



CITY OF OREGON CITY

URBAN RENEWAL COMMISSION

AGENDA

Commission Chambers, 625 Center Street, Oregon City
Wednesday, August 05, 2020 at 6:15 PM

URBAN RENEWAL COMMISSION EXECUTIVE SESSION: To immediately follow the regular meeting of the Urban Renewal Commission.

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

1. CALL TO ORDER

2. ROLL CALL

3. CITIZEN COMMENTS

4. GENERAL BUSINESS

1. Personal Services Agreement with the Leland Consulting Group
2. Minutes of the March 18, 2020 Regular Meeting
3. Minutes of the April 1, 2020 Regular Meeting

5. COMMUNICATIONS

6. ADJOURNMENT

PUBLIC COMMENT GUIDELINES

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 Staff Member. When the Chair calls your name, proceed to the speaker table and state your name and city of residence into the microphone. To assist in tracking your speaking time, refer to the timer on the table.

As a general practice, the Urban Renewal 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 Staff Member 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 Web site.

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



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 08/05/2020

SUBJECT:

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

BACKGROUND:

To be updated.



CITY OF OREGON CITY

Staff Report

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

To: Urban Renewal Commission **Agenda Date:** 08/05/2020
From: Economic Development Manager James Graham

SUBJECT:

Personal Services Agreement with the Leland Consulting Group

STAFF RECOMMENDATION:

Approve the Personal Service Agreement with the Leland Consulting Group.

EXECUTIVE SUMMARY:

At its March 18, 2020 meeting, the Urban Renewal Commission voted unanimously to delay the implementation of the Agreement due to the COVID-19 Virus and to have the City Manager bring back the Agreement to the Urban Renewal Commission in order to move forward.

BACKGROUND:

Urban Renewal Commissioners, some stakeholders, and some members of the general public have expressed reservations about how the City's Urban Renewal District has been utilized in the past and whether Urban Renewal is a program to continue in the City. The Urban Renewal Commission directed the City Manager to distribute a "request for proposals" (RFP) to facilitate a public process that provides an opportunity for the community to learn about Urban Renewal, provide input about the program and explores whether the Urban Renewal District should or should not be used as development strategy moving forward.

A Request for Proposals (RFP) was advertised for consulting services to provide a wide array of public involvement methods and tools to educate and engage the community about Urban Renewal as an economic development tool, receive input from the community, and achieve consensus around a path forward for the continuation or closure of the Urban Renewal District. The City received two responses to the RFP and the staff selected the Leland Consulting Group's proposal for approval by the Urban Renewal Commission to implement this project.

With the concurrence of the Urban Renewal Commissioners, the City Manager and the Economic Development Manager met with the Leland Consulting Group to revise the

proposal to ensure that a more robust public engagement process be included in the Agreement. It was the desire of the Urban Renewal Commissioners to be directly involved along with the public during the process of evaluating the direction of the Urban Renewal District.

The Urban Renewal Commission voted unanimously on March 18, 2020 to delay the implementation of the Agreement due to the COVID-19 Virus and to have the City Manager to bring the Agreement back to the Urban Renewal Commission to move forward.

OPTIONS:

1. Authorize the City Manager to sign the Personal Services Agreement
2. Do not authorize the City Manager to sign the Personal Services Agreement
3. Request further changes to the Personal Service Agreement and direct the City Manager to negotiate such changes

BUDGET IMPACT:

Amount: \$82,911.00

FY(s): 2020-2021

Funding Source(s): Urban Renewal

CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the URBAN RENEWAL AGENCY OF OREGON CITY ("Agency") and Leland Consulting Group ("Consultant").

RECITALS

A. The Urban Renewal Agency 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 the Urban Renewal Agency 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 **March 31, 2021**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice Agency's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. **Compensation.** The Urban Renewal Agency agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, **shall not exceed Eighty-two thousand nine hundred eleven and 00/100 dollars (\$82,911 for option A) or not to exceed Seventy-one thousand one hundred one and 00/100 dollars (\$71,101 for Option B)** as cited in Exhibit A attached hereto and by this reference incorporated herein.

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

To the Urban Renewal Agency:

Urban Renewal Agency c/o
City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: City Manager

To Consultant:

Leland Consulting Group
610 SW Alder Street, Suite 1200
Portland, OR 97205
Attn: Sam Brookham, Associate

Consultant shall be responsible for providing the Agency 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____.

THE URBAN RENEWAL AGENCY OF OREGON
CITY

LELAND CONSULTING GROUP

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

By: _____
Chris Zahas
Title: Managing Principal

DATED: _____, 20____.

DATED: _____, 20____.

By: _____
James N Graham
Title: Department of Economic Development

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

Scope of Work

The following text outlines the consultant team's scope of work. Phase 1 mostly involves comprehensive community and stakeholder engagement and outreach efforts to determine the desired path forward for the District. The specific scope of Phase 2 will be determined by the Commission and may entail the plan amendments, closure process, or other options as directed.

Assumptions

This project will address the following issues and objectives regarding urban renewal in Oregon City.

- City Commissioners, some stakeholders, and some members of the general public have expressed reservations about how Oregon City's Urban Renewal District has been utilized over the past few years.
- Urban renewal in Oregon City has a questionable reputation among some community leaders and the general public.
- Urban Renewal Commissioners want to take a "second look" at urban renewal as a tool for development/redevelopment in the community.
- The Commissioners want this "second look" at urban renewal to be as transparent as possible engaging important stakeholders and the public in a thoughtful conversation regarding the use of the Oregon City Urban Renewal District and its importance to the community.

Given the assumptions and project goals listed above, the project will feature a wide array of public involvement methods and tools, collaboration with the Urban Renewal Commission, and the development of education and awareness materials to achieve community consensus and establish a universally-supported path forward for the Urban Renewal District. We will frequently engage the Commission to solicit feedback, seek guidance, and generally allow for opportunities to "check-in" on the project.

The financial and technical components of the project will follow the majority of these engagement and outreach efforts once a decision has been made by the Commission.

Shared Responsibilities

The following bullets outline the specific roles and responsibilities of the consultant and the City throughout the project.

- City to assist with outreach, scheduling, and providing space for meetings.
- City to provide one set of consolidated, nonconflicting comments on all deliverables within two weeks.
- Consultant to provide meeting materials, agendas, and minutes for stakeholder meetings, community workshops, and other non-standing meetings.
- City to provide agenda and minutes for standing meetings (Commission, Council, etc.).
- Consultant to provide website content only; City to maintain a webpage on the City site.
- Consultant to support the City with communications and key messaging, media releases, social media, etc.

Phase 1 Tasks

EXHIBIT A

1. Project Initiation

The primary goal of this task is to formulate, refine, and prioritize certain actions to ensure that our work is as effective and inclusive as possible. This will result in a detailed process that engages and facilitates the participation of all stakeholders as early as possible. Doing so will ensure the project is inclusive and maximizes the potential for community buy-in.

1.1. Kickoff and Scope Refinement. The project team will conduct meetings with Oregon City staff to kick off the project. The purpose of this meeting is to align expectations and assumptions, finalize the scope of work, identify potential issues, and establish schedule and data and information needs. Specific elements will include:

- **Project Kickoff Meeting.** We will meet with City staff, Urban Renewal Commission representatives, and other valued stakeholders. The City and project team will finalize the scope and schedule that clearly outlines major deadlines and deliverable dates.
- **Urban Renewal Commission Kickoff Meeting.** We will meet with the Urban Renewal Commission to present foundational urban renewal information and confirm the project schedule, assumptions, and the Commission's specific role in each task, meeting, and deliverable.
- **Site Tour.** We will individually tour the Urban Renewal District (URD) to gain familiarity with the specific area and potential boundaries.
- **Outreach and Goal Setting.** We will coordinate with the City and Commission to refine the outreach process and identify key stakeholders to be interviewed as part of Task 2, including key staff and elected/appointed officials, business and property owners, residents, and taxing jurisdictions.

August 2020

1.2. Branding. With the City's assistance, we will develop a brand for the project, to include a project name and key messaging. Other discussion points include a project webpage and logo.

1.3. Information Gathering and Review. The project team will work with staff to obtain all background work and feasibility analyses, along with other related financial reports, budgets, project histories, and related documentation to establish a clear and accurate course for this process. We will review this information to gain a foundational understanding of current circumstances and direction, ascertain initial issues and opportunities, and develop a preliminary understanding of financial status and barriers. As described earlier, our team has extensive experience in Oregon City and familiarity with many of these documents, so we anticipate minimal effort in this task.

August 2020

Deliverable: Summary memo documenting initial meeting notes, outreach, goals, and other information.

2. Community Outreach

2.1. Our approach to community outreach involves a wide variety of tools and methods to reach the broadest and most diverse audience. In this time of uncertainty for in-person gatherings due to COVID-19, it is critical that we explore all avenues available and be creative in our approaches to community engagement. While many meetings can be held online, these forums are inaccessible to some residents, including historically marginalized communities. We will be thoughtful about how to build off existing activities to maximize participation. We will identify outreach strategies appropriate for various stages of stay-at-home directives. Even after restrictions are lifted, it is unlikely that community

EXHIBIT A

engagement activities will go back to “normal”. For each strategy, we will provide tips, approaches and issues to consider as we navigate this new reality.

- 2.2. Public and Stakeholder Involvement Plan.** We will prepare a Public and Stakeholder Involvement Plan that establishes public involvement objectives, defines key messages and communications protocols, identifies stakeholder groups, describes the array of tools and methods best suited to inform and engage each stakeholder group, describes City staff, Urban Renewal Commission and consultant roles and responsibilities, and establishes a schedule for community participation.

August 2020

Deliverable: Public and Stakeholder Involvement Plan

- 2.3. Urban Renewal Commission Meetings.** We will participate in the Urban Renewal Commission’s standing meetings and an additional three to four extended work sessions with the Commission to cover matters that require more time. These are described below in more detail.

- Standing Meetings. At least one representative from the consultant team will attend and participate in standing Urban Renewal Commission standing meetings. Given the limited time allotted at these meetings, the objective will be to provide project updates, give presentations on specific urban renewal topics, answer questions, and request guidance or feedback.
- Extended Work Sessions. The team will schedule up to four extended (up to two hours) work session meetings with the Commission. These meetings will cover agenda items that require presentations, robust discussions, decision-making, or other matters that require more time. The team will prepare the agendas and facilitate these meetings. These meetings will include, at a minimum:
 - August kickoff to present the overall process, discuss community outreach and the Commissioners’ roles.
 - September or October to review financial considerations and check the progress of the engagement efforts.
 - November to present the final community engagement results and establish the next steps.
 - January to present and discuss the direction of the district, as decided in Task 3.

August 2020 to January 2021 (Ongoing)

- 2.4. Educational Materials.** We will develop a suite of educational outreach materials based on the information gathered in Task 1, including content for a project website and up to five easy-to-understand materials using infographics, images and other visually engaging techniques to convey key information about urban renewal and the Oregon City Renewal Plan. The materials will be circulated via email, posted in public places, shared via social media and handed out at community events. All materials and activities will be designed to drive community members to the website for more information and to learn about future opportunities for participation.

The materials will also educate the public about the Oregon City Downtown/North End Urban Renewal Plan, including URA year of establishment, core values, timeline, boundaries, potential impacts and benefits, revenue, and previous and potential projects. This will include a summary of completed projects and revitalization accomplishments in downtown as a result of urban renewal.

Potential questions we wish to answer through these efforts include:

EXHIBIT A

- What is urban renewal?
- How does Tax Increment Financing work?
- When does it make sense to use urban renewal?
- What can urban renewal pay for and what can it not pay for?
- How will it affect my property taxes?
- What about schools?
- How is an urban renewal plan adopted?
- What are some examples of how urban renewal has been used elsewhere in Oregon?

August to September 2020

Deliverable: Education materials (flyer, FAQ, presentation, web and/or communications content)

2.5. Stakeholder Outreach. We will take the educational materials “on the road” to engage the full spectrum of stakeholders identified in Task 1.3 using various tools and activities tailored to each specific stakeholder group. Commissioners will be invited to participate in these activities. The activities will provide a mechanism for two-way communication where we provide a brief overview of urban renewal, the Oregon City Urban Renewal Program and the Plan Review project and process, followed by careful listening and recording of community questions and concerns. Special attention will be given to meeting with affected taxing districts (i.e., the Fire District, School District, and County).

Outreach methods will include, but are not limited to (note that Community Group Meetings are included in Task 2.5):

- Up to five (5) stakeholder interviews or focus group conversations via phone or video conference. In-person interviews may be conducted in some instances. These interviews will inform the development of educational materials by identifying potential areas of agreement and issues that require more information and further discussion. One priority stakeholder for interviews is affected taxing districts.
- Up to five (5) Community Group Presentations with standing community groups, such as neighborhood associations, chamber of commerce, business alliance, civic groups, schools and places of worship. For those groups that are holding virtual meetings, we will reserve time on their agendas to maximize participation.
- Urban Renewal Commissioner Town Halls. Conduct a series of five (5) Town Hall meetings, each to be hosted by an Urban Renewal Commissioner. Town Halls would be held via online video conference and provide constituents an opportunity to ask questions and provide comments about urban renewal in Oregon City.
- Up to three (3) online community surveys to expand our education and outreach efforts and further identify potential community concerns and issues to be revolved during this project. This tool will be available to those who are unable or do not prefer to participate in group activities.

August to December 2020

2.6. Community Workshops (3). We will design and host three virtual community workshops throughout the project. While these workshops attract a small subset of the community, the face-to-face interaction among neighbors is valuable. Each community workshop will be recorded and posted to the project website so those who cannot attend live can watch the recording. An online survey will accompany each workshop to allow for full participation.

EXHIBIT A

The first meeting will include a presentation of urban renewal facts and an overview of the project. Following the presentation, community members will move to breakout groups to review and discuss aspects of the Oregon City Urban Renewal Program, such as core values, boundaries, benefits and negative impacts, and projects/project types.

A second community workshop will invite participants to prioritize potential projects from a list prepared by the Urban Renewal Commission. These activities will be advertised using the broad distribution methods used to publicize the first workshop and survey, and through direct emails with all who participated in the previous phase of the project.

The final community workshop and survey will provide community members with an opportunity to review and comment on the draft Urban Renewal Plan. All comments and questions from Community Group Presentations, community workshops, and online surveys will be tracked throughout the process, compiled and summarized for community and Urban Renewal Commission consideration.

September to January 2020

- 2.7. Public Involvement Summary.** When the initial round of outreach is completed at the end of October, we will prepare a Public Involvement Summary that compiles and codes all of the comments from the various outreach activities and identifies frequent themes among the comments. These themes will be presented at one of the long-format Urban Renewal Commission meetings and provide Commissioners with a first check-in on how to proceed with the project.

January 2021

Deliverable: Public Involvement Summary Memorandum

- 2.8. 2020 Oregon City Community Survey.** We will work with City staff to develop questions to be included in the 2020 Community Survey.

3. Conclusions and Next Steps

With the majority of the community outreach completed, we will facilitate a work session with the Commission to summarize the process to date and confirm the future of the District. This task will set the scope for tasks in Phase 2, which will largely involve the project's financial and technical work.

- 3.1. Preliminary Projects and Programs List.** We will review the project list in the current plan and identify required changes, if any, based on what we heard during our community outreach efforts. These projects and programs will improve conditions and catalyze private investment in the area, in compliance with ORS 457.170. These projects will be consolidated into a high-level list of project categories and goals—such as multimodal connectivity, affordable housing, and business vitality—and shared with the community to understand their desires and priorities for certain types of projects within the district. This information will subsequently factor into the team's recommendations for project prioritization in the plan. While some projects will be location-specific, the project list should be flexible enough to respond to opportunities and shifting priorities.

October through December 2020

- 3.2. Summary Presentation and Memo.** We will prepare a memo that includes a summary of the public engagement outcomes, preliminary project list, and cost estimates and recommended next steps for the district. These recommendations will be presented to City staff and the Urban Renewal Commission and will, upon City and Commission approval, set the scope of the following task.

January 2021

Deliverable(s): Presentation materials and recommendations memorandum

EXHIBIT A

Phase 2 Preliminary Tasks

LCG will reconvene with the City to revise the scope and budget for Phase 2 based on the determination of the City and Commission. The following text outlines two options: making minor amendments to the Plan or closing the district. A major amendment, which would entire all the steps involved with developing a new plan, would need to be completed outside the scope of this project.

4. Urban Renewal Plan Amendments (Option A)

The Urban Renewal Plan, if Oregon City chooses to proceed with keeping the existing District open, sets out the parameters of the actions to be undertaken in the district by the Oregon City Urban Renewal Agency. Amendments to the existing Plan are likely needed to reflect the current issues and opportunities as Oregon City's priorities and needs since the adoption of the Plan. This work will be completed in a timely fashion and will include committee and public outreach meetings as described in Task 2.

4.1. Final Projects and Programs List. The consultant team will review the project list, the City's assets, and the indebtedness and timeline of investments or closures. The project team will work with the city engineer to collect information and confirm project costs. If necessary, 3J Consulting will calculate planning-level estimates for projects lacking existing up-to-date cost estimates.

January 2021

Deliverable(s): Project list and cost estimates

4.2. Financial Analysis. In accordance with ORS 457.085(3)(f)(g), we will conduct a detailed financial analysis that will include cash flow analyses through the completion of the projects and repayment of the debt, tax increment projections, project costs, fiscal impact statements, and various scenario projections. We will gather precise market intelligence to inform the financial analysis and, specifically, build a realistic development forecast. Future projections will account for increment changes due to the completion of planned projects and recognition of inflation.

Specific elements will include:

- General assumptions on the type of debt that will be incurred by the district, and the terms associated with that debt (e.g., interest rates, coverage ratios, reserve requirements, issuance costs, and the amortization period),
- A summary of the impacts on taxes imposed by overlapping taxing districts, and
- An exploration of any potential issues associated with the desired Plan direction (determined by the Commission).

January through February 2021

Deliverable(s): Financial Analysis memorandum

4.3. Determination of Amendment Type. Depending on the type of required amendments (Substantial, Minor, or Major/Commission-Approved), we shall outline the necessary steps for the City to take, as described in the Oregon Urban Renewal Best Practices Manual.

- Substantial Amendments are for a land area increase of more than one percent or an increase in the maximum indebtedness. Substantial amendments must be adopted in the same manner as the adoption of a

EXHIBIT A

new district plan. Completing this work would need to be undertaken as an independent project outside the scope of this project.

- Minor Amendments are for changes to projects and programs or changes to the existing boundary which do not exceed a one percent increase in land area. Minor amendments only require approval by the URA.

February 2021

4.4. Action Plan. We will prepare a detailed project implementation schedule (action plan) as part of the Urban Renewal Plan and Report. This action plan will guide urban renewal actions for the next five to 10 years based on the project list in Tasks 4.1 and 4.2. The existing Plan would provide our team with the contextual framework on which to develop a new action plan which will leverage the progress of urban renewal and ensure near-term opportunities are realized.

February 2021

4.5. Presentation of Findings and Recommendations. We will present the Plan and Report to the city council, planning commission, and other committees as required and as desired by the City.

4.6. Adoption of the Amended Urban Renewal Plan and Convening Urban Renewal Agency. Our team will help set agendas for Urban Renewal Commission meetings and facilitate productive discussions of pertinent topics throughout the process leading to the adoption of the Urban Renewal Plan amendments, including, as applicable, the Relocation Report, UR Program Property Acquisition and Disposition Report, Summary of Public Involvement, Project List and Project Cost Estimates, Detailed Financial Plan and Affected District Impacts, Detailed Project Implementation Schedule, Legal Description, and Legal Review.

March 2021

5. Urban Renewal District Closure (Option B)

If the Urban Renewal Commission decides, after reviewing the financial analysis and community outreach results, to close the District, we will assist the City with the termination process.

5.1. Develop Findings Report for Urban Renewal Plan adoption or District closure. Terminating the Plan should be done by express action of the agency through a resolution. The resolution will be accompanied by a closing report summarizing the effects that the plan had in terms of projects and finance. This report will include recommendations, as decided by staff and the Commission, about how to proceed with the closure.

February 2020

Schedule

The above scope of work will take approximately eight (8) months, commencing in August/September 2020 and finishing in March 2021. We expect to complete Phase 1 by January 2021. Most of our community outreach efforts will be completed within four months but will extend throughout the project, as necessary.

EXHIBIT A

Cost Estimate

The following table shows the final budget for Phase 1. Upon completion of Phase 1, we will work with you to refine the budget and adjust as necessary for Phase 2.

	LCG	LCG	GEL	3J	3J		
	Zahas	Brookham	Parks	Faust	Edging	Hours	Budget
Task	\$225	\$135	\$200	\$160	\$100	by Task	by Task
Phase 1							
1. Project Initiation	6	20	16	16	4	62	\$10,210
2. Community Outreach	24	52	60	80	80	296	\$45,220
3. Conclusions and Next Steps	8	20	10	12	6	56	\$9,020
	38	92	86	108	90	414	
Phase 2							
4. Urban Renewal Plan Amendments (Option A)	20	24	32	10		86	\$15,740
5. Urban Renewal District Closure (Option B)	2	8	12			22	\$3,930
Expenses (estimated)	\$140	\$280	\$225	\$140	\$140		\$925
Subconsultant & Expenses Markup	10%						\$2,721
Combined Fee, Phase 1 + 2 (Option A)							\$82,911
Combined Fee, Phase 1 + 2 (Option B)							\$71,101

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

EXHIBIT B

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

EXHIBIT B

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

EXHIBIT B

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

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

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

13. Indemnity and Insurance.

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

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

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

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

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

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

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

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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

EXHIBIT B

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

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

EXHIBIT B

judge of 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



City of Oregon City

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

Item #2.

Meeting Minutes - Draft

Urban Renewal Commission

Wednesday, March 18, 2020

6:00 PM

Commission Chambers

REVISED

1. Call To Order and Roll Call

Chair Holladay called the meeting to order at 6:02 PM.

Present: 6 - Frank O'Donnell, Rachel Lyles Smith, Rocky Smith Jr., Dan Holladay, Denyse McGriff and Shawn Cross

Staffers: 3 - Tony Konkol, Kattie Riggs and James Graham

2. Citizen Comments

There were no citizen comments.

3. Adoption of the Agenda

The agenda was adopted as presented.

4. General Business

4a. Personal Services Agreement with Leland Consulting Group for Oregon City Urban Renewal Community Engagement, Education and Plan Review

Tony Konkol, City Manager, said due to reservations in the community about the Urban Renewal District and whether it should continue, the Urban Renewal Commission had directed staff to distribute a Request for Proposals for this process. The City received two responses and staff selected Leland Consulting Group. He discussed the scope of work for the consultants. If the contract was approved, a budget adjustment would be brought back to the Commission. There were funds available, but the project had not been included when the budget was adopted.

Chair Holladay thought this should be postponed due to the Covid-19 crisis.

There was discussion regarding adjusting the timeline and whether they wanted to go through this process or do an in-house process.

A motion was made by Commissioner McGriff, seconded by Commissioner Smith, to postpone the Personal Services Agreement with Leland Consulting Group for Oregon City Urban Renewal community engagement, education, and plan review. The motion carried by the following vote:

Aye: 6 - Frank O'Donnell, Rachel Lyles Smith, Rocky Smith Jr., Dan Holladay, Denyse McGriff and Shawn Cross

4b. Lease Agreement for 1757 Washington Street (Tax Lot 2-2E-29-1403) - Train Depot

Mr. Konkol said they currently had a lease agreement for the Train Depot. The lease agreement was good for three years through May 31, 2021. The question was whether the Urban Renewal Agency would like to reduce or suspend lease payments due to the Covid-19 crisis. There were a few other properties that paid leases to the Urban Renewal Agency as well. He discussed how much total rental income they received.

There was discussion regarding amortizing the payments for the rest of this lease and not just forgiving the payments and directing staff to bring back the other rental properties for consideration at the next meeting.

A motion was made by Commissioner McGriff, seconded by Commissioner Cross, to authorize the City Manager to suspend lease payments for 1757 Washington Street (Tax Lot 2-2E-29-1403) - Train Depot for a length of time at the City Manager's discretion. The motion carried by the following vote:

Aye: 6 - Frank O'Donnell, Rachel Lyles Smith, Rocky Smith Jr., Dan Holladay, Denyse McGriff and Shawn Cross

4c. Minutes of the November 25, 2019 Special Meeting

A motion was made by Commissioner McGriff, seconded by Commissioner Lyles Smith, to approve the minutes of the November 25, 2019 Special Meeting and February 11, 2020 Regular Meeting. The motion carried by the following vote:

Aye: 6 - Frank O'Donnell, Rachel Lyles Smith, Rocky Smith Jr., Dan Holladay, Denyse McGriff and Shawn Cross

4d. Minutes of the February 11, 2020 Regular Meeting

5. City Manager's Report

Commissioner McGriff discussed changes to the Urban Renewal Commission interview questions. It was noted the interviews had been postponed due to Covid-19.

6. Adjournment

Chair Holladay adjourned the meeting at 6:26 PM.

Respectfully submitted,

Kattie Riggs, City Recorder



City of Oregon City

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

Item #3.

Meeting Minutes - Draft

Urban Renewal Commission

Wednesday, April 1, 2020

6:45 PM

Commission Chambers

1. Call to Order

Chair Holladay called the meeting to order at 6:47 PM.

2. Roll Call

Present: 6 - Frank O'Donnell, Rachel Lyles Smith, Rocky Smith Jr., Dan Holladay, Denyse McGriff and Shawn Cross

Staffers: 3 - Tony Konkol, Kattie Riggs and James Graham

3. Citizen Comments

There were no citizen comments.

4. Discussion Item

4a. Oregon City Urban Renewal Agency Rental Properties

Tony Konkol, City Manager, explained at the last meeting, the Commission asked staff to investigate a deferral program for rental payments on properties owned by the Urban Renewal Agency. If the Commission wanted to move forward, staff would create a process for the tenants to demonstrate a measurable and definable impact related to Covid-19 and negotiate a deferral of rental payments.

James Graham, Economic Development Manager, said there had been one request for deferral by one of the tenants.

A motion was made by Commissioner McGriff, seconded by Commissioner Smith, to authorize the City Manager to negotiate rental payment deferrals for Oregon City Urban Renewal Agency rental properties. The motion carried by the following vote:

Aye: 6 - Frank O'Donnell, Rachel Lyles Smith, Rocky Smith Jr., Dan Holladay, Denyse McGriff and Shawn Cross

5. Communications

There were no communications.

6. Adjournment

Mayor Holladay adjourned the meeting at 6:53 PM.

Respectfully submitted,

Kattie Riggs, City Recorder