- ~~C.~~ The repayment programs and options of this section are available to all applicants and developers that were impacted by the undercharged TSDC regardless of whether or not the applicant or developer has paid the full amount of the TSDC as of the date of the enactment of this chapter.
- ~~D.~~ In cases where the city has issued a building permit but a certificate of occupancy permit had not been issued prior to December 5, 2012, an applicant or developer shall have the following repayment options:
 - ~~1.~~ Pay the TSDC outstanding balance prior to receiving a certificate of occupancy and receive a twenty percent reduction of the TSDC undercharge; or
 - ~~2.~~ Enter into a long-term repayment of the total outstanding undercharged TSDC amount. The city will charge a zero percent interest rate on the principal for the first twenty-four months. After twenty-four months, the standard legal rate will apply.
- ~~E.~~ In cases where the city has issued a certificate of occupancy prior to December 5, 2012, the city will not seek payment of the outstanding TSDC.

- ~~F. Applicants or developers that where undercharged TSDC are eligible for a long-term SOC deferral interest rate of two percent for the first twelve months for future development projects occurring within the city that are subject to SOC assessment prior to February 7, 2014. After the first twelve months of a deferred payment agreement, the standard legal rate will apply.~~
- ~~1. To qualify for the deferred interest rate under this section, the following criteria shall be met:

 - ~~a. The long-term deferral of the SDCs at the reduced interest rate shall have been entered into prior to February 7, 2014; and~~
 - ~~b. The applicant shall demonstrate that they were undercharged Transportation SDCs and have participated in the Undercharged Transportation System Development Charge Repayment Program in Section 13.20.090; and~~
 - ~~c. The applicant shall be current on all undercharged SOC payments or shall have paid in full the outstanding balance due.~~~~
 - ~~2. The city recorder shall provide the applicant or developer with the appropriate forms, which may include a requirement for security acceptable to the city for the unpaid balance and interest, or a valid consent to lien the affected property, a waiver of all rights to contest the validity of the lien, and the classification of the charge as not within the limits imposed under Oregon Constitution, Article XI, Section 11b.~~

~~(Ord. No. 13-1004, § 1, 2-6-2013)~~

Section 2. The effective date of this Ordinance shall be the effective date of the second reading of the ordinance by the City Commission.

Read for the first time at a regular meeting of the City Commission held on the 17th day of September, 2014 and the City Commission finally enacted the foregoing ordinance this 15th day of October, 2014.

DOUG NEELEY, Mayor

Attested to this 15th day of October, 2014:

Approved as to legal sufficiency:

Nancy Ide, City Recorder

City Attorney



City of Oregon City

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

Staff Report

File Number: 17-613

Agenda Date: 12/6/2017

Status: Agenda Ready

To: City Commission

Agenda #:

From: John Lewis

File Type: Ordinance

SUBJECT:

First Reading of Ordinance No. 17-1013: Amending the Oregon City Municipal Code Title 13, Public Services, Section 13.20 System Development Charge for Capital Improvements

RECOMMENDED ACTION (Motion):

Staff recommends the City Commission approve the First Reading of Ordinance No. 17-1013: Amending Oregon City Municipal Code (OCMC) Chapter 13.20 System Development Charge for Capital Improvements.

BACKGROUND:

The City worked with the development community and the Oregon City Chamber of Commerce to host "A Collaborative Forum, OC's System Development Charge - From the Ground up" in September, 2015. The event was well attended and allowed a collaborative approach to better understanding SDCs.

In April, 2017, the City hosted the Oregon City SDC Roundtable Focusing on Transportation, this event was scheduled as a follow-up meeting to the SDC Forum that would focus on Transportation SDCs. The event was attended by 31 interested parties, and included information on the upcoming Transportation SDC update.

The Oregon City Chamber of Commerce requested various changes related to SDCs in a letter dated January 31, 2017.

Staff has evaluated the feedback received and the changes requested by the Oregon City Chamber of Commerce and has completed a thorough review of OCMC Section 13.20 System Development Charge for Capital Improvements, and proposes the following:

Clarification to one definition (OCMC 13.20.020):

- "Most recent structure or use" from 10 years to the following:
 - Residential Structures: any residential structure documented to exist using the City's record of historic aerial photos for year 1994 and after
 - Non-Residential Structures: the most recent legally approved use conducted on the

subject property after January 1, 2000

Amendments to the SDC Credit (OCMC 13.20.040):

- Clarification to the acceptable methods of determining the value for qualified public improvements.
- ORS 223.304.5.d states SDC credits can be allowed to be used no later than ten years from the date the credit was given. Staff proposes to correspond with ORS 223.304.5.d, extending our timeframe from five (5) years to ten (10) years, the most legally allowed.
- OCMC 13.20.050.A SDC Reduction or Reimbursement is proposed to be amended from ten (10) years in association with the most recent structure or use definition.

ORDINANCE NO. 17-1013

AN ORDINANCE OF THE CITY OF OREGON CITY AMENDING OREGON CITY MUNICIPAL CODE TITLE 13, PUBLIC SERVICES, SECTION 13.20, SYSTEM DEVELOPMENT CHARGE FOR CAPITAL IMPROVEMENTS

WHEREAS, ORS 223.299(4)(a) defines a "system development charge" as a reimbursement fee, an improvement fee or a combination thereof assessed or collected at the time of increased usage of a capital improvement or issuance of a development permit, building permit, or connection to the capital improvement; and

WHEREAS, the City has worked with a financial consultant to review its system development charge (SDC) code and to recommend revisions; and

WHEREAS, the City has determined that terminology in Oregon City Municipal Code (OCMC) 13.20 can be better aligned with current statutory language; and

WHEREAS, OCMC 13.20.020 states that "most recent structure or use" is defined as "the most recent legally approved use conducted on the subject property within the previous ten years from the date of permit application;" and

WHEREAS, OCMC 13.20.050.A states "for redevelopment occurring within ten years of the most recent structure or use;" and

WHEREAS, the City finds that ten years is an insufficient window of time to provide for redevelopment and this time period should be increased; and

WHEREAS, the City finds that clarifications can be made to the determination of value for qualified public improvements; and

WHEREAS, OCMC 13.20.040(C)3 states that SDC credit carry-forwards are void and of no value if not redeemed within five years; and

WHEREAS, the City finds that ORS 223.307.5.d states credits can be allowed to be used not later than ten years from the date the credit is given.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. Oregon City Municipal Code Chapter 13.20 is amended as shown below, with the changes **highlighted** and additions shown in underline and deletions shown as ~~striketrough~~.

Chapter 13.20 - SYSTEM DEVELOPMENT CHARGE FOR CAPITAL IMPROVEMENTS

13.20.020 - Definitions.

For purposes of this chapter, the following definitions shall control:

"Applicant" means the party who applies for a building permit that is subject to a system development charge under this chapter.

"Capital improvement" means facilities or assets used for the following systems, but does not include the costs of operation or routine maintenance:

1. Water supply, treatment or distribution;
2. Waste water collection, transmission, treatment and disposal;
3. Drainage and flood control;
4. Transportation; or
5. Parks and recreation.

"Capital improvement plan" and "facility master plan" mean any plan adopted by the city pursuant to ORS 223.309.

"Condition of development approval" means any requirement imposed by the planning manager, planning commission, city commission or any other city decision-maker on a development.

"Connection" means making a new connection or increased size connection to an existing structure or use for city water, sanitary sewer, or stormwater.

"Developer" means the successful applicant for any land use, limited land use, expedited land division, planned unit development or permit approved pursuant to Title 16 or 17 of this code. It also means the successful applicant of any building permit that will result in increased usage of a capital improvement.

"Development" means any land use, limited land use, expedited land division, planned unit development or permit approved pursuant to Title 16 or 17 of this code. It also means any building permit resulting in increased usage of capital improvements and any new connection or increased size connection for a capital improvement. For purposes of this section, capital improvements include the city's transportation system, water system, sanitary sewer system, parks system, or stormwater drainage system.

"Director" means the director of public works or that person's designee.

"Improvement fee" means a fee for costs associated with capital improvements yet to be constructed.

"Most recent structure or use" for residential structures means any residential structure documented to exist using the City's record of historic aerial photos for year 1994 and after; for non-residential structures means the most recent legally approved use conducted on the subject property within the previous ten years from the date of permit application after January 1, 2000. A property upon which there has been no residential development since the 1994 aerial photo or upon which there has been no non-residential development after January 1, 2000 within the previous ten years does not have a most recent structure or use.

"Permit application" means an application for a building permit.

"Qualified public improvement" means a capital improvement that is required by the city as a condition of the development approval, is identified in a capital improvement plan or facility master plan adopted pursuant to ORS 223.309 and either:

1. Is not located on or contiguous to the property that is the subject of development approval; or
2. Is located in whole or in part on or contiguous to the property that is the subject of development approval and, in the opinion of the director, is required to be built larger or

with greater capacity than is necessary for the development. There is a rebuttable presumption that improvements built to the city's minimum adopted standards are required to serve the applicant's development and to mitigate for system impacts attributable to the applicant's development.

"Reimbursement fee" means a fee for costs associated with capital improvements already constructed or under construction when the fee is established, for which the city determines that capacity exists.

"Standard legal rate" means the rate of interest specified in ORS 82.010(1).

"System development charge" or "SDC" means a reimbursement fee, an improvement fee or a combination thereof assessed or collected at the time of issuance of a building permit. System development charge includes that portion of a sewer or water system connection charge that is greater than the amount necessary to reimburse the city for its average cost of inspecting and installing connections with water and sewer facilities. System development charge does not include any fees assessed or collected as part of a local improvement district or a charge in lieu of a local improvement district assessment, or the cost of complying with requirements or conditions imposed upon a land use decision, expedited land division or limited land use decision.

13.20.040 - SDC credit.

The city shall grant to an applicant a credit against any improvement fee assessed when the applicant, or the developer from whom the applicant purchased a lot, constructs or dedicates a qualified public improvement as part of a development. The initial determination on all credit requests shall be a decision by the director, and the applicant bears the burden of evidence and persuasion in establishing entitlement to an SDC credit and the amount of SDC credit in accordance with the requirements of this chapter.

- A. To obtain an SDC credit, the applicant must make the request in writing prior to the city's issuance of the first building permit for the development in question. In the request, the applicant must identify the improvement for which credit is sought, explain how the improvement is a qualified public improvement, and document, with credible evidence, the value of the improvement for which credit is sought. If, in the opinion of the director, the improvement is a qualified public improvement, the city shall allow an SDC credit to the applicant against the SDC to which the improvement is related in an amount equal to the fair market value of the improvement. Fair market value shall be determined by the director based on credible evidence of the following:
 1. For dedicated lands, value shall be based upon a written appraisal of fair market value by a qualified, professional appraiser based upon comparable sales of similar property between unrelated parties in an arms-length transaction;
 2. For a qualified public improvement ~~yet to be constructed~~, value shall be approved by director, based upon a detailed cost estimate for the anticipated cost of construction including supporting cost documentation. Any such cost estimates shall be based on industry standard and prepared and certified by a professional architect or engineer or with supporting cost documentation based on a fixed detailed price bid from a contractor ready and able to construct the improvement(s) for which SDC credit is sought or current prices from at least two contractors' detailed price bid for similar public improvements;
 3. ~~For a qualified public improvement already constructed, value shall be based on the actual cost of construction as verified by receipts submitted by the applicant;~~

43. For a qualified public improvement located on, or contiguous to, the site of the development, only the over-capacity portion as described in the definition of qualified public improvement is eligible for SDC credit. There is a rebuttable presumption that the over-capacity portion of such a qualified public improvement is limited to the portion constructed larger, or of greater capacity, than the city's minimum standard facility capacity or size needed to serve the particular development.

- B. Form of Credit and Limitation on Use. When given, SDC credits shall be for a particular dollar value as a credit against an SDC assessed on a development. Credits may only be used to defray or pay the SDC for the particular capital improvement system to which the qualified public improvement related, e.g., credit from a qualified public improvement for sewer may only be used to pay or defray a sewer SDC.
- C. Credit Carry-Forward. Where the amount of an SDC credit approved under this section exceeds the amount of an SDC assessed on a development for a particular capital improvement system, the excess credit may be carried forward pursuant to the following rules:
 - 1. An SDC credit carry-forward shall be issued by the director for a particular dollar value to the developer who earned the SDC credit and may be used by the developer to satisfy SDC requirements for any other development applied for by the developer within the city. SDC credit carry-forwards are not negotiable or transferable to any party other than the one to whom they are issued.
 - 2. The city shall accept an SDC credit carry-forward presented by a developer as full or partial payment for the SDC due on any of the developer's developments.
 - 3. SDC credit carry-forwards are void and of no value if not redeemed with the city for payment of an SDC of the same type of capital improvement system for which the credit was issued within **five ten** years of the date of issuance.

13.20.050 - SDC reduction or reimbursement.

In the event an applicant's development involves the redevelopment of property, the applicant may be eligible for a reduced SDC. In that event, the amount of the SDC assessed upon the development shall be calculated by the director as follows:

- A. ~~For redevelopment occurring within ten years of the most recent structure or use, it is~~ The SDC required under the current methodology minus the SDC that would be attributable to the ~~already existing most recent~~ structure or use ~~(if one exists) for all adopted SDC types.~~

If the SDC attributable to the most recent structure or use exceeds the SDC assessed upon the applicant's development, then no SDC shall be owed and no refund or reimbursement shall be granted.

All other provisions contained in Section 13.20 shall remain unchanged.

Read for the first time at a regular meeting of the City Commission held on the 6th day of December, 2017, and the City Commission finally enacted the foregoing ordinance this 20th day of December, 2017.

DAN HOLLADAY, Mayor

Attested to this 20th day of December 2017:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 8/16/23
From: Assistant Parks & Recreation Director Denise Toyooka

SUBJECT:

Mt. View Cemetery Restroom Project Update

STAFF RECOMMENDATION:

Informational Update

EXECUTIVE SUMMARY:

The Parks and Recreation Department will be providing an update on the status of the Mountain View Cemetery Restroom Replacement Project.

BACKGROUND:

The Parks and Recreation Department was directed to replace the existing restroom at the Mt. View Cemetery with an ADA-compliant facility.

The existing restroom lacked ADA-compliant access from the walkway to the entrance, had limited stalls, and outdated fixtures.

The new restroom is an ADA-compliant restroom located adjacent to the parking lot and office. The new facility has two urinals, an ADA stall, and two sinks on the men's side. On the women's side, there are two sinks, two standard stalls, and an ADA stall. The facility also has a roll-up door to a dry storage area for restroom supplies and equipment.

The project also improved the adjacent office parking area by removing deteriorating asphalt and laying compliant spacing and ADA markings.

Cemetery Restroom Replacement

- Architect and Engineering services contracted May 2022 for Planning Land Use Type II application needs and permitting
- The restroom building was purchased through ROMTEC in September 2022

- Site work contract was awarded to RA Gray Construction LLC on 3/1/23
 - Meeting with City Staff and RA Gray Construction for Pre-Construction Meeting 3/8/23
- Meeting with City Staff, RA Gray Construction, and Gore Electric for Electrical Walk Through 3/13/23
- PGE electrical inspection for temp service using existing service meter from the temporary pod office 3/13/23
- Planning Review- Type II
 - Approved Land Use Type II Review- 3/9/23
- Ground Penetrating Radar
 - Per Planning, we are required to do this test to confirm there are no Native American burials on the construction site
 - Site had been disturbed prior with the existing shop foundation/footings
 - Completed- report to Christina Robertson-Gardiner
- Project cost factors
- Original Budget: \$350,000 for restroom and \$20,000 for Demo
- Budget Amendment/Supplemental Budget: June 21, 2023, to address overages due to high rates of inflationary cost increases in construction
 - Romtec: \$527,236.50
 - Geotechnical: \$3,320
 - Survey: \$3,200
 - RA Gray: \$146,988

-Change Orders (CO) are just slightly over 8% increase to the original site work contract due to primarily unforeseen conditions

 - CO #1: \$3,576 – Electrical/Utility for mast and corrections; all changes and corrections are per PGE requirements -unforeseen conditions from old existing to new installation based on PGE after site inspections and reviews
 - CO #2: \$2,360 – Rock for pad required by Romtec for new build start
 - CO #4: \$1,219 – Replace leaking existing Frost-Free Hydrant – with the repair, we need to meet the current Code and add backflow
 - CO #5: \$1,605 – remove and replace light pole with shop-mounted LED exterior light – Planning requires the lighting to meet the lighting plan – Light pole was compromised and a safety hazard needing to be replaced – Replaced with a much more energy efficient LED light – Immediate cost savings on energy to be realized

- CO #6: \$3,641 new water line replacement due to corrosion-water line past its useful life-unforeseen condition exposing the existing condition of water line
- SEA-Architectural and Engineering services: \$42,280
- Ground Penetrating Radar: \$1,150
- Carlson -Specialty Testing: \$2,775.35
- Oregon City Permit and review fees: \$7,400
- Landscaping: \$1,817.46
- Porta Potty: \$806.65
- Total: \$749,374.96

BUDGET IMPACT: Update Only

Amount: \$749,374.96

Year: FY 22/23

Funding Source(s): General Fund

Oregon City Mountain View Cemetery Restroom Project Update

Presented by

Denise Toyooka, Assistant Parks and Recreation Director

Jon Waverly, Parks and Cemetery Manager

August 16, 2023



Update Agenda

- Project Overview
- Project Schedule
- Project Financials
- Photos
- Questions and Discussions



Item 9a.

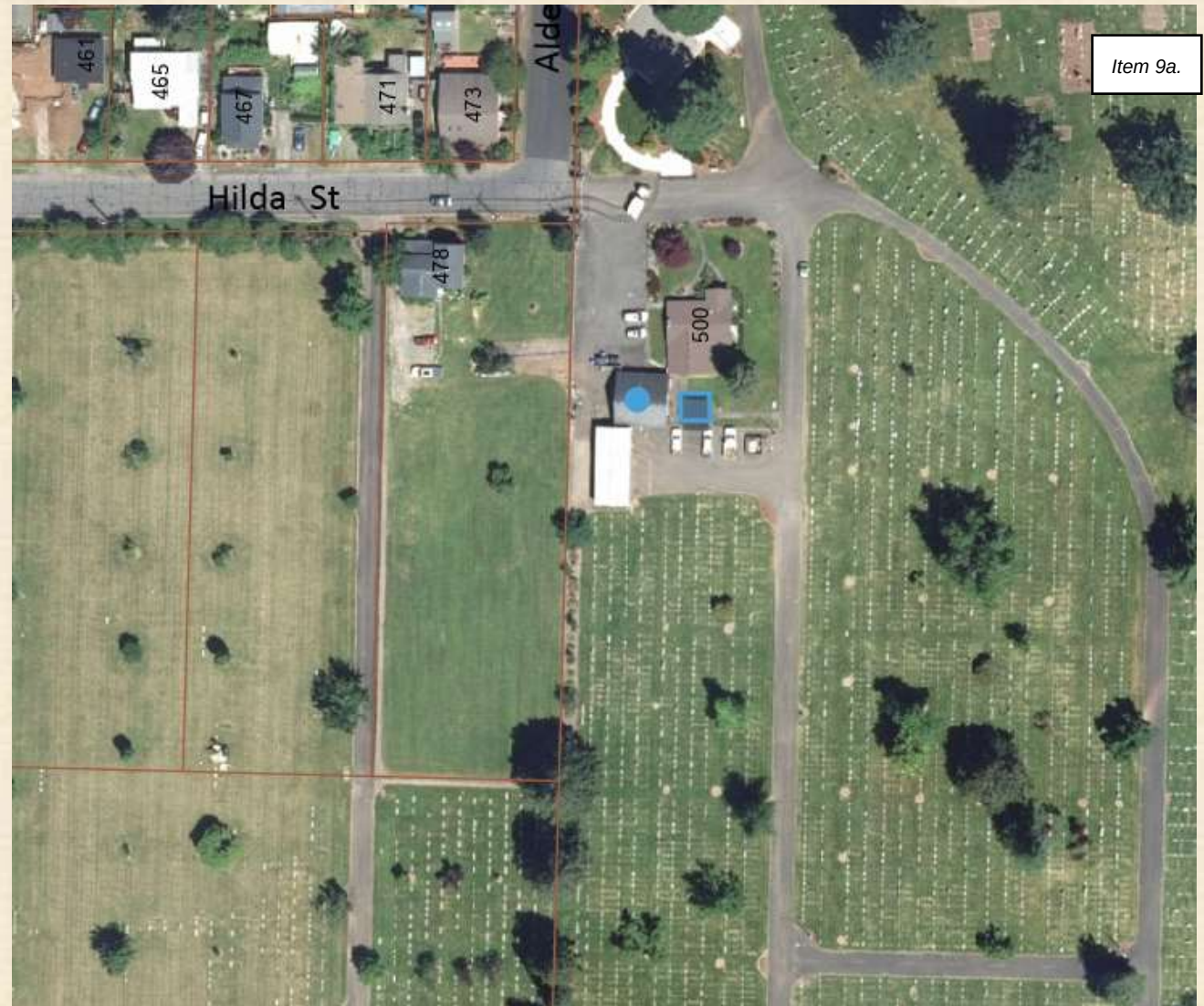


Mountain View Cemetery Restroom Project

Page 124

Project Overview

- Demolition
 - Removal of existing shop (blue circle)
 - Removal of existing restroom (blue square)
- Site Improvements
 - Replace restroom building
 - Improve parking lot
- Unexpected conditions – Change orders
 - Water line replacement due to corrosion
 - Update electrical per PGE & update exterior light
 - Replaced damaged existing frost-free hydrant and add code required backflow



Item 9a.



Mountain View Cemetery Restroom Project

Project Schedule

- May 2022 Contracted for Architectural and Engineering Services for the site and Planning Land Use Type II application needs and permitting
- September 2022 – Restroom Building Purchase
- Feb. 2023 – Bid site work
- March 2023 – Land Use Type II Review – Approved
- March 2023 – Site work contract awarded
- Mid March 2023 – Site work initiates
- Late April 2023 – Restroom contractor initiates construction of the building
- June/July 2023 - Final site work and paving
- July/Early August 2023 – Final inspections and Temporary Occupancy
 - TCO will become final Certificate of Occupancy after trees and bike rack are available and installed - expected at the end of month



Mountain View Cemetery Restroom Project

Project Financials

Item 9a.

- Project cost factors
 - ❑ Original budget: \$350,000 for Restroom \$20,000 Demo
 - ❑ Cost of construction from estimated/budgeted to contracted time experienced high rates of inflationary cost increases
 - ❑ Budget adjustment/Supplemental Budget to Commission 6/21/23 to cover overages
 - ❑ Restroom Building: \$527,236.50
 - ❑ Geotechnical: \$3,320
 - ❑ Site Survey: \$3,200
 - ❑ Site Work & Improvements: \$146,988
 - ❖ Change orders consist of just over 8% of the original site work contract primarily due to unforeseen conditions
 - CO #1: \$3,576 – Electrical/Utility for mast and corrections required per PGE
 - CO #2: \$2,360 – Rock for pad required by Romtec for new build start
 - CO #4: \$1,219 – Replace damaged existing Frost-Free Hydrant and add backflow as Code requires
 - CO #5: \$1,605 – remove damaged light pole and replace with shop mounted LED exterior light -replacement light required by Planning per lighting plan
 - CO #6: \$3,641 new water line replacement due to corrosion



Mountain View Cemetery Restroom Project

Page 127

Project Financials Continued...

Item 9a.

- ❑ Architectural and Engineering Services: \$42,280
- ❑ Ground Penetrating Radar: \$1,150
- ❑ Specialty Testing (Concrete and asphalt to meet requirements): \$2,775.35
- ❑ Oregon City Permit and Review Fees: \$7,400
- ❑ Landscaping: \$1,817.46
- ❑ Porta Potty rental: \$806.65
- ❑ *Totaling: \$749,374.96*



Mountain View Cemetery Restroom Project

Page 128

Old Buildings / Demo



Photos – Footings/Utilities



Mountain View Cemetery Restroom Project

Photos – Parking Lot

Item 9a.



Mountain View Cemetery Restroom Project

Concrete Work

Item 9a.



Mountain View Cemetery Restroom Project

Page 132

Men's Restroom

Item 9a.



Mountain View Cemetery Restroom Project

Page 133

Women's Restroom

Item 9a.



Mountain View Cemetery Restroom Project

Page 134

Storage Area

Item 9a.



Mountain View Cemetery Restroom Project

Page 135

Garbage Enclosure

Item 9a.



Mountain View Cemetery Restroom Project

Page 136

Restoring / Improving the Landscaping



Mountain View Cemetery Restroom Project

Questions and Discussions



Mountain View Cemetery Restroom Project



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: 08/16/23

SUBJECT:

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

STAFF RECOMMENDATION:

Staff recommends the Commission review the information and approve the inclusion of the City's logo on the Joint Values document

EXECUTIVE SUMMARY:

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.

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 Project within the Portland Metro Region

Item 9b.

LOGO REQUEST VERSION

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...

- Deliver clear benefits to the drivers, communities, and businesses affected by toll corridors
- Be influenced by local voices and jurisdictions ahead of implementation
- 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 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 in mind to avoid economic disadvantages or unfair burdens on people and communities
- Maintain 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 to showcase financial 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



LOGO PAGE



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: 08/16/23

SUBJECT:

Assistant City Manager job description and recruitment process update

STAFF RECOMMENDATION:

Informational

EXECUTIVE SUMMARY:

The City Commission approved the creation of the Assistant City Manager position as part of the 2023-2025 budget cycle and funding for this position will be available beginning January 1, 2024. After reviewing multiple job descriptions and salary ranges throughout the region, staff has created the Assistant City Manager job description, recruitment flyer and proposed timeline to fill the position, which have been included as attachments to this report.

BACKGROUND:

The Assistant City Manager reports directly to the City Manager and will provide executive-level leadership, administration, and direction to assigned city departments and divisions. The Assistant City Manager performs complex administrative duties and undertakes a variety of special projects for the City Manager, assists the City Manager with direction and coordination of the activities of city departments, supports assigned City departments to ensure the delivery of quality services, ensures the implementation of identified initiatives and priorities to support diversity, equity, and inclusion programs, and achievement of programmatic outcomes as specified by the City Manager.

The Assistant City Manager will promote effective and efficient operations throughout the City by facilitating interdepartmental communication, cooperation, and sharing of resources, provide assistance, and support to the City Manager, City Commission, and Department Directors, and serve as the acting City Manager as required. The Assistant City Manager will lead and support the planning, management, and goal setting of assigned departments, currently the Oregon City Library, Information Technology,

Facilities Division, Parks and Recreation, and Human Resources and assist in implantation of the City Commissions goals and projects.

OPTIONS:

1. Staff is available to answer any questions

BUDGET IMPACT:

Amount:

FY:

Funding Source(s):



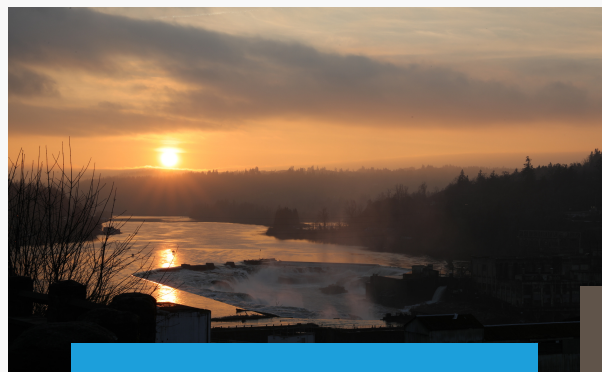
WE ARE HIRING!

We're looking for someone to join our team as an

ASSISTANT CITY MANAGER

The City of Oregon City is excited to present this incredible opportunity for a dynamic and engaging leader to serve as Assistant City Manager. This is a new position within the City that will provide critical leadership and support to assigned departments and be an important bridge for departments to the City Manager's Office. The incumbent will be expected to be a thoughtful leader, visionary, and a liaison across City departments and external partners.

The City of Oregon City is dedicated to providing exceptional services to its citizens as well as a welcoming experience to its visitors. Oregon City offers an outstanding quality of life, residents that truly care about their community, and businesses that want to make a difference. This position is an excellent opportunity for an experienced local government leader that is ready to make a difference in a community that takes pride in its history, natural surroundings and quality of life.



APPLY NOW

Annual salary range:
\$131,820 - \$164,640

Candidates must apply online at
www.oregocity.org/humanresources/open-job-recruitments
and include the following:

Oregon City Application
Cover letter
Current resume

All qualified candidates are strongly encouraged to apply as soon as possible but complete applications must be received by **11:00 p.m. Sunday, September 20, 2023**

The Community

Item a.

Historic Oregon City is perched on the bluffs overlooking thundering Willamette Falls and situated in the lush green valley at the confluence of the Willamette and Clackamas rivers. Oregon City has a long-standing reputation for its livability and growing economic climate. Known as “The City at the End of the Oregon Trail,” Oregon City has easy access to all the amenities of the Portland metropolitan area while maintaining the quality of small-town life. It is ideally located less than 25 minutes from downtown Portland and the Portland International Airport. Oregon City was the original capital of the Oregon Territory, is the County seat of Clackamas County and is designated a Regional Center. The city (population 37,400) occupies a territory of approximately 9.2 square miles. Interstate 205 and State Highways 99E and 213 provide links to Portland, Salem, Canby, and Southwest Clackamas County.

What Oregon City Has to Offer

With an abundance of rivers, excellent golf courses, and proximity to Mt. Hood and the Oregon Coast, Oregon City offers an expansive range of recreational opportunities. Boaters, water and snow skiers, swimmers, golfers, and anglers have a virtually limitless playground in and around Oregon City.

Oregon City boasts three well-known landmarks: Willamette Falls, the municipal elevator, and the End of the Oregon Trail. In addition to these landmarks, Oregon City has numerous historic sites including the home of John McLoughlin, known as the “Father of Oregon.”



The Position

The Assistant City Manager reports directly to the City Manager; and will provide executive-level leadership, administration, and direction to assigned city departments and divisions. The Assistant City Manager performs complex administrative duties and undertakes a variety of special projects for the City Manager; assists the City Manager with direction and coordination of the activities of city departments; supports assigned City departments to ensure the delivery of quality services, the development of plans and objectives that support City goals and priorities, and achievement of programmatic outcomes as specified by the City Manager. The Assistant City Manager will promote effective and efficient operations throughout the City by facilitating interdepartmental communication, cooperation, and sharing of resources; provide assistance, and support to the City Manager, City Commission, and Department Directors; and serve as the acting City Manager as required.

The Assistant City Manager will lead and support the planning, management, and goal setting of assigned departments, currently the Oregon City Library, Information Technology, Facilities Division, Parks and Recreation, and Human Resources.

Ideal Candidate Competencies

Problem-Solving -

Identify and resolve problems in a timely manner; Gather and analyze information skillfully; Develop alternative solutions; Work well in group problem-solving situations; and Use reason even when dealing with emotional topics.

Leadership -

Strong leadership presence and the ability to present with confidence to the commission, employees, and internal and external stakeholders. Interest in developing, mentoring, and growing employees within their current roles to keep them challenged and committed to their work. The ability to lead the development and implementation of the organization's strategic plan and its goals and objectives.

Communication -

Ability to effectively collaborate and communicate with employees, the Commission, and external stakeholders in a fair, professional, and consistent manner.

Ethics -

Treat people with respect; Inspire the trust of others; Work ethically and with integrity; Uphold the City's values.

Strategic Thinking -

Develop strategies to achieve organizational goals; Understand the organization's strengths & weaknesses; Identify external threats and opportunities.

Planning/Organizing -

Oversee the prioritization and planning of work activities; Use time efficiently; Plan for additional resources; lead the development and

implementation of the organization's strategic plan and its goals and objectives.

Professionalism -

Approach others in a tactful manner; React well under pressure; Treat others with respect and consideration regardless of their status or position; Inspire respect and trust; Recognize and handle political issues and topics.

Judgment -

Display willingness to make decisions; Exhibit sound and accurate judgment; Support and explain the reasoning for decisions; Include appropriate people in the decision-making process; Make timely decisions.

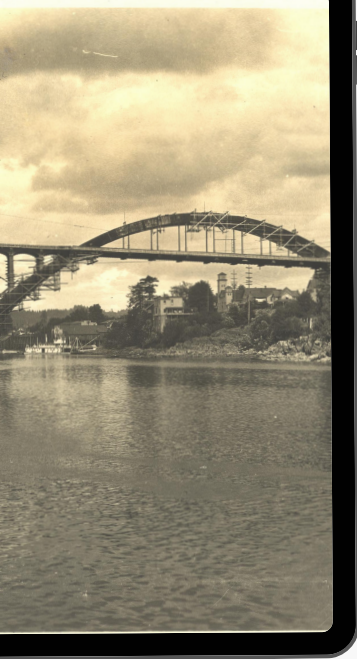


Experience and Education

Competitive candidates will have a bachelor's degree in business administration, public administration, or a similar discipline and ten years of related experience; or an equivalent combination of education and experience enabling the incumbent to perform the essential functions of the position. A master's degree in a related discipline is preferred.

Successful candidates will also have the knowledge and experience leading in a similar form of organization, including experience reporting to a Council, Board, or Commission.





Essential Functions

Item a.

- For each assigned program/department, manages the development and implementation of goals, objectives, and priorities; plans, directs, and coordinates, through management-level staff, departmental work plans; assesses and monitors departmental workload, administrative and support systems, and policies and procedures; identifies opportunities for improvement and directs and implements changes; meets with key staff to identify and resolve problems.
- Directs and manages heads of assigned departments/areas, including prioritizing and assigning work, providing training and development, evaluating performance, monitoring the progress of initiatives and projects, and making hiring, termination, compensation, and disciplinary recommendations.
- Provides leadership, strategic direction, and oversight of large-scale projects; administers and monitors project budget; oversees contractual obligations and delivery schedules; and provides for the coordination and allocation of resources.
- Supervises management staff, including prioritizing and developing work plans, evaluating staff performance, monitoring the progress of reports and projects, interpreting policies and procedures, making hiring, termination, and disciplinary recommendations, making pay rate change recommendations, and providing training and development for staff.
- Conducts a variety of special projects and initiatives as assigned by the City Manager, which may involve extensive research and comparison, administrative follow-up, and liaising with other agencies, Commission task forces, and City staff. Stays informed of the detail and progress of special projects and keeps the City Manager informed of progress and any issues of sensitivity.
- Ensures the implementation of identified initiatives and priorities to support diversity, equity, and inclusion (DEI) goals.
- Responds to requests for information from the City Manager, City Commission, boards, committees, and other outside agencies including identifying information needed and report format. Acts as a project manager and reviews reports prepared by staff including determining completeness and accuracy.
- Represents the City with key community and governmental organizations; engages community members and media outlets; assists the City Manager in developing key working relationships with community partners.
- Represents the City on various boards, committees, and agencies.
- Serves as the City Manager in their absence.
- Performs other duties of a similar nature and level as assigned.

Compensation and Benefits

- Salary range: \$131,820 - \$164,640
- Oregon Public Service Retirement Plan (OPSRP)
- Employer Deferred Compensation (6.27%)
- Medical / Vision/ RX Insurance
- Dental Insurance
- Life Insurance
- Long Term Disability
- Vacation
- Sick Leave
- 13 Holidays
- HRA-VEBA
- 48 hours of Executive Leave
- Section 125 Medical or Dependent Flexible Spending Account
- Employee Assistance Program



JOIN OUR TEAM

Candidates must apply online at **governmentjobs.com/careers/oregoncity** or **orccity.org**

Apply by 11:00 p.m. Sunday,
September 29, 2023

City of Oregon City**Position Description**

Position: Assistant City Manager	Management
Department/Site: City Manager's Office – City Hall	FLSA: Exempt
Evaluated by: City Manager	Salary Grade: 190

Classification Summary

Under general direction from the City Manager, the Assistant City Manager oversees assigned City departments, provides leadership, performs complex administrative duties, and undertakes a variety of special projects for the City Manager; assists the City Manager with direction and coordination of the activities of city departments; supports assigned City departments to ensure delivery of quality services, the development of plan and objectives that support City goals and priorities, and achievement of programmatic outcomes as specified by the City Manager. The Assistant City Manager will promote effective and efficient operations throughout the City by facilitating interdepartmental communication, cooperations, and sharing of resources; provide assistance, and support to the City Manager, City Commission, and Department Directors; and serve as the acting City manager as required.

Typical Duties and Responsibilities

The list of duties is a representative sample of the work appropriate to this class and does not include all the duties or specific tasks that may be assigned to a particular position. The incumbent may perform a combination of some or all the following duties:

- For each assigned program/department, manages the development and implementation of goals, objectives, and priorities; plans, directs, and coordinates, through management-level staff, departmental work plans; assesses and monitors departmental workload, administrative and support systems, and policies and procedures; identifies opportunities for improvement and directs and implements changes; meets with key staff to identify and resolve problems.
- Directs and manages heads of assigned departments/areas, including prioritizing and assigning work, providing training and development, evaluating performance, monitoring progress of initiatives and projects, and making hiring, termination, compensation, and disciplinary recommendations.
- Provides leadership, strategic direction and oversight of large-scale projects; administers and monitors project budget; oversees contractual obligations and delivery schedules; and provides for the coordination and allocation of resources.
- Supervises management staff, including prioritizing and developing work plans, evaluating staff performance, monitoring progress of reports and projects, interpreting policies and procedures, making hiring, termination, and disciplinary recommendations, making pay rate change recommendations, and providing training and development for staff.
- Conducts a variety of special projects and initiatives as assigned by the City Manager, which may involve extensive research and comparison, administrative follow-up, liaison with other agencies, Commission task forces, and City staff. Stays informed of the detail and progress of special projects and keeps the City Manager informed of progress and any issues of sensitivity.

- Ensures the implementation of identified initiatives and priorities to support diversity, equity, and inclusion (DEI) goals.
- Responds to requests for information from the City Manager, City Commission, boards, committees, and other outside agencies including identifying information needed and report format. Acts as a project manager and reviews reports prepared by staff including determining completeness and accuracy.
- Represents the City with key community and governmental organizations; engages community members, and media outlets; assists the City Manager in developing key working relationships with community partners.
- Represents the City on various Boards, committees, and agencies.
- Serves as the City Manager in their absence.
- Performs other duties of a similar nature and level as assigned.

Minimum Qualifications

Knowledge

The position requires specialized knowledge of:

- A City Manager/City Commission form of local government
- The City's services, processes, and procedures
- Leadership and management theories and principles
- Performance evaluation methods and reporting
- State and federal laws governing areas of assignment
- Personal computers and related software applications
- Oregon budget, public meetings, and public records law

Skills and Abilities

This position requires the ability to carry out, but is not limited to, the following functions:

- Provide leadership and guidance broadly across an organization and team department directors
- Apply management theories and principles
- Manage special projects as assigned and see through to completion
- Oversee workplace development and implementation
- Evaluate programs for effectiveness and best management practices
- Communicate effectively with coworkers, management, elected officials, and the general public, and display excellent interpersonal skills and awareness of controversial and/or sensitive issues
- Excellent written communication, editing, and proofreading skills.
- Comply with safety requirements of the position and promote safe work practices
- Prepare budgets, write reports, make presentations
- Promote positive public relations and provide exceptional customer service

Education, Training, and Experience

A typical way of obtaining the knowledge, skills, and abilities outlined above is a bachelor's degree in business administration, public administration, or similar discipline and ten years related experience; or

an equivalent combination of education and experience enabling the incumbent to perform the essential functions of the position. A master's degree in a related discipline is preferred.

Other Requirements

Positions of this classification require the ability to possess and maintain a valid driver's license and ability to meet the City's driving standards.

Will be required to work evenings and weekends. Duties will involve attending meetings or activities outside of typical working hours.

Working Conditions / Physical and Mental Demands

Incumbent must be able to function indoors in an office or private home environment engaged primarily in work of a sedentary to moderately active nature. Requires frequent repetitive motions including, but not limited to, hand, wrist, and finger movements; daily walking, reaching, standing, talking, hearing, and seeing. Requires ambulatory ability to sit, walk, to move about office and city environs, and to lift, carry, push, and pull lightweight items.

This job/class description describes the general nature of the work performed, representative duties as well as the typical qualifications needed for acceptable performance. It is not intended to be a complete list of all responsibilities, duties, work steps, and skills required of the job.

Assistant City Manager Recruitment and Selection Process

Commission meeting Aug 16 – City Manager Report

- Share timeline

- Share final draft of job classification and Job announcement (flyer)

Post job announcement and accept applications for approx. 6 weeks (Aug 21 – Sept 29)

- Post with the following associations and job boards:

 - ICMA (International City/County Management Association)

 - League of Oregon Cities (orcities.org)

 - Partners in Diversity

 - City Website / Indeed.com / governmentjobs.com

 - Engaging Local Government Leaders (elgl.org)

 - Indeed.com

Application review (week of October 2)

- Team of four – City Manager and staff

- Will review the applications based on criteria identified in the job announcement to establish the top 8 to 12 most qualified candidates.

First round interviews early November

- Panel will conduct first round interviews. The goal is to identify 2 or 3 finalists.

- The panel will consist of City Manager, staff and an external partner

Final round of interviews late November

- Top two or three candidates will participate in interview process.

 - a. Internal panel interview

 - b. External partners interview

 - c. Tour of facilities - lead by staff member(s)

 - d. City Manager interview and final decision

