CITY OF OREGON CITY
CITY COMMISSION REGULAR MEETING
AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, August 02, 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

4. CITIZEN COMMENTS

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

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

This section allows the City Commission to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may only be discussed if it is pulled from the consent agenda.

7a. OLCC: Liquor License Application – Full On-Premises, Commercial, Wayward Hospitality, LLC (dba Wayward Market), 818 Main St., Oregon City

7b. Oregon Patrol Service Agreement

7c. Personal Services Agreement with Brown and Caldwell Inc. for the NPDES MS4 and TMDL Support (PS 23-014)

7d. Heritage Tree Nomination for an Oregon White Oak adjacent to 506 S. High Street

7e. Intergovernmental Agreement (IGA) with Clackamas County for Physical Records Storage and Scanning

7f. Temporary Exception to Private Property Construction Hours Associated with the Construction of the Maplelane South Apartment Complex

7g. Cooperative Improvement Agreement with the Oregon Department of Transportation for the Beavercreek Road ARTS Project

7h. 2023-2024 Community Enhancement Grant Awards

7i. Minutes of the March 15, 2023 City Commission Meeting

7j. Minutes of the April 5, 2023 City Commission Meeting

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

9a. First Reading of Ordinance 23-1008, Amending OCMC 2.58.050 to Allow the Parks and Recreation Advisory Committee Bylaws to Determine the Number of Required Meetings

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

ORDINANCE NOTICE

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

PUBLIC COMMENT GUIDELINES

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

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

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

ADA NOTICE

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

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

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

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 08/02/2023

From: Chief of Police Jim Band

SUBJECT:

OLCC: Liquor License Application – Full On-Premises, Commercial, Wayward Hospitality, LLC (dba Wayward Market), 818 Main St., Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the OLCC Application for Wayward Hospitality, LLC (dba Wayward Market), 818 Main St., Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Full On-Premises license for Wayward Hospitality, LLC (dba Wayward Market).

BACKGROUND:

The Oregon City Police Department ran a background check on Matthew Morrissey and Robert Morrissey, and they are eligible to hold a liquor license. 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 Wayward Hospitality, LLC – Oregon City
2. Deny the OLCC Application for Wayward Hospitality, LLC – Oregon City

BUDGET IMPACT:

Amount:

FY(s):

Funding Source(s):

LIQUOR LICENSE APPLICATION

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 _____

Trade Name

LIQUOR LICENSE APPLICATION

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:	Name of entity or individual applicant #2:
WAYWARD HOSPITALITY, LLC	
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):
WAYWARD MARKET

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

City:	Zip Code:	County:
OREGON CITY	97045	CLACKAMAS

Business phone number:	Business email:
617-470-8726	matt@waywardsandwiches.com

Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1].):
4615 EXETER ST

City:	State:	Zip Code:
WEST LINN	OR	97068

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

Phone number:	Email:
617-470-8726	matt@waywardsandwiches.com

Mailing address:
4615 EXETER ST

City:	State:	Zip Code:
WEST LINN	OR	97068

LIQUOR LICENSE APPLICATION

APPLICATION CONTACT INFORMATON – 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: MATT MORRISSEY	
Phone number: 617-470-8726	Email: matt@waywardsandwiches.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

- 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.

Print name	Signature	Date	Atty. Bar Info (if applicable)
Matt Morrissey		07/07/2023	

OREGON LIQUOR & CANNABIS COMMISSION

BUSINESS INFORMATION

Please Print or Type

Applicant Name: WAYWARD HOSPITALITY, LLC Phone: 617-470-8726

Trade Name (dba): WAY WARD MARKET

Business Location Address: 818 MAIN ST, OREGON CITY, OR

City: _____ ZIP Code: 97045

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	9	to	10
Monday	11	to	10
Tuesday	11	to	10
Wednesday	11	to	10
Thursday	11	to	10
Friday	11	to	10
Saturday	9	to	10

Outdoor Area Hours:

Sunday	9	to	10
Monday	11	to	10
Tuesday	11	to	10
Wednesday	11	to	10
Thursday	11	to	10
Friday	11	to	10
Saturday	9	to	10

The outdoor area is used for:

☑ Food service Hours: 9/11 to 10

☑ Alcohol service Hours: 9/11 to 10

☐ Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

_____ (Investigator's Initials)

Seasonal Variations: ☑ Yes ☐ No If yes, explain: NO OUTSIDE SEATING DURING WINTER.

ENTERTAINMENT

Check **ALL** that apply:

- ☐ Live Music
- ☐ Recorded Music
- ☐ DJ Music
- ☐ Dancing ☐ Nude Dancing
- ☐ Live Entertainment
- ☐ Minor Entertainers
- ☐ Karaoke
- ☒ Coin-operated Games
- ☐ Video Lottery Machines
- ☐ Social Gaming
- ☐ Pool Tables
- ☐ Other: _____

***Minor Entertainers in an area prohibited to minors need prior approval from the OLCC**

DAYS & HOURS OF LIVE OR DJ MUSIC

N/A

Sunday		to	
Monday		to	
Tuesday		to	
Wednesday		to	
Thursday		to	
Friday		to	
Saturday		to	

SEATING COUNT

Restaurant: 54 Outdoor: 16 Lounge: 29

Banquet: 48 Other (explain): _____ Total Seating: 147

OLCC USE ONLY

Investigator Verified Seating: ____(Y) ____(N)

Investigator Initials: _____

Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: _____ **Date:** 07/07/2023

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 08/02/2023

From: Parks and Recreation Director, Kendall Reid

SUBJECT:

Oregon Patrol Service Agreement

STAFF RECOMMENDATION:

Staff recommend City Commission approve agreement for security patrol services at multiple Park properties, park facilities and Oregon City Operations facility.

Distribution of Patrol Service Fees for 2023-2024 Fiscal Year

Location	Dept. Paying	GL Account	Monthly Amount	Yearly Amount
Park Properties*	Parks 100%	(100-310-6001)	$5,250.00 /month	$63,000.00
EOT Grounds	Parks 100%	(100-310-6001)	$ 699.00/month	$ 8,388.00
Library Grounds	Parks 100%	(100-310-6001)	$ 509.00/month	$ 6,108.00
Fir St Ops	Divided 6 ways	Multiple	$ 789.00	$ 9,468.00
	Parks 10%	(100-310-6001)	$ 78.90	
	General 5%	(100-190-6122)	$ 39.45	
	Engineering 17%	(250-525-6122)	$ 134.13	
	Transportation 17%	(260-526-6122)	$ 134.13	
	Water 17%	(510-551-6122)	$ 134.13	
	Wastewater 17%	(520-552-6122)	$ 134.13	
	Stormwater 17%	(530-553-6122)	$ 134.13	
		TOTAL	**$7,247.00**	**$86,964.00**

* Park properties include Jon Storm Park, Clackamette Park, VFW parking lot, Old Canemah Park, Canemah Children's Park, Rivercrest Park, Chapin Park, Hillendale Park, Wesley Lynn Park, and Tyrone S. Woods Memorial Park

BACKGROUND:
The City has used Oregon Patrol Service since winter of 2022. It has helped minimize problems happening in the parks after hours, decreasing park vandalism and after-hours parks use. Therefore, positive results of security patrol warrants an extension of service throughout the 2023-24 fiscal year.

OPTIONS:

1. Approve Oregon Service Patrol Agreement as presented.
2. Approve Oregon Service Patrol Agreement with specific modifications.
3. Deny Agreement. If commission chooses to deny contract, staff request direction on how to proceed.

BUDGET IMPACT:

Amount: $86,964.00

FY(s): 2023-24

Funding Sources (s): Professional Services for Parks percentages and Building Maintenance for Public Works percentages.

Point of Contact: Jonathan W
Term of Contract: July 1, 2023- June 30, 2024

CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT

Security Patrol – Oregon City Parks

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **Oregon Patrol Service** ("Consultant").

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **June 30, 2024**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **Eighty-six thousand nine hundred sixty-four and 00/100 ($86,964.00)**.

Parks	$5,250.00 /month	$63,000.00 /year
EOT	699.00 /month	8,388.00 /year
Library	509.00 /month	6,108.00 /year
Fir St Ops	789.00 /month	9,468.00 /year
	TOTAL	$86,964.00 /year

3. Scope of Services. Consultant's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. Standard Conditions. This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. Schedule. The components of the project described in the Scope of Services shall be completed according to Term, above.

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

7. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing

and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

CITY OF OREGON CITY
ATTN: **Kendall Reid**
500 Hilda Street
Oregon City, OR 97045

To Consultant:

Oregon Patrol Service
ATTN: Laurie Sutherby
4120 SE International Way
Milwaukie, OR 97222

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

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

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

CITY OF OREGON CITY

By: _____
Kendall Reid
Title: Parks and Recreation Director

DATED: _____, 20____.

Oregon Patrol Service

By: _____
Laurie Sutherby
Title: President

DATED: _____, 20____.

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

DATED: _____, 20____.

Date Authorized by Commission, if applicable:

_____

Distribution of Patrol Service Fees for 2023-2024 Fiscal Year

Location	Dept. Paying	GL Account	Monthly Amount	Yearly Amount
Park Properties*	Parks 100%	(100-310-6001)	$5,250.00 /month	$63,000.00
EOT Grounds	Parks 100%	(100-310-6001)	$ 699.00 /month	$ 8,388.00
Library Grounds	Parks 100%	(100-310-6001)	$ 509.00 /month	$ 6,108.00
Fir St Ops	Divided 6 ways	Multiple	$ 789.00	$ 9,468.00
	Parks 10%	(100-310-6001)	$ 78.90	
	General 5%	(100-190-6122)	$ 39.45	
	Engineering 17%	(250-525-6122)	$ 134.13	
	Transportation 17%	(260-526-6122)	$ 134.13	
	Water 17%	(510-551-6122)	$ 134.13	
	Wastewater 17%	(520-552-6122)	$ 134.13	
	Stormwater 17%	(530-553-6122)	$ 134.13	
		TOTAL	**$7,247.00**	**$86,964.00**

* Park properties include Jon Storm, Clackamette, VFW, Old Canemah, Canemah, Rivercrest, Chapin, Hillendale, Wesley Lynn, and Tyrone S. Woods

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 8/2/2023

From: Public Works Director John M. Lewis, PE

SUBJECT:

Personal Services Agreement with Brown and Caldwell Inc. for the NPDES MS4 AND TMDL SUPPORT (PS 23-014)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with Brown and Caldwell, Inc. in the amount of $105,042.00 for engineering services related to advising and providing consulting services related to the City's State NPDES Permit for a one-year term for the NPDES MS4 AND TMDL SUPPORT (PS 23-014)

EXECUTIVE SUMMARY:

The City's renewed National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit became effective on October 1, 2021, and provides guidance and requirements from the State. The City of Oregon City is a co-permittee on the permit along with other jurisdictions within Clackamas County. Each co-permittee is responsible for ensuring that its respective agency meets the requirements outlined within the permit for each of their respective agencies.

The Scope of Work reflects activities to be completed in the 2023-2024 fiscal year, including work assisting with the City's annual report, due in December 1, 2023, associated with the NPDES MS4 permit and Total Maximum Daily Load (TMDL) compliance, and includes potential NPDES MS4 permit negotiations with the Oregon Department of Environmental Quality (DEQ). Brown & Caldwell will also assist review and updating supporting documents to ensure they meet or exceed current NPDES MS4 permit requirements.

BACKGROUND:

On March 15, 2011, the Oregon Department of Environmental Quality issued a renewed Phase I National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) permit for the Clackamas County jurisdictions. Brown and Caldwell, Inc. has a long history of providing consulting engineering services to many of the Clackamas County stormwater agencies including Oregon City and oversees the overall

coordination of the permit for the co-permittees. Brown and Caldwell, Inc. is also one of the short-listed consultants on the City's short list for utility infrastructure improvements authorized by the City Commission on February 5, 2020.

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:	$105,042.00
FY(s):	2023/2024
Funding Source(s):	Stormwater Fund

Point of Contact: Brian Monni
Term of Contract: July 1, 2023 – June 30, 2024

CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT

NPDES MS4 AND TMDL SUPPORT (PS 23-014)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **BROWN AND CALDWELL** ("Consultant").

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **June 30, 2024**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **one hundred five thousand, forty-two and 00/100 dollars. ($105,042.00)**.

3. Scope of Services. Consultant's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. Standard Conditions. This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. Schedule. The components of the project described in the Scope of Services shall be completed according to Term, above.

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

7. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:	City of Oregon City 13895 Fir Street Oregon City, OR 97045 Attention: John M. Lewis
To Consultant:	**Brown and Caldwell, Inc.** **6500 SW Macadam Ave, Suite 200** **Portland, OR 97239** **Attention: Krista Reininga**

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

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

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

CITY OF OREGON CITY

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

DATED: _____, 20___.

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

DATED: _____, 20___.

BROWN AND CALDWELL, INC.

By: _____

Name: _____

Title: _____

DATED: _____, 20___.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

Exhibit A

2023

NPDES MS4 Permit Compliance, TMDL Compliance, and Stormwater Management Support Services

Scope of Work

To support the City of Oregon (City), this Scope of Work reflects activities to be completed by Brown and Caldwell (BC) during the 2023/2024 fiscal year to support compliance with the City's National Pollutant Discharge Elimination System (NPDES) municipal separate storm sewer system (MS4) permit and Total Maximum Daily Load (TMDL) conditions.

Phase 1 Support for NPDES MS4 and TMDL Annual Reporting

Objective

To assist the City in the preparation of its NPDES MS4 and TMDL annual compliance reports summarizing activities for the 2022/2023 permit year.

Activities

The 2022/2023 reporting year covers the time period between July 1, 2022, through June 30, 2023, and the annual report is due to DEQ on December 1, 2023.

For the NPDES MS4 permit and TMDL annual compliance reports, BC previously developed tabular matrices for use in compiling information to summarize activities conducted during the reporting period. The NPDES MS4 annual report matrix includes columns for reporting the status of meeting measurable goals and tracking measures as identified in the City's stormwater management plan (SWMP).

Based on information provided by the City, BC will review and comment on the tabular matrix, the narrative report, the TMDL 5-year look back survey, and any associated data (including monitoring data) for completeness and clarity. BC will also provide support via phone calls to assist the City with this process up to the hours allotted for this phase.

In addition, under this task, in preparation for the 2024 annual report, BC will update the annual reporting template (matrix) to match the new approved 2022 SWMP and the new 2022 TIP once it is approved.

Deliverables

Deliverables for Phase 1 include the following:

- A reviewed copy of the City's NPDES MS4 2022-2023 annual report and the TMDL 5-year look back survey with suggested revisions completed in track changes and comments provided in the document margins (unless DEQ initiates the new online reporting format for the NPDES MS4 report).
- Updated annual reporting template (matrix) consistent with the 2022 SWMP and 2022 TIP.

Assumptions Assumptions for Phase 1 include the following:

- The City's 2022 SWMP was approved by DEQ on March 30, 2023, it is assumed that this year's annual report will continue to rely on the format and template used for last year's annual report. In addition, an annual report is not required this year for the TIP and, instead, DEQ is requiring the completion of a 5-year look back survey. City staff will populate the updated tabular matrix for the MS4 annual report, and 5-year look back survey for TMDL reporting. documenting City activities and progress during the reporting periods. The City will also update the narrative portions of the NPDES MS4 annual report.
- BC assumes the draft annual report and matrices will be provided to BC by September 30, 2023.
- BC will provide comments on the content of the draft annual report and matrices within 2 weeks of receiving the draft report from the City. A detailed technical edit will not be provided.
- Coordinated efforts between participants involved in the *Coordinated Clackamas County Stormwater Monitoring Plan* (CCCSMP) may be conducted to develop a joint annual monitoring report. Contracting and coordination for this report has not been included as part of this phase.

Phase 2 Meeting Attendance and Facilitation

Objective To facilitate (as requested) and attend Clackamas co-permittee coordination meetings and/or meetings with DEQ or other Phase I jurisdictions, on behalf of the City.

Activities BC will facilitate (as requested) and attend Clackamas co-permittee meetings to ensure consistency, efficiency, and coordination on specific permit compliance issues with other co-permittees. In addition, BC will attend and assist with meetings that may be held with DEQ, the City, and/or other Phase I jurisdictions to coordinate on permit compliance issues associated with the 2021 permit or TMDL issues.

Deliverables Assumptions for Phase 2 include the following:

- Agendas, presentation materials, and meeting minutes will be provided for meetings facilitated by BC, or as requested by the City.

Assumptions Assumptions for Phase 2 include the following:

- BC's effort will be billed on a time-and-materials basis for a not to exceed amount as shown in the budget table at the end of this Exhibit. A minimum of four meetings will be included.
- As necessary, BC will coordinate scheduling of the meetings among interested Clackamas co-permittees.
- This phase will be cost-shared among other Clackamas co-permittees and/or Phase I jurisdictions, as contracts allow.

Phase 3 BMP Sizing Tool Updates and Support for Post-Construction Requirements

Objective To assist the City in implementing the BMP sizing tool and to coordinate with the City of Wilsonville and Clackamas County Water Environment Services regarding potential updates to the BMP sizing tool.

Activities Activities budgeted under Phase 3 include the following:

- Provide support to the City as the need arises to answer questions related to the BMP sizing tool in support of development review activities.
- Prepare/ maintain a list of requested changes to the BMP sizing tool and associated costs.
- Work with the City, WES, and Wilsonville to develop a finalized list of requested changes to the tool and a scope of work to address these changes.
- Make requested revisions to the BMP sizing tool.
- Perform testing on the updated BMP sizing tool.
- Update the BMP User's Guide to reflect any changes made to the tool.

Deliverables Phase 3 deliverables include the following:

- Email responses to questions regarding the BMP sizing tool.
- Draft and final list of requested changes to the BMP Sizing Tool.
- Draft and final versions of the updated BMP Sizing Tool User's Guide reflecting changes.

Assumptions Assumptions for Phase 3 include the following:

- Sixteen hours has been allotted for technical support to aid the City in interpreting BMP sizing tool questions related to development review.
- Changes to the tool will be cost-shared with WES and the City of Wilsonville as contracts allow.
- Given that BMP sizing tool changes are currently unknown, BC's effort will be billed on a time and materials basis for a not to exceed amount as shown in the budget table at the end of this Exhibit.

Phase 4 Provide Assistance Related to Hydromodification Assessments and Infrastructure Retrofit Plan Update Status

Objective To assist the City in addressing permit requirements related to the status and outcomes from the 2015 Retrofit Strategy and Hydromodification Assessment.

Activities In 2015, the City developed and submitted a Hydromodification Assessment and a Retrofit Strategy to DEQ as required by the 2012 NPDES MS4 permit. By December 1, 2023, DEQ is requiring the City to assess any outcomes associated with these reports. Specifically, the City is required to assess how these reports have been used and/or implemented since they were completed. The assessments should include "*new goals, tools, priorities, and planned or potential projects for addressing ongoing hydromodification and/or water quality impacts resulting from historical development/infrastructure, and for improving retrofit planning, considering information gathered in the time since the completion of the reports*."

BC will review the City's Hydromodification Assessment and Retrofit Strategy reports and other related planning documents (i.e., 2019 Stormwater Master Plan) and capital improvement program documentation and meet with the City to discuss the reports in terms of accomplishments and challenges since the reports were submitted. Specific questions that will be discussed will include the following:

- Were any retrofit projects constructed, and if so, what were the benefits of those projects?

- Were any actions taken as a result of the hydromodification assessment, and if so, what was the rationale for those actions?
- Were gaps in information identified in the hydromodification assessment, and, if so, has progress been made in addressing gaps?
- Based on the review of reports, what are the City's current goals and priorities related to retrofits and addressing hydromodification issues?

Based on information obtained from the City, BC will prepare a draft summary document for the City's review and comment. A final document will be prepared for submittal to DEQ with the 2022/2023 annual report.

Deliverables Phase 4 deliverables include the following:

- Draft and final hydromodification/retrofit assessment summary document.

Assumptions Assumptions for Phase 4 include the following:

- The City may need to establish future goals, milestones, and planning activities in support of addressing this requirement. BC will rely on the City to develop such commitments during the meeting.
- The City will consolidate comments on the TM and resolve any conflicting comments.

Phase 5 Provide Assistance for Addressing Additional NPDES MS4 Permit Conditions/ SWMP Measurable Goals that have 2023 Deadlines

Objective To assist the City in addressing SWMP measurable goals with 2023 deadlines.

Activities Activities under Phase 5 include the following, as outlined in the City's 2022 SWMP:

- **IDDE SOP:** BC will review, and as necessary, update the City's Illicit Discharge Detection and Elimination (IDDE) program standard operating procedures (SOP) to be consistent with current City enforcement procedures and reporting timeframes as outlined in the 2021 NPDES MS4 permit. This will include review of current code and internal SOPs and confirmation of current City processes. An update of the IDDE SOP to address required references will be completed. Changes to the IDDE SOP document are anticipated to be minor.
- **Dry Weather Field Screening:** BC will review, and as necessary, update prioritization criteria associated with dry weather field screening locations. This will include development/ refinement of prioritization criteria for outfalls, incorporating criteria into the City's IDDE SOP, City coordination and addressing any implementation-related issues in the SOP documentation, and application of the updated criteria to select new dry weather field screening sites for the City's inclusion in the MS4 mapping.
- **Erosion Control Enforcement Procedures:** BC will review the City's enforcement procedures for erosion control violations to ensure they include escalating enforcement procedures that are compliant with the NPDES MS4 permit. BC will review current code and documented procedures and meet with the City to discuss any recommendations. A write up of draft and final recommendations will be prepared for the City as necessary for inclusion in their annual report.
- **Industrial Commercial Facilities:** BC will review, and as necessary, update the City's Industrial/Commercial Facility Inspection Program based on new permit requirements. This will include conducting a review and gap analysis of the City's current program with respect to permit requirements, confirmation of the current approach, verification of industrial permittees, development/refinement of criteria to assess high potential

pollutant source facilities, refinement of inspection forms, meeting with the City to review gaps and approach, supporting the City in decision making regarding modifications, preparing a draft document for City review, and preparing a final document to address City comments. Changes to the document are anticipated to be minor.

Deliverables Phase 5 deliverables include the following:

- Draft and final updated IDDE SOP, including final updated dry weather field screening criteria.
- Draft and final recommendations for erosion control enforcement procedures.
- Draft and final updated Industrial/Commercial Facilities Inspection Program document.
- Draft (in track changes) and final Stormwater Operations Plan to include inspection guidelines for catch basins.

Assumptions Assumptions for Phase 5 include the following:

- Code modifications resulting from the review of internal procedures will be completed by the City.
- Evaluation of City business licenses to inform potential 1200-Z permit needs or refinement of the inventory of high priority industrial/ commercial facilities will be conducted by the City in accordance with the updated Inspection Program document.
- BC-initiated inspections of industrial/ commercial facilities in accordance with the 2022 SWMP are not budgeted.
- Editable versions of references SOPs or documents will be provided to BC.
- The City will resolve any internally conflicting comments and provide a consolidated set of comments on draft documents.
- Specific tasks or portions of tasks may be cost-shared among other Clackamas co-permittees, as contracts allow.

Phase 6 General SWMP and TMDL Support

Objective To provide support as needed for any updates to the City's Stormwater Management Plan, TMDL Implementation Plan and/or Monitoring Plan.

Activities Activities budgeted under Phase 6 may include:

- Assist the City in addressing DEQ inquiries or enforcement follow up.
- Assist the City in addressing DEQ comments on the 2022 TMDL Implementation Plan .
- Assist with updates to the TMDL Implementation Plan for the following 5-year implementation period.
- Assist with questions and provides support related to SWMP, TIP and Monitoring Plan implementation.

Deliverables Deliverables for Phase 6 include the following:

- Updated draft TMDL Implementation Plan, as applicable.

Assumptions Assumptions for Phase 6 include the following:

- Pending feedback from DEQ, levels of effort to complete updates and finalization of the City's TMDL Implementation Plan are not known. At a minimum, it is assumed minor changes including incorporation of the applicable City's 2022 SWMP program information into the TMDL Implementation Plan will be accommodated.

Phase 7 Project Management

Objective To oversee project schedule, scope, and budget and maintain communications with the City.

Activities Activities budgeted under Phase 7 include:

- Overall budget and schedule management
- Monthly invoicing with detailed progress reports

Deliverables Monthly project progress reports with invoices

Assumptions The estimated project duration is 12 months.

Brown and Caldwell

Fee

Oregon City, City of (OR) -- Oregon City NPDES MS4 and TMDL Support 2023/2024												
		Wieland, Angela M	Bax, Brittany	Reininga, Krista	Gilmartin, Shelby W	Jannusch, Melissa M	Matt Davis	Pare, Wendy M	Wilson, Joanna B			
Phase	Description	PM	PA							Total Labor Hours	Total Labor Cost	Total Cost
		$280	$110	$280	$168	$194	$330	$150	$150			
001	**Annual Reporting Support**	8	0	2	0	16	0	4	0	**30**	**6,504**	**6,504**
002	**Meeting Attendance and Facilitation**	12	0	12	12	0	0	0	0	**36**	**8,736**	**8,736**
003	**BMP Sizing Tool Updates and Post Construction Support**	24	0	32	0	0	50	4	0	**110**	**32,780**	**32,780**
004	**Assist Hydromodification and Retrofit Plan Assessments**	4	0	16	32	0	0	4	0	**56**	**11,576**	**11,576**
005	**Assist 2023 Permit Deadlines**	16	0	12	24	24	0	8	0	**84**	**17,728**	**17,728**
006	**Stormwater and TMDL Support**	16	0	0	40	18	0	0	0	**74**	**14,678**	**14,678**
007	**Project Management**	4	20	24	0	0	0	0	20	**68**	**13,040**	**13,040**
	TOTAL	**84**	**20**	**98**	**108**	**58**	**50**	**20**	**20**	**458**	**105,042**	**105,042**

Hours and dollars are rounded to nearest whole number.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

2. Payment.

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

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

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

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

3. Independent Consultant Status.

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

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

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

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

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

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

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

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

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

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

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

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City upon full payment to the consultant. 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. City's reuse of Consultant Work Products for any other purpose shall be at City's sole risk. 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.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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

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

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, agents, ~~Consultants,~~ and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including reasonable attorney fees, in connection with any action, suit, or claim ~~caused or alleged~~ and to ~~be~~ the extent 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,~~Commercial General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than $2,000,000 combined, single-limit, per-occurrence/$4,000,000 annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage to the extent 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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Consultants and agents.

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

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

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

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

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

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

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

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

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

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

24. Arbitration. Any dispute, controversy or claim arising out of or in connection with the interpretation or performance of any term or condition of this Agreement or any breach or alleged breach of this Agreement shall be submitted to non-binding mediation by a neutral and independent mediator who shall be selected by the parties by mutual agreement, or if the parties are unable to agree upon the selection of a mediator, then in accordance with the rules of the American Arbitration Association for selection of a mediator. The mediation shall take place in Oregon City,

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Oregon.

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

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

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

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

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

~~(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.~~

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

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

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 8/2/2023

From: Pete Walter, Planning Manager

SUBJECT:

Heritage Tree Nomination for an Oregon White Oak adjacent to 506 S. High Street.

STAFF RECOMMENDATION:

Consider the attached Heritage Tree nomination and related information.

EXECUTIVE SUMMARY:

The Natural Resources Committee recommends that the Oregon White Oak that is growing in County Right-of-Way on South End Road abutting 506 S. High Steet be designated as an Oregon City Heritage Tree. The NRC makes this recommendation taking into account the additional information from PGE, County and City staff.

BACKGROUND:

The nominated tree is in the County owned public right-of-way at the intersection of South End Road and S. High Street and has overhead power lines managed by PGE.

The NRC made a unanimous final recommendation to approve the nomination on July 12, 2023. NRC initially reviewed and recommended approval of this nomination on February 8, 2023. After the initial meeting, staff learned that the proposed heritage tree is located in right-of-way that is under the jurisdiction of Clackamas County, and also is located beneath a powerline corridor managed by PGE. Both entities have consented to the nomination (See emails attached).

The County consents to the nomination provide they retain the right to trim the tree if necessary to maintain safe sight distance and adequate clear travel zones, to implement full removal of the tree if it is determined to be a hazard within the public right of way, and as long as the County is not obligated to provide additional protection for the tree and the overhead utilities. PGE consents to the nomination provided that they continue to be permitted to perform their regular normal trimming to maintain clearance from overhead utility lines in accordance with state requirements.

If the above maintenance consideration can be accommodated, PGE and Clackamas County consent to the nomination.

Consent of Owner

OCMC 12.32.040. – Consent of Owner states under (C.) "*Nominations for trees or tree stands on property owned by other public agencies that are not the city (for example, Clackamas County, the Oregon Department of Transportation, Urban Renewal Agency), shall require the written consent of the applicable public agency before the nomination is considered by the city."* South End Road is owned by Clackamas County.

Dorothy (Didi) Dahlsrud submitted the nomination application for a heritage tree in the public right-of-way at the intersection of South End Road and S. High Street. The abutting property owners responsible for the tree are Chris and Brenda Stephens.

The tree is an Oregon White Oak or Garry Oak (*Quercus garryana)* with a diameter at breast height (DBH) of 36" with a height of approximately 40' and a canopy spread of approximately 35'. The age of the tree is unknown.

To be nominated as a heritage tree, a tree must meet the requirements in OCMC 12.32 (Attached). The criteria are:

A. Heritage criteria (at least one heritage criterion must be met):
    1. The tree or stand of trees is associated with events that have made a significant contribution to the broad pattern of Oregon City's history; or
    2. The tree or stand of trees is associated with the life of a person or group of historic significance to Oregon City; or
    3. The tree or stand of trees represents a significant and distinguishable presence within Oregon City; or
    4. The tree or stand of trees has age, size, or species significance (horticultural or ecological), which contributes to Oregon City's heritage status;

B. Site and Condition Criteria (all criteria must be satisfied):
    1. The tree species is not listed as invasive on any regionally accepted plant list;

    2. If the proposed heritage tree or stand is located on private property or on public property owned by a public agency other than the city of Oregon City, the property owner or, if the tree or stand of trees is located on a public right-of-way, the abutting private property owner consents to the designation and agrees to sign a protective covenant.

The nomination appears to meet the applicable criteria listed in the Oregon City Municipal Code.

Please see attached nomination application and other attachments for further details.

OPTIONS:

1. Recommend approval of the nomination as proposed.
2. Do not recommend approval of the nomination.

OREGON CITY
Community Development Department
221 Molalla Ave. Suite 200 | Oregon City OR 97045
Ph (503) 722-3789 | Fax (503) 722-3880

HERITAGE TREE OR STAND NOMINATION FORM

12.32.010 - Purpose.
A. The purpose of this chapter is to recognize, foster appreciation and provide for voluntary protection of certain trees, because their age, species, natural resource value, ecological or horticultural value, or historical association, are of special importance to the city. These trees may grow on private or public property.

Site Address: 506 S. High St, Oregon City, OR 97045
Clackamas County Map and Tax Lot(s): 2-2E-31CC-00200

Nominator(s):
Nominator(s) Signature: _____
Nominator(s) Name Printed: Dorothy Dahlsrud Date: _____
Address: 415 Dewey Street, Oregon City, OR 97045
Phone: 503-502-0610 Fax: _____ Email: dorothydahlsrud@gmail.com

Property Owner(s):
Property Owner(s) Signature: Brenda L Stephens
Property Owner(s) Name Printed: Chris & Brenda Stephens Date: 01-02-2023
Mailing Address: 506 S. High St. Oregon City OR 97045
Phone: 503-799-9098 Fax: 503-722-3272 (works intermittently) Email: blscms@aol.com

Ownership Type:
- ☐ Private Property
- ☒ Public Tree in the Right-of-Way (Abutting owner is responsible and must consent to nomination)
- ☐ Public Property
  - ☐ City-Owned Park ☐ County-Owned ☐ Metro
  - ☐ Other _____

OWNER CONSENT AND UNDERSTANDING. Signature below indicates that the owner has read and understands the requirements for heritage tree designation and protection as described in section OCMC 12.32, consents to the nomination, and agrees to subject the property to a restrictive covenant or other legal document to assure protection and replacement of the heritage tree or trees in the event of removal.

Brenda L Stephens
Owner Signature(s)

STAFF USE ONLY:

Pursuant to *Oregon City Municipal Code 12.32 - Heritage Trees*

OREGON CITY
Community Development Department
695 Warner Parrott Rd | Oregon City OR 97045
Ph (503) 722-3789 | Fax (503) 722-3880

TREE SPECIES, SIZE AND CONDITION

*DBH = Diameter at Breast Height, which is the diameter of the trunk measured 4.5' above the ground. To learn how to property measure or estimate DBH, please visit: https://www.wikihow.com/Measure-the-Diameter-of-a-Tree

Tree	Species	DBH* (inches)	Height (ft)	Canopy Spread (ft)
1.	Oregon White Oak (Quercus garrana)	36"	40'	35'
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

TREE CONDITION. Although optional, it is strongly recommended that the nomination include an assessment of the tree's health and any potentially hazardous conditions that may be present.

Tree	Condition
1.	Looks to be in good condition. The owners had it balanced a bit and some stems removed after the Ice Strom of 2021.
2.	The tree company at that time said its a healthy tree.
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

(Attach Additional Sheets If Needed)

Please proceed to page 3.

OREGON CITY
Community Development Department
695 Warner Parrott Rd | Oregon City OR 97045
Ph (503) 722-3789 | Fax (503) 722-3880

HERITAGE TREE OR STAND NOMINATION FORM

OCMC 12.32.010 - Purpose.
The purpose of this chapter is to recognize, foster appreciation and provide for voluntary protection of certain trees, because their age, species, natural resource value, ecological or horticultural value, or historical association, are of special importance to the city. These trees may grow on private or public property.

Site Address: 506 S. High Street Oregon City, OR 97045
Clackamas County Map and Tax Lot(s): 2-2E-31CC-00200

Nominator(s):
Nominator(s) Signature(s): see hard copy on file
Nominator(s) Name(s) Printed: Dorothy L. Dahlsrud
Address: 415 Dewey Street Oregon City, OR 97045
Phone: 503-502-0610 Email: dorothydahlsrud@gmail.com Date: 01/03/2023

Property Owner(s):
Property Owner(s) Signature(s): see hard copy on file
Property Owner(s) Name Printed: Chris and Brenda Strphens
Mailing Address: 506 S. High Street, Oregon City, OR 97045
Phone: 503-799-9098 Email: blscms@aol.com Date: _____

Ownership:
☐ Private Property
☑ Public Tree in the Right-of-Way (Abutting owner is responsible and must consent to nomination)
☐ City Property ☐ City Park ☐ County-Owned ☐ Metro
☐ Other _____

OWNER CONSENT AND UNDERSTANDING. Signature below indicates that the owner has read and understands the requirements for heritage tree designation and protection as described in section OCMC 12.32, consents to the nomination, and agrees to subject the property to a restrictive covenant or other legal document to assure protection and replacement of the heritage tree or trees in the event of removal.

_____
Owner Signature(s)

Please proceed to page 2.

Oregon City GIS Map

Legend

- Street Names
- Contours (10 ft)
  - 50 foot
  - 10 foot
- Taxlots
- Unimproved ROW
- Water Service Meters (City Owned)
- Water Pipes (City Owned)
- Water Service Lines
- Sewer Structures (City Owned)
- Sewer Pipes (City Owned)
  - Force Main
  - Gravity Line
  - Outfall
  - Overflow
- Sewer - Laterals
  - Inactive or Abandoned
  - Active
- Storm Structures (City Owned)

Notes

Overview Map

0 30 60 Feet

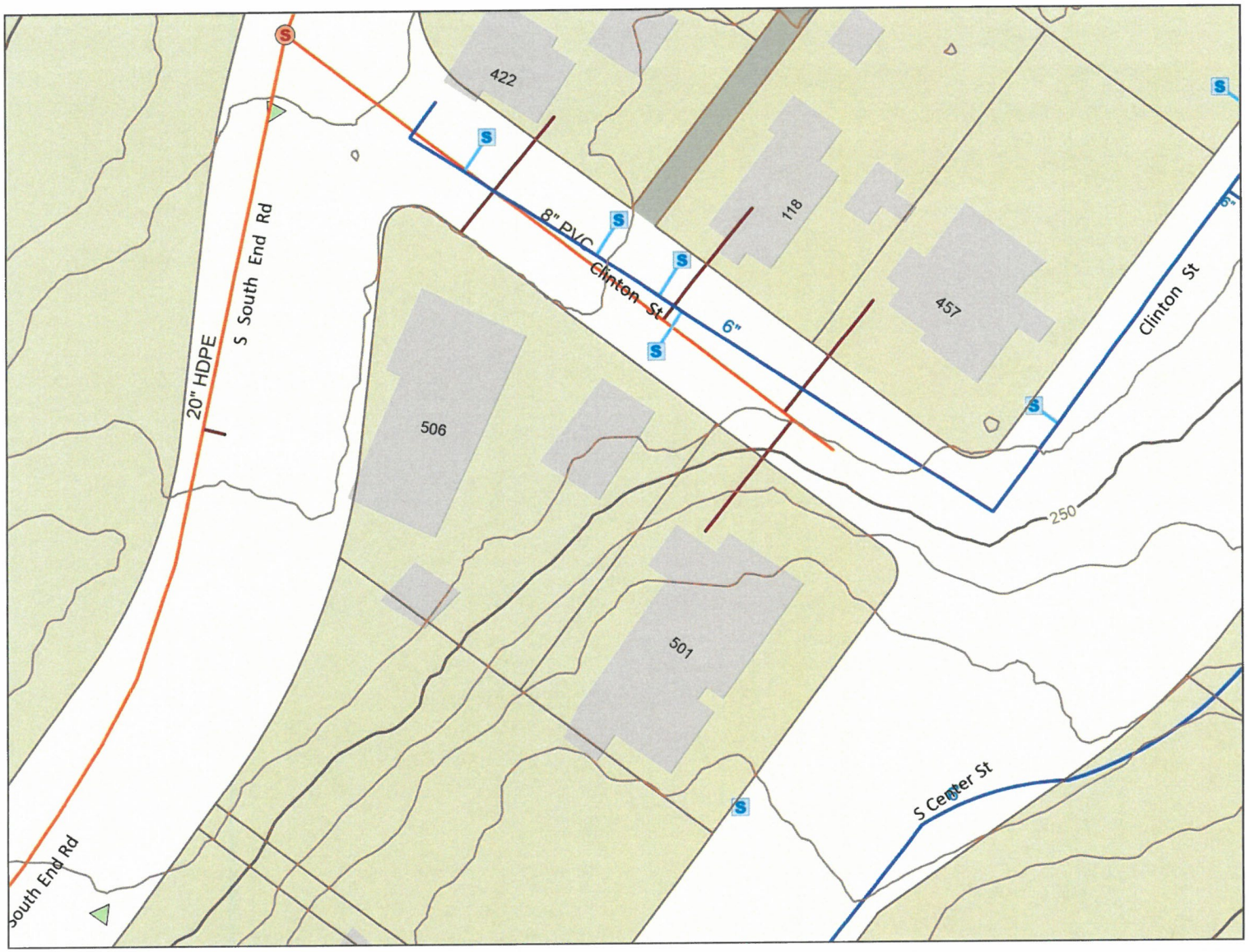
1: 360

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

Map created 1/2/2023

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

Oregon City GIS Map



Legend

- Street Names
- Contours (10 ft)
  - 50 foot
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  - Outfall
  - Overflow
- Sewer - Laterals
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  - Active

Notes

Overview Map

0 50 100 Feet

1: 600

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Map created 1/2/2023

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

01-02-2023

RE: White oak at 506 S High St. Oregon City

We enjoy the beauty of this tree, as well as watching the birds & squirrels that spend time in this tree. It provides the only shade that our yard sees in the summer. We just would like to help ensure the future of this tree. Hopefully this process will guarantee the natural life of this beautiful White oak for the jays, towhees, juncos, northern flickers, downy woodpeckers, sparrows, finches, robins, & other species we have seen. We have even seen a bald eagle land [redacted] in this tree a couple of times.

July 2012

December 2021

December 2021

Pete Walter

From: Monte, Stan <StanMon@clackamas.us>
Sent: Tuesday, June 13, 2023 3:57 PM
To: Pete Walter; matthew.vellella@pgn.com
Subject: RE: Proposed Heritage Tree Nomination at 506 S. High Street, Oregon City

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

Peter,
Sorry for the delay, my original intent was to forward this to the proper department and it developed a life of its own in the process. After discussions within the County's Department(s) of Transportation and Development I have been asked to respond as the County's representative in this matter;
If our understanding of the City's municipal code is correct, specifically 12.32.080, the County will retain the right to trim the tree if necessary to maintain safe sight distance and adequate clear travel zones, implement full removal of the tree if it is determined to be a hazard within the public right of way? Also the County will not be obligated to provide additional protections for the tree and finally the overhead utilities will be allowed to perform their regular normal trimming to maintain clear spaces for their lines? If this is correct the County has no objection to the adjacent property owners request for City's designation as a heritage tree.

Please contact me if you have any questions
Thank you
Stan

Stan Monte, PM
Clackamas County, DTD- Eng.
503-742-4678 (O)

From: Pete Walter <pwalter@orcity.org>
Sent: May 30, 2023 1:13 PM
To: Monte, Stan <StanMon@clackamas.us>; matthew.vellella@pgn.com
Subject: Proposed Heritage Tree Nomination at 506 S. High Street, Oregon City

Warning: External email. Be cautious opening attachments and links.

Good afternoon Stan and Matt,

I am hoping you can provide some input on a tree issue.

Oregon City has a heritage tree program that requires owner consent or agency consent depending on where the tree is growing, and a White Oak tree has been nominated as a heritage tree on South End Road abutting 506 S. High St. The abutting property owner would like to see the tree designated as a heritage tree by the city, but we need more information. John Lewis accurately pointed out that the tree in question is located at the intersection of numerous overhead wires and is also on ROW that is in the County's jurisdiction.

Per code, the :
https://library.municode.com/or/oregon_city/codes/municipal_code/387198?nodeId=TIT12STSIPUPL_CH12.32HETR_12.32.040COOW

C. Nominations for trees or tree stands on property owned by other public agencies that are not the city (for example, Clackamas County, the Oregon Department of Transportation, Urban Renewal Agency), shall require the written consent of the applicable public agency before the nomination is considered by the city.

I would like to get your input on whether the County supports this application or not. It would also be great if PGE has any maintenance records about this tree. I don't have any professional assessment of it's condition.

If the County consented to the nomination, and the tree were to be designated by the city commission, it means that the highest priority for maintenance is geared towards preserving the tree if it does not represent a threat to public safety.

I am happy to chat with you about this in further detail.

Thanks,

Pete Walter

Pete Walter (*he/him/his),* Planning Manager
Certified Arborist PN-9393A
Community Development Department - Planning Division
695 Warner Parrott Rd, Oregon City, OR 97045
pwalter@orcity.org
Desk: (503) 496-1562
Mobile: (503) 509-4154
Main: (503) 722-3789

Pete Walter

From: Zachary Bertalot <Zachary.Bertalot@pgn.com>
Sent: Tuesday, May 30, 2023 2:22 PM
To: Pete Walter
Subject: RE: Proposed Heritage Tree Nomination at 506 S. High Street, Oregon City

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

Thanks Pete.

Looks like this is located under transmission lines and distribution lines. Looks mature enough that I'm not worried about anything significant from PGE perspective. We will need to maintain 10' on our distribution and 20' on our transmission during tree trimming maintenance. Looks like there is some communication lines that are not PGE's. I'm unaware of their maintenance needs. Tree also appears far enough away to not create a NESC violation with the pole currently.

Let us know if you need anything

Zachary Bertalot
Forestry Manager, Vegetation Management | 503-278-6654
portlandgeneral.com | Right Tree, Right Place
An Oregon kind of energy.

From: Pete Walter <pwalter@orcity.org>
Sent: Tuesday, May 30, 2023 2:07 PM
To: Zachary Bertalot <Zachary.Bertalot@pgn.com>
Subject: FW: Proposed Heritage Tree Nomination at 506 S. High Street, Oregon City

This email is from someone outside PGE.
Please take care when opening links, attachments or responding to this email.

Hi Zach,

Please see details attached and below.

Pete

From: Pete Walter
Sent: Tuesday, May 30, 2023 1:13 PM
To: Monte, Stan <StanMon@clackamas.us>; matthew.vellella@pgn.com
Subject: Proposed Heritage Tree Nomination at 506 S. High Street, Oregon City

Good afternoon Stan and Matt,

I am hoping you can provide some input on a tree issue.

Oregon City has a heritage tree program that requires owner consent or agency consent depending on where the growing, and a White Oak tree has been nominated as a heritage tree on South End Road abutting 506 S. High St. The abutting property owner would like to see the tree designated as a heritage tree by the city, but we need more information. John Lewis accurately pointed out that the tree in question is located at the intersection of numerous overhead wires and is also on ROW that is in the County's jurisdiction.

Per code, the :
https://library.municode.com/or/oregon_city/codes/municipal_code/387198?nodeId=TIT12STSIPUPL_CH12.32HETR_12.32.040COOW [library.municode.com]

C. Nominations for trees or tree stands on property owned by other public agencies that are not the city (for example, Clackamas County, the Oregon Department of Transportation, Urban Renewal Agency), shall require the written consent of the applicable public agency before the nomination is considered by the city.

I would like to get your input on whether the County supports this application or not. It would also be great if PGE has any maintenance records about this tree. I don't have any professional assessment of it's condition.

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Pete Walter

Pete Walter (*he/him/his),* Planning Manager
Certified Arborist PN-9393A
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pwalter@orcity.org
Desk: (503) 496-1562
Mobile: (503) 509-4154
Main: (503) 722-3789

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 08/02/2023

From: City Recorder Jakob Wiley

SUBJECT:

Intergovernmental Agreement (IGA) with Clackamas County for Physical Records Storage and Scanning

STAFF RECOMMENDATION:

Staff recommends approval of the IGA with Clackamas County for records storage and scanning.

BACKGROUND:

The city does not have adequate and appropriate space to store its physical records. The city has stored records with various private companies since they were moved from storage at the city's prior city hall located at 320 Warner Milne Road. The city's physical files have been stored at Clackamas County Records Management since July 2020.

The proposed IGA also includes professional scanning services to digitize large volumes of the records and provide them to the city for electronic archiving.

The IGA currently states the costs shall not exceed $3,000.00 per year, but is expected to actually cost approximately $1,900.00 per year based on the current space occupied (the city's records take up 627.8 square fee). Scanning services are charged on a per-project basis and will be completed when funding is available. The current biennial budget includes $6,000 per year for scanning services.

OPTIONS:

1. Approve the IGA with Clackamas County for Records Storage and Scanning
2. Do not approve the IGA and provide staff with further direction

BUDGET IMPACT:

Amount: $7,900.00

FY(s): 2023-2025

Funding Source(s): General Fund

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF OREGON CITY AND
CLACKAMAS COUNTY
FOR DOCUMENT SCANNING AND STORAGE SERVICES

This Intergovernmental Agreement (Agreement) is made and entered into by and between the City of Oregon City (City) and the Clackamas County, acting through its Department of Records Management (County). Collectively, the City and County will be referred to in the Agreement as the Parties.

RECITALS

WHEREAS, cities and counties are authorized pursuant to ORS 190.003 through 190.110 to enter into intergovernmental agreements for the performance of any or all functions which a party to the agreement has the authority to perform; and

WHEREAS, County has five staff that are proficient in document conversion from any medium be it paper, microfilm to digital and/or digital to microfilm; and

WHEREAS, County follows OAR 166-025-0035 Microfilm Standards and follows all OAR be it document conversion or retentions; and

WHEREAS, County has over 14,000 cubic feet of offsite storage that is a CJIS Certified area; and

WHEREAS, County provides in-house film processing using KODAK 9610 Archive Writer, KODAK Prostar II processor and Canon Image Prograf TX-3000 Wide Format scanner; and

WHEREAS, City needs to update documents and files into an electronic format for the purpose of efficiency and compliance; and

WHEREAS, the Parties find it beneficial to enter into this Agreement subject to the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. Effective Date. This Agreement shall be effective on the date of the final binding signature.

2. Duration and Termination. The term of this Agreement will extend for until June 30, 2024. Thereafter, this Agreement shall automatically renew each year for a one-year term beginning on July 1 of a calendar year and ending on June 30 of the following calendar year. The Agreement may be terminated at any time for nonperformance of any material term of this Agreement. In addition, either party may terminate the Agreement upon providing 60 days written notice to the other party. Termination of this Agreement shall not affect any obligations or liabilities accrued to the Parties prior to such termination.

3. Services. County agrees to provide City:

   a. (1) storage of up to 1600 standard office boxes containing original City records;
   b. (2) high speed digitization of records on a project by project basis, details of which will be established and documented in writing at the initiation of each project (Project Estimate) as more specifically outlined in the attached Exhibits A, B, C, and D for each Party; and
   c. (3) storage of historic books, documents, ledgers, and other materials identified by the City in the County's existing archival room designed for historic preservation of these materials.

The Parties agree to use the following process for requesting services: when City requests digitization services, City will submit a written request to County detailing with particularity the specific services request. If County determines, in its sole discretion, that it has sufficient resources available to provide the services, County will provide City a Project Estimate, which will include the expected costs and timelines. City may either accept the Project Estimate, reject the Project Estimate, or negotiate with County for a modified scope of work.

Unless otherwise indicated in the Project Estimate, any transportation of materials shall be via either:

- A third party approved and cleared by City or County, in locked trucks with security cleared drivers, or

- By a City or County vehicle driven by authorized workforce members of the County or City.

- Materials pickup and delivery will occur during normal business hours of the Party's respective offices. Times will be established by mutual agreement via phone or email.

Each Party will confirm receipt of materials via email to the other Party and will provide reasonable advance notice of changes to the expected delivery date described in the Project Estimate. Each Party will be required to complete a delivery receipt, and accept, by written signature, materials being received, and prior to taking possession of any delivered materials.

Chain of custody information for the movement of analog materials and storage devices (solid-state drives) between County facilities, delivery vehicles, and City facilities will be maintained by both Parties and any third parties authorized to transport the materials.

4. City's Obligations. To ensure that County may perform the services described above in Section 3 and as described in more detail in Exhibit A, City will perform in accordance to the outline of City's obligations included in Exhibit B.

5. Consideration. City will pay County an amount not to exceed not-to-exceed $3,000 per year for bulk and archival storage services provided under this Agreement at a rate determined by $3.00 per 1.2 square feet of stored materials. High speed scanning services shall be invoiced by the County on a per-request basis, as further described in this agreement. County will not provide services in excess of this amount until an amendment to the Agreement is made in writing and signed by both Parties. In the event it appears performance of requested services will exceed the not-to-exceed amount described above, County will cease performing the services until an amendment to this Agreement is entered that permits City to pay for the services.

   Consideration will be on a time and material basis in accordance with the County's then-current rates. A copy of the County's current rates, as of the effective date of this Agreement, is attached hereto as Exhibit C. County will provide City the County's then-current rates as part of any Project Estimate.

   Upon completion of a project, County will submit an invoice to City for the actual costs of services performed at the County's then-current rates. County's invoices will include the number of hours that County staff spent on City's projects and the type of work performed by County staff. To the extent the County's actual costs exceed the Project Estimate by more than 10%, County shall cease services and notify City of a Revised Project Estimate.

   City shall have thirty (30) days to verify and accept that all Project Estimate items have been completed to its reasonable satisfaction. City shall pay County within thirty (30) days of the date of the invoice unless the City has a

good faith basis to dispute that the Project Estimate items were complete and accurate.

All fees shall be based on County then-current rates. No work may be performed until both parties agree, in writing, to the scope of work and the proposed fees set forth in a Project Estimate.

City will make check payments payable to Clackamas County Records Management and mailed to the following address:

Clackamas County
Records Management
1810 Red Soils Ct. Ste. 120
Oregon City, OR 97045

6. Notices. Notices related to this Agreement shall be directed to the following contacts:

City of Oregon City
Attn: Jakob S. Wiley, City Recorder
625 Center St., Oregon City, OR 97045
503-496-1509

Clackamas County
Attn: Carol Hopkins
1810 Red Soils Ct, Suite 120
Oregon City, OR 97045
503-655-8656

7. Compliance with laws. The Parties agree to comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations.

8. No assignment. This Agreement may not be subcontracted, assigned, or transferred by either party without the express written consent of the other party.

9. Mutual Indemnification. Each party shall defend, indemnify and hold the other harmless from and against any and all claims, lawsuits, or actions for damages, costs, losses or expenses arising from the indemnifying party's actions pursuant to this Agreement.

10. Dispute Resolution. Any dispute arising out of this Agreement will first attempt to be resolved informally between the Parties, first at the management level and then at the governing body level. If the dispute cannot be resolved informally, then the Parties may pursue any rights and remedies available to them.

11. No Attorneys' Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

12. No Waiver of Claims. The failure by either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or any other provision of this Agreement.

13. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties for document scanning and storage services and supersedes any and all prior or contemporaneous negotiations or agreements among the parties, if any, whether written or oral which are not fully expressed herein. This Agreement may not be modified or amended except in writing signed by each party to this Agreement.

14. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized representatives as of the dates set forth below.

CITY OF OREGON CITY, OREGON

By: _____
Tony Konkol, City Manager

Dated _____, 2023

CLACKAMAS COUNTY

By: _____
, Clackamas County

Dated _____, 2023

Exhibit A
COUNTY SERVICES

All services will be performed in Clackamas County office, located at 1810 Red Soils Ct., Suite 120, Oregon City, OR 97045.

Bulk Storage: County shall provide adequate space in an adequate environment to store up to the equivalent of 1600 office storage boxes.

Archival Storage: County shall provide storage for historic books, documents, ledgers, and other materials identified by the City in the County's existing archival room designed for historic preservation of these materials.

Materials Handling: County personnel must handle Project Estimate materials in a way that avoids and prevents physical, chemical, biological, or other types of damage to records. If damage occurs, County personnel must immediately cease digitization services activity and notify City Representative. If it is determined that digitization services activities cannot be performed without causing additional damage, City Representative will be consulted for instructions on how to proceed. Prior to the commencement of services, some materials may be additionally insured by City, and known special handling requirements defined beyond general requirements described below will be established at the initiation of each Project Estimate. County will notify City Representative immediately of any contamination of, limitations of access to, or loss of materials.

Materials will be prepared by City workforce members and must be returned by County in the same order, orientation, and condition as they were received.

Scanning and indexing of City records will be performed only by permanent Clackamas County employees in Clackamas County facilities, unless otherwise agreed to in writing on a project by project basis.

Output of the scans may be uploaded by a link to a SharePoint site or by other mediums determined by the Parties at the time as convenient.

Output images may not be altered beyond standard image processing, defined as page rotation, blank page detections, de-skew, de-speckle, cropping to image edge and density of solid black areas. The content of any image shall not be altered in any way. Output images shall meet or exceed the requirements identified by the Oregon

State Archive, including OAR 166-017-0035.

Output may never be sold, distributed or duplicated for distribution in any form without explicit, written consent from the City Representative, and must not be retained any longer than is necessary to perform Quality Control activities, as defined below.

Quality Control: Prior to the return of source materials, output on SSD drive will be returned to City and to be assessed for:

- Completeness - All materials have been captured, all content has been captured for each piece of material and no content is repeated.

- Overall legibility - All content is readable and focused properly, using the OCR standard of 300 DPI or better. Smallest details are captured legibly and completely. Images are in the correct order.

- Format Compliance - Images are delivered in the specified file formats and are able to be opened successfully in programs associated with those file formats.

- Indexing - Agreed upon project Metadata and file naming conventions are present and accurate.

In the case where the output does not meet these requirements, County shall repeat the digitization services to replace the output that does not meet the requirements, at no additional cost to City. Deadlines to complete and deliver repeat digitization services will be agreed upon by the Parties following notification from City that the output failed to meet the defined requirements.

Work Completed: Completion dates will be determined on a project by project basis dependent upon size and scope of digitization required.

Immediate Need Documents: In the event the City has an immediate need for a document or file that is in County possession for scanning, the City will notify the County and request immediate scanning and upload to SharePoint site of said document or file. The County will confirm receipt of request, perform said scanning and uploading, and notify the City of completion.

Destruction of documents:

- Upon completion of scanning large groups of documents and files (i.e., a box that contains minutes for the City Council for a designated set of years), The County will notify the City.
- The City may request that the County destroy the documents by shredding service, to be paid for by the City.
    - The County will complete a records retention/destruction form, approved by the City, in compliance with Oregon State Statute and Administrative Rules: (https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=590).
    - The City will endeavor to label all boxes that contain Project Estimate materials with the appropriate identification of documents and corresponding Oregon Records Retention Schedule No., labeled Exhibit D.

Exhibit B

CITY OBLIGATIONS

Prepare Project Estimate materials for scanning prior to sending them to County. Initial preparation will include preparing a condition report which notes any pre-existing damage to the materials and completing a full inventory of the materials to be sent, both of which will be provided to County in hard copy along with the source materials.

Output: City may provide an empty Solid State Drive (SSD) onto which County will load output for delivery or utilize and online document storage service to transfer the images.

Pickup and delivery:

- City will be responsible for the payment and transporting of the Project Estimate materials to County for digitization.
- City will be responsible for the payment and/or transportation of the return of Project Materials designated “permanent retention” / keep original format (i.e., large maps and building plans).

Destruction of documents:

- Upon completion of scanning large groups of documents and files (i.e., a box that contains minutes for the City Council for a designated set of years), The County will notify the City.
- The City may request that the County destroy the documents by shredding service, to be paid for by the City.
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    - The City will endeavor to label all boxes that contain Project Estimate materials with the appropriate identification of documents and corresponding Oregon Records Retention Schedule No., labeled Exhibit D.

2022/23

Exhibit C

CLACKAMAS COUNTY ESTIMATED COSTS

Digitizing 16mm images	$.024 per image
Digitizing 35mm images	$.45 per image
16mm jacketing	$ 1.50/jacket
35mm jacketing	$ 2.75/jacket
Images loaded to Flash Drive	$.00 Included
Labor: Scanning, quality control and any document preparation	$70.00/hour

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 08/02/2023

From: Aquilla Hurd-Ravich, Community Development Director

SUBJECT:

Temporary exception to private property construction hours associated with the construction of the Maplelane South Apartment Complex.

STAFF RECOMMENDATION:

Approve a temporary exception to private property construction hours allowing work to begin earlier than 7am related to construction of the Maplelane South Apartment Complex with conditions.

EXECUTIVE SUMMARY:

FORE Construction is requesting an exception to the City's private construction work hours policy related to the construction of the Maplelane South Apartment Complex. FORE is pouring concrete slabs for the floors of four buildings. The main purpose of the request is to start work at 4am to protect the safety of their workers by avoiding high heat weather in summer months and due to the size of the pour extra time is needed to complete the process. Starting at 4am would allow FORE to have their crews place and finish concrete prior to peak temperature times of day and provide adequate time to complete the process. The proposed construction will happen early in the morning and is in conflict with Oregon City's private construction work hours policy.

BACKGROUND:

FORE construction is the contractor and project manager for the Maplelane South Apartment Complex located at S. Maplelane Road and Walnut Grove Way. FORE Construction has requested to work outside of normal construction hours which are 7am to 10pm Monday through Saturday and 9am to 8pm on Sundays. FORE would like to begin concrete pours for the floor slabs at 4am one day or two days per pour through Mid-October 2023. FORE anticipates three separate pours, one at the end of August, one at the end of September, and a final pour in mid-October. They will set up for the work beginning at 4am. The project was approved under land use file GLUA-22-00012.

The contractor is requesting to work outside of normal construction hours for the safety of their workers to avoid high heat summer temperatures and to gain adequate time to complete the process. FORE submitted a site plan that indicates the location of the work will be approximately 200-feet east of the nearest residential property line for the first pour. The second pour will be located 400-feet from the nearest residential property line and the final pour will be located approximately 700-feet from the nearest residential property line. The concrete pump will be located on the site near each slab pour. Trucks used for this work will enter and exit off Walnut Grove Way for the first pour, S. Maplelane Court for the second pour and S. Maplelane Road for the third pour. Construction noise expected from this work includes the 'thrust' sound of concrete pump, back up alarms of the concrete trucks, and the sound of trucks driving on the road. The volume on the backup alarms will be turned down to a minimum.

The request is for one or two days near the end of August, one or two days near the end of September, and one or two days in Mid-October 2023 to start at 4am to avoid high heat and complete the project on time. The project desires the working hours to be 4:00 AM to 10:00 PM. The request has been made for August 2023 through Mid-October 2023.

The work will occur on private property on the South Maplelane Apartment Complex site and may indirectly impact residentially-zoned areas east of the project site. FORE Construction will distribute notifications to residential properties within 300-feet of the project site and they will establish a primary contact for concerns or questions. FORE will also inform the Building Division when work is to occur outside of normal hours.

FORE seeks approval from the City Commission to conduct the above-described work outside of normal construction hours.

The Oregon City Municipal Code (OCMC) 9.12.023 lists noises which are prohibited.

> *(C) Sound Producing or Reproducing Equipment. Operating or permitting the unreasonable use or operation of any device designed for sound production or reproduction in such a manner as to cause an unreasonable noise; or operating or permitting the operating or use of any such device between the hours of ten p.m. and seven a.m.*
>
> *(D) Operation of Mechanically Powered Domestic Tools. Lawn equipment, garden tools, chainsaws, blowers or similar devices, in a residentially zoned neighborhood between the hours of ten p.m. and seven a.m.*
>
> *(E) The construction, demolition, alteration or repair of any building or the excavation of any streets and highways in a residentially zoned neighborhood* ***between the hours of ten p.m. and seven a.m., Monday through Saturday; and between eight p.m. and nine a.m. on Sunday.***

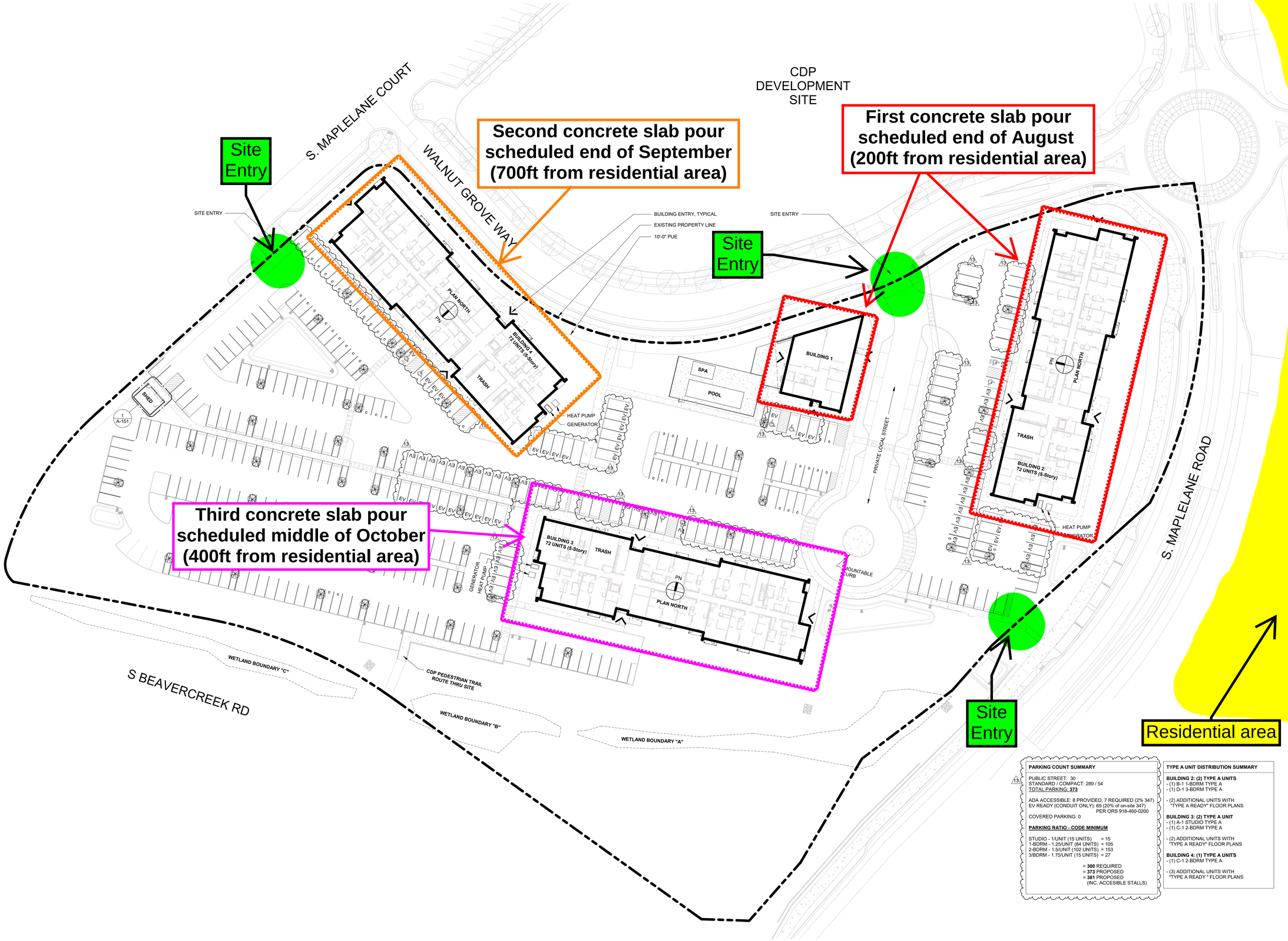
Based on these code sections Oregon City has a policy to limit construction noise on private property to the hours of 7am to 10pm Monday through Saturday and 9am to 8pm on Sundays regardless of the zone in which the work takes place. Staff requests the City Commission to review and decide if an exception to this policy should be granted in this case.

If the City Commission grants the exception, staff recommends the following conditions:

1. FORE Construction will work with the City to obtain mailing addresses of residential properties within 300-feet of the project site to distribute notifications and establish a primary contact for concerns or questions.
2. FORE will inform the Building Division when work will occur outside of normal construction hours.

OPTIONS:

1. Approve an exception to the City's private property construction hours policy and allow work to begin at 4am associated with the construction of the Maplelane South Apartment Complex.
2. Approve an exception with specific modifications.
3. Deny the request for an exception.



PARKING COUNT SUMMARY

PUBLIC STREET: 30
STANDARD / COMPACT: 289 / 54
TOTAL PARKING: 373

ADA ACCESSIBLE: 8 PROVIDED, 7 REQUIRED (2% 347)
EV READY (CONDUIT ONLY): 69 (20% of on-site 347) PER ORS 918-460-0200

COVERED PARKING: 0

PARKING RATIO - CODE MINIMUM

STUDIO - 1/UNIT (15 UNITS) = 15
1-BDRM - 1.25/UNIT (84 UNITS) = 105
2-BDRM - 1.5/UNIT (102 UNITS) = 153
3/BDRM - 1.75/UNIT (15 UNITS) = 27

= **300** REQUIRED
= **373** PROPOSED
= **381** PROPOSED (INC. ACCESIBLE STALLS)

TYPE A UNIT DISTRIBUTION SUMMARY

BUILDING 2: (2) TYPE A UNITS
- (1) B-1 1-BDRM TYPE A
- (1) D-1 3-BDRM TYPE A

- (2) ADDITIONAL UNITS WITH "TYPE A READY" FLOOR PLANS

BUILDING 3: (2) TYPE A UNIT
- (1) A-1 STUDIO TYPE A
- (1) C-1 2-BDRM TYPE A

- (2) ADDITIONAL UNITS WITH "TYPE A READY" FLOOR PLANS

BUILDING 4: (1) TYPE A UNITS
- (1) C-1 2-BDRM TYPE A

- (3) ADDITIONAL UNITS WITH "TYPE A READY " FLOOR PLANS

1 ARCHITECTURAL SITE PLAN
SCALE: 1/32" = 1'-0"

N

LSW ARCHITECTS
LSW Architects, PC
610 Esther St., Suite 200
Vancouver, WA 98660
360.694.8571
LSW-Architects.com

drawn by
Author
checked by
Checker

lsw job number
2021-0043

MAPLE LANE SOUTH - CLUBHOUSE & SHED
FORE GREEN DEVELOPMENT, LLC
OREGON CITY, OREGON

issue date
JUNE 09 2023
CONFORMED CONSTRUCTION SET
revisions
13 ASI 08 7/07/23

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SITE PLAN

A-001

Scale **1/32" = 1'-0"**

7/11/2023 2:35:32 PM

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 07/19/2023

From: Public Works Director John M. Lewis, PE

SUBJECT:

Cooperative Improvement Agreement with the Oregon Department of Transportation for the Beavercreek Road ARTS Project

STAFF RECOMMENDATION:

Authorize approval of the Cooperative Improvement Agreement with the Oregon Department of Transportation (ODOT) for the OR 213 at Beavercreek Road Flashing Beacon which is part of the Beavercreek Road All Roads Transportation Safety (ARTS) Project (CI 21-006).

EXECUTIVE SUMMARY:

Oregon City was awarded a 2018 All Roads Transportation Safety (ARTS) Grant for safety improvements on Beavercreek Road from Warner Milne Road to Maplelane Road. Approving the Cooperative Improvement Agreement will address design review and inspections fees, as well as the ongoing maintenance of the project components located on Hwy 213.

BACKGROUND:

Oregon City was awarded a 2018 All Roads Transportation Safety (ARTS) Grant for safety improvements on Beavercreek Road from Warner Milne Road to Maplelane Road. The ARTS grant is designed to address safety needs in Oregon and is data-driven to achieve the greatest benefits in crash reduction.

In July 2021 the City entered into Local Agency Agreement No. 34646, which allowed the City to utilize the State Funded Local Project Program to ‘exchange’ our federal funds for state funds and deliver the project ourselves. The project includes designing and constructing improvements on Hwy 213 (OR 213), including installing a flashing beacon 900 feet north of Beavercreek Road. The Cooperative Improvement Agreement covers the design review and inspection fees and ongoing maintenance of the project components located on Hwy 213.

Corridor Improvements

All signalized intersections on Beavercreek Road between Warner Milne Road and Maplelane Road will be updated with yellow reflectorized backplates for increased visibility. Upgrades to the signal hardware will also be completed, including new signal controllers, fiber communications to and from all signals along the corridor, and signal timing updates. Updated signal timing, coupled with the fiber communications, will allow us to optimize the signals in the corridor not only at completion of the project, but also allow us to monitor the signals remotely.

Optimized signal timing allows vehicles to more efficiently travel along a corridor. This includes reducing delays which results in shorter travel times and a reduction in fuel use and greenhouse gas emissions.

Hwy 213 and Beavercreek Road Intersection

In 2018, the City adopted Alternative Mobility Targets at the Hwy 213 and Beavercreek Road intersection. These targets acknowledged the high volume of traffic that uses this regionally significant intersection today and into the future. At that time, the City committed to seeking safety improvements at the busy intersection. Staff reviewed five years of detailed crash history at the intersection and found that nearly 85% of the crashes at the intersection were rear-end crashes, predominately in the southbound direction. Upon further review of the southbound rear-end crashes, it was found that the majority of these occur on dry pavement, in daylight, with clear weather conditions, and result in property damage only or minor injury. A proven method to reduce these types of crashes is installation of advance signal ahead warning signage.

The Hwy 213 and Beavercreek Road intersection is large, and drivers often misjudge if they can clear the intersection safely. To assist with this, the intersection will be equipped with an advanced dilemma zone detection system that can modify the traffic signal timing to reduce the number of drivers that may have difficulty deciding whether to stop or proceed during a yellow phase.

These improvements create a safer intersection by reducing crashes, but also improve the travel time reliability for travelers through the intersection by decreasing delays associated with crashes.

OPTIONS:

1. Authorize the City Manager to execute the Cooperative Improvement Agreement.
2. Deny the Cooperative Improvement Agreement. If the Commission chooses to deny the Cooperative Improvement Agreement, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: $25,500

FY(s): 2022-2023 (Deposit of funds already provided to ODOT as part of the permitting process)

Funding Source(s): Transportation SDC

COOPERATIVE IMPROVEMENT AGREEMENT
OR 213 at Beavercreek Road Flashing Beacon

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT;" and the CITY OF OREGON CITY acting by and through its elected officials, hereinafter referred to as "City" all herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Cascade highway South, also known as Highway No. 160 and OR 213, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). Beavercreek Road is a part of the city's transportation system under the jurisdiction and control of the City.

2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 283.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

3. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for their performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.

4. City is designing and constructing improvements on Hwy 213, including a installing a flashing beacon 900 feet north of Beavercreek Road. The Parties entered into Misc. Contracts & Agreements No. 34646 covering the provision of state funds to the project. The terms of that agreement will still apply after the project in this Agreement is complete. The Parties desire to enter into this Agreement to cover the design review and inspection fees and ongoing maintenance of the project.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, the Parties agree to the City designing and constructing a project to install a flashing beacon on OR 213 900 feet north of Beavercreek Road, hereinafter referred to as "Project." The Project includes fiber optic interconnect at the intersection of Beavercreek Road and OR 213 and four radar units. The location of the Project is approximately as shown on the map marked Exhibit A.

2. The Project will be financed entirely by City at an estimated cost of $185,000.

3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

CITY OBLIGATIONS

1. City shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit in the amount of $25,500, said amount being equal to the estimated total cost for the work performed by State as part of the Project, as further described under State Obligations. City agrees to make additional deposits as needed upon request from State and mutually agreed to by both State and City.

2. Upon completion of the Project and receipt from State of an itemized statement of the actual total cost of State's participation for the Project, City shall pay any amount which, when added to City's advance deposit, will equal 100 percent of actual total State costs for the Project. Any portion of said advance deposit which is in excess of the State's total costs will be refunded or released to City within ninety (90) days of Project closeout. City shall not be liable for costs exceeding $25,500 without first receiving from State a request for additional deposit accompanied by an itemized statement of expenditures and an estimated cost to complete Project and receiving City's approval.

3. Upon completion of the Project, City shall be responsible for power costs for the flashing beacon. City shall require the power company to send invoices directly to City.

4. City or its consultant shall conduct the necessary field surveys, environmental studies, traffic investigations; arrange for relocation or reconstruction of any conflicting utility facilities; obtain all needed right of way; identify and obtain all required permits; and perform all preliminary engineering and design work required to produce plans, specifications, and cost estimates. City or its contractor shall construct the Project, perform all construction engineering, including all required materials testing and quality documentation, provide technical inspection, project management, and other necessary functions for contract administration for the construction contract entered into for the Project.

5. City shall design and construct the portions of the Project located on or along the Oregon State Highway System (state highway) in conformance with the current edition of the ODOT Highway Design Manual and the Oregon Standard Specifications for Construction Manual. City understands those portions of the Project within ODOT right-of-way shall be designed and constructed to State standards and approved by State prior to any Project work by City within ODOT right-of-way.

6. City agrees that for all projects on the Oregon State Highway System or State-owned facility, for portions of the Project located within the Oregon State Highway System (state highway), any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. City further agrees that for all projects on the NHS, regardless of funding source, any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval.

7. Americans with Disabilities Act Compliance

   a. For portions of the Project located on or along the Oregon State Highway System (state highway), when the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, City shall:

      i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;

      ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan, and current ODOT Curb Ramp Inspection form; and

      iii. At Project completion, send an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required from the City showing that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address: https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx

      iv. Promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by City and prior to release of any City contractor.

      v. Ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT

standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. City shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.

b. Local Roads: For portions of the Project located on City roads or facilities that are not on or along a state highway:

i. City shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed, and maintained in compliance with the ADA.

ii. City may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for City's use and convenience.

iii. City assumes sole responsibility for ensuring that the Project complies with the ADA, including when City uses ODOT forms and processes. City acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.

iv. City shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. City shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.

c. City shall ensure that any portions of the Project under City's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, City ensuring that:

i. Pedestrian access is maintained as required by the ADA,

ii. Any complaints received by City identifying sidewalks, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,

iii. City, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,

iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and

v. Applicable permitting and regulatory actions are consistent with ADA requirements.

d. Maintenance obligations in this section shall survive termination of this Agreement.

8. City shall cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements for the portions of the Project which are on City's right of way.

9. City, or its consultant's, electrical inspectors shall possess a current State Certified Traffic Signal Inspector certificate, in order to inspect electrical installations on state highways. The State District 2B Permitting Office shall verify compliance with this requirement prior to construction.

10. City shall provide to State electronic "as constructed" plans for work on state highways in 11 x 17 size in PDF form. If City redrafts the plans, done in Computer Aided Design and Drafting (CADD) or Microstation, to get the "as constructed" set, and they follow the most current version of the "Contract Plans Development Guide, Volume 1 Chapter 16" http://www.oregon.gov/State/HWY/ENGSERVICES/docs/dev_guide/vol_1/V1-16.pdf, City shall provide to State a Portable Document Format (PDF) file and a paper copy of the plan set.

11. City will be required to obtain the services of a registered professional engineer to oversee, accept, and document all construction procedures and certify proper construction was performed pursuant to the Project plan and permit. The registered professional engineer will be required to stamp the "As Constructed Plans" and ensure the Project meets State's required standards for the portions of the Project located on or along the Oregon State Highway System (state highway). Construction inspection for this Project will be completed by state-certified inspectors under the direction of the registered professional engineer overseeing the construction and paid for by City.

12. City has provided the Project preliminary and final plans and specifications to State's District 2B office for review and written concurrence, including review and concurrence from the Office of the State Traffic Engineer. All signal equipment must be inspected and tested by State's Traffic Systems Services Unit. Any changes to the final plans

and specifications shall be provided to the State's District 2B office, which shall coordinate all such review and concurrence of revised plans. All review, inspection, and testing done by the State for the Project will be at City's expense.

13. City shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.

14. City acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of City which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

15. City shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of City's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.

16. Any such indemnification shall also provide that neither the City's contractor and subcontractor nor any attorney engaged by City's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that City's contractor is prohibited from defending the State of Oregon, or that City's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against City's contractor if the State of Oregon elects to assume its own defense.

17. City shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and

279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, City expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

18. City shall construct the Project in accordance with the requirements of ORS 276.071 including the public contracting laws within ORS Chapters 279A, 279B and 279C.

19. If City chooses to assign its contracting responsibilities to a consultant or contractor, City shall inform the consultant or contractor of the requirements of ORS 276.071, to ensure that the public contracting laws within ORS Chapters 279A, 279B and 279C are followed.

20. City and its contractor shall follow the Oregon Locate Laws (ORS 757 and OAR 952).

21. City shall obtain a permit to "Occupy or Perform Operations upon a State Highway" from assigned State District 2B Project Manager as well as land use permits, building permits, and engineering design review approval from State. City agrees to comply with all provisions of said permit(s), and shall require its developers, contractors, subcontractors, or consultants performing such work to comply with such permit and review provisions.

22. Pursuant to the statutory requirements of ORS 279C.380 City shall require their contractor to submit a performance bond to City for an amount equal to or greater than the estimated cost of the Project.

23. If City enters into a construction contract for performance of work on the Project, then City will require its contractor to provide the following:

    a. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.
    b. Contractor and City shall name State as a third party beneficiary of the resulting contract.
    c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than

☒ **$1,000,000** ☐ **$2,000,000** ☐ **$5,000,000** for each job site or location. Each annual aggregate limit shall not be less than ☐ **$1,000,000** ☒ **$2,000,000** ☐ **$4,000,000** ☐ **10,000,000.**

d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than $1,000,000.

e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.

f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor's or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.

24. State grants City the right to enter onto State right of way for the performance of duties as set forth in this Agreement.

25. City certifies and represent that the individual(s) signing this Agreement on its behalf has been authorized to enter into and execute this Agreement on its behalf, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind it.

26. City's Project Manager for this Project is Dayna Webb, 13895 Fir Street, Oregon City, Oregon, 97045, 971-204-4633, dwebb@orcity.org, or assigned designee upon individual's absence. City shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATION

1. State shall, upon execution of the agreement, forward to City a letter of request for an advance deposit or irrevocable letter of credit in the amount of $25,500 for payment of the work performed by State under this Agreement. State will review the Project plans, perform periodic inspection for internal documentation purposes, perform signal turn-on, timing, and testing for State owned or maintained signals. State agrees to not incur costs exceeding $25,500 without first submitting to City a request for additional deposit accompanied by an itemized statement of expenditures and an estimated cost to complete Project and receiving City's approval.

2. Upon completion of the Project, State shall either send to City a bill for the amount which, when added to City's advance deposit, will equal 100 percent of the total state costs for Project or State will refund to City any portion of said advance deposit which is in excess of the total State costs for Project.

3. State shall, upon beacon turn on and proper operation, perform all necessary operations and control of the timing established for operation of the beacon and maintain the pole shaft, mast arm, flashers, and all associated parts of the beacon.

4. State grants authority to City to enter upon State right of way for the construction of this Project as provided for in the miscellaneous permit to be issued by State District 2B Office.

5. Within fifteen days of notice from City that City believes all work is complete, State will perform the final inspection of the Project and notify City that it agrees all work is complete or give City written instruction regarding incomplete or unsatisfactory work. Upon request by City, State will promptly re-inspect the Project to confirm the incomplete or unsatisfactory work has been satisfactorily completed. State will issue a Final Acceptance notice to City when all work is inspected and accepted.

6. State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

7. State's Project Manager for this Project is Larry Hall, ODOT District 2B, 9200 Lawnfield Road, OR 97015, 971-673-6200, larry.h.hall@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by any Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.

2. State may terminate this Agreement effective upon delivery of written notice to City or at such later date as may be established by State, under any of the following conditions:

   a. If City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

   b. If City fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State

fails to correct such failures within ten (10) days or such longer period as State may authorize.

c. If City fails to provide payment for this Project, including payment to State for work performed by State.

d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.

3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

4. All employers that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than $500,000 must be included. Each Party shall ensure that each of its contractors complies with these requirements.

5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or City with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

6. With respect to a Third Party Claim for which State is jointly liable with City (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by City in such proportion as is appropriate to reflect the relative fault of State on the one hand and of City on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of City on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

7. With respect to a Third Party Claim for which City is jointly liable with State (or would be if joined in the Third Party Claim), City shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of City on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of City on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF OREGON CITY, by and through its elected officials

By _____

Date _____

By _____

Date _____

LEGAL REVIEW APPROVAL (If required in Agency's process)

By _____
Counsel

Date _____

City Contact:
Dayna Webb
13895 Fir Street
Oregon City, OR 97045
971-204-4633
dwebb@orcity.org

STATE OF OREGON, by and through its Department of Transportation

By _____
Region 1 Manager

Date _____

APPROVAL RECOMMENDED

By _____
District 2B Manager

Date _____

By _____
State Traffic Engineer

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

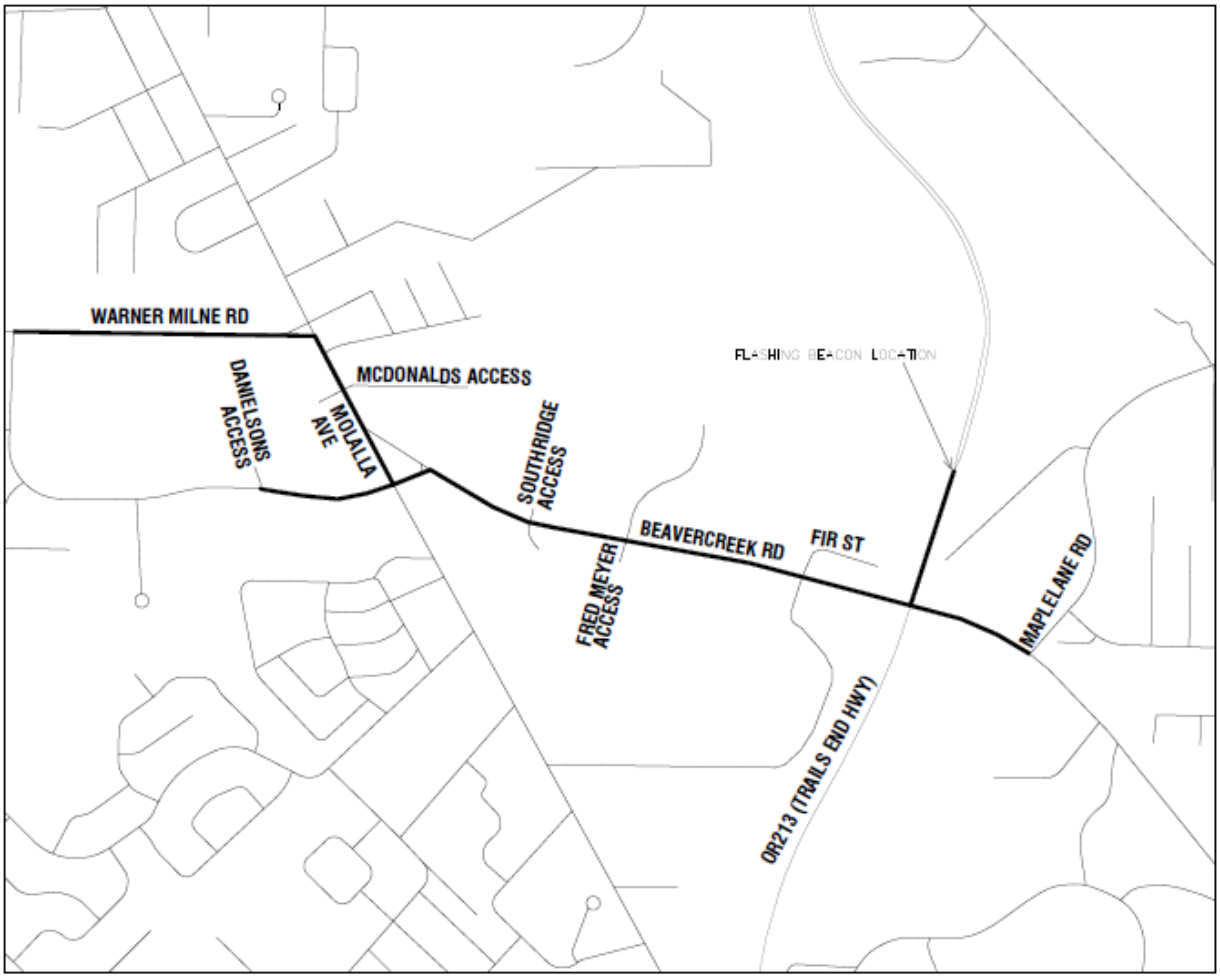
By _Herbert Lovejoy_____
Assistant Attorney General

Date_via email dated July 14, 2023 _

State Contact:
Larry Hall
9200 Lawnfield Road
Clackamas, OR 97015
971-673-6200
Larry.h.hall@odot.oregon.gov

City/ODOT
Agreement No. 73000-00016803

EXHIBIT A – Project Location Map



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** August 2, 2023

From: James Graham, Economic Development Manager

SUBJECT:

2023-2024 Community Enhancement Grant Awards

STAFF RECOMMENDATION:

Approve the thirteen Enhancement Grant Agreements for the recipients of the 2023-2024 Enhancement Grants

EXECUTIVE SUMMARY:

The City of Oregon City issued program guidelines for the 2023-2024 Community Enhancement Grant Program on March 27, 2023. Applications were accepted through June 1, 2023.On June 14, 2023, the Enhancement Grant Program Committee met and selected thirteen applicant organizations to receive a Community Enhancement Grant for the 2023-2024 period.

BACKGROUND:

The Community Enhancement Grant program is made possible through an Intergovernmental Agreement between the regional government, Metro, and the City of Oregon City. The Enhancement Grant Program supports a variety of community improvement projects, from the redevelopment of wildlife habitat to the provision of new economic opportunity for City residents, to projects supporting art and culture. Thirteen organizations were selected to receive grant funding. They are listed in the table below:

	Organization	Project Name	Grant Award
1)	Arts Commission	Oregon City Art Piece Replacement	$15,900
2)	Clackamas Art Alliance	Supporting a Vibrant Arts Community in Oregon City	$50,000

3)	Clackamas County Historical Society	Timeline Hall	$25,200
4)	Clackamas River Basin Council	Riparian Tree Rescue and Youth Workforce Development	$43,526
5)	Clackamas Women's Services	Supporting Youth Safety	$50,000
6)	Clackamas Workforce Partnership	Clean Slate Clackamas	$50,000
7)	Friends of Trees	Oregon City Community-based Tree Planting and Tree Care	$50,000
8)	Home Orchard Education Center	Community Orchard Facility Improvement Project	$27,875
9)	Mary Rose Foundation	Community Mentoring Project	$41,700
10)	McLoughlin Memorial Assoc.	Holmes Rose Farm Landscape Accessibility Walkways	$14,960
11)	OC Together	Fake Pill/Fentanyl Awareness Campaign	$13,000
12)	Oregon City Farmers Market	SNAP Match Program	$18,200
13)	Park Place Neighborhood Assoc.	Park Place Environmental Heritage and Trails Project	$33,850
	Total awarded		**$434,211**

All approved applicants of the Community Enhancement Grant Program will receive a Letter of Agreement including reporting requirements. The Enhancement Grant Program Committee established additional specific performance requirements for six of the organizations related to the tracking of Oregon City resident participation. The six organizations include the Clackamas Art Alliance, the Clackamas River Basin Council, Clackamas Workforce Partnership, the Home Orchard Education Center, the Mary Rose Foundation and the Oregon City Farmers Market.

OPTIONS:

1. Approve funding recommendations of the thirteen grant applicants made by the Community Enhancement Program Committee.
2. Do not approve

BUDGET IMPACT:

Amount: $434,211

FY(s):	FY 24
Funding Source(s):	Intergovernmental Agreement with Metro, 2021-2016

CITY OF OREGON CITY
CITY COMMISSION REGULAR MEETING - REVISED
DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, March 15, 2023 at 7:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:07 PM.

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

STAFFERS: 13 – City Manager Tony Konkol, City Recorder Jakob Wiley, Parks and Recreation Director Kendall Reid, Parks Operations Manager Jonathan Waverly, Aquatics and Recreation Manager Melissa Tierney, Human Resources Director Patrick Foiles, IT Director Mike Dobaj, Public Works Director John Lewis, and Finance Director Matt Zook, Police Chief Jim Band, Community Development Director Aquilla Hurd-Ravich, Economic Development Manager James Graham, Economic Development Coordinator Ann Griffin

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Women's History Month Proclamation

The Commission read the proclamation declaring March 2023 as Women's History Month.

4. CITIZEN COMMENTS

William Becker, resident of Oregon City and Ermatinger House Board member, reminded the Commission of the house's value in education, civic pride, tourism, and volunteer hours. He hoped they would remember these things when it came to fees, and that government had the responsibility to provide services to people regardless of their status.

Dan Fowler, Board President of the Homeless Solutions Coalition of Clackamas County, and Marty Gant, Board President of Father's Heart, spoke about the mission of the coalition and how in April they would host community conversations on addressing homelessness through local partnerships including building a navigation center. There had been a false report on social media claiming Father's Heart was opening a 24/7 homeless shelter. The Coalition was in conversation with the Miles Fiberglass facility about potential ownership and possibly relocating Father's House to that facility.

Bob La Salle, resident of Oregon City, discussed his concern about lack of minutes and videos of past meetings. He gave an example of the minutes of February 28, 2022 which were only one page, and he did not think they were adequate.

Gayle Hamilton-McCloskey and David McCloskey, residents of Portland, spoke about the importance of the Ermatinger House and how the house was funded. They wanted to keep the house open and bring people in, which required them to keep the funds raised to support the house. The Friends group was called

a support agency and their mission was removed in the MOU with Parks and Recreation, but that was part of their articles of incorporation and could not be done.

5. PRESENTATIONS

5a. Oath of Office for Oregon City Police Officers: Captain David Edwins, Sergeant Jared Turpin, and Officer Grace Presser

Jim Band, Police Chief, introduced Captain Edwins, Sergeant Turpin, and Officer Presser. Mayor McGriff administered the oath of office to these officers.

5b. Tumwata Vacant Lot Presentations on the Rossman Landfill

Evan Howells, Middle School Teacher, introduced student projects showcasing ideas for the Rossman Landfill to improve the lives of teenagers in Oregon City. Eight students presented their ideas and discussed their most important takeaways from the projects.

The Commission thanked the students for their work.

6. ADOPTION OF THE AGENDA

Item 7a was pulled from the consent agenda. The agenda was adopted as amended.

7. CONSENT AGENDA

Motion made by Commissioner Mitchell, Seconded by Commissioner Smith, to adopt the consent agenda except 7a. The motion carried by the following vote:

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

7a. OLCC Liquor License Application – Limited On-Premises, Big Chill, LLC, 875 Molalla Ave., Oregon City

Chief Band reviewed the liquor license application process and explained how the City did not have control over approval of the license.

Aaron Wolf, Vice Chair of the Elyville Neighborhood Association, said the neighborhood association was opposed to this license, especially for safety reasons.

Dorothy Dahlsrud, resident of Oregon City, thought this business should have come to the neighborhood to explain what they wanted the license for.

Mayor McGriff suggested they hold the application to the next meeting for the applicant to discuss their application.

There was discussion regarding setting regulations for liquor facilities as was done for marijuana facilities and how the current application was incomplete.

Motion made by Commissioner O'Donnell, Seconded by Mayor McGriff, to continue item 7a to the next Commission meeting. The motion carried by the following vote:

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

7b. Resolution No. 23-05, Establishing New Solid Waste Programming Recycle+ and Proposed Opt-in Rates

7c. Grant Agreement with the Oregon Department of Transportation for the Holcomb Boulevard Safe Routes to School Project

7d. Approving an Intergovernmental Agreement with Clackamas County for the Right-of-Way of Caufield Road

7e. Minutes of the February 7, 2023 City Commission Work Session

8. PUBLIC HEARINGS

8a. Second Reading of Ordinance No. 23-1001, Code Amendments to Previously Adopted Middle Housing Code, Package #2 (GLUA 22-0002/LEG-22-0001 - HB 2001 Housing Choice Code Update - Technical Revisions)

Aaron Wolf, resident of Oregon City, discussed his concerns regarding the unintended consequences of these changes and development that did not fit in the neighborhood. He thought each project should be reviewed and the code changed more often to address issues.

Motion made by Commissioner Mitchell, Seconded by Mayor McGriff, to approve the second reading and final adoption of Ordinance No. 23-1001, code amendments to previously adopted Middle Housing Code, Package #2 (GLUA 22-0002/LEG-22-0001 - HB 2001 Housing Choice Code Update - Technical Revisions). The motion carried by the following vote:

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

9. GENERAL BUSINESS

9a. License Agreement Between the City of Oregon City and Sportcraft Landing, Inc.

Tony Konkol, City Manager, explained the agreement between the City and Sportcraft Landing.

Motion made by Commissioner Marl, Seconded by Mayor McGriff, to approve the license agreement between the City of Oregon City and Sportcraft Landing, Inc. The motion passed by the following vote:

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

Nay: Commissioner Smith

9b. I-205 Toll Project Environmental Assessment Comment Period Extension Request

John Lewis, Public Works Director, explained that ODOT had released an environmental assessment statement regarding the I-205 toll project and that Clackamas County jurisdictions were requesting an additional 45 days to review the statement.

Motion made by Commissioner Marl, Seconded by Mayor McGriff, to approve the I-205 Toll Project Environmental Assessment comment period extension request. The motion carried by the following vote:

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

9c. First Reading of Ordinance No. 23-1003, Revising the City Code to Allow Additional Members to be Appointed to the Youth Advisory Committee (YAC)

Motion made by Commissioner Marl, Seconded by Commissioner Smith, to approve the first reading of Ordinance No. 23-1003, revising the City Code to allow additional members to be appointed to the Youth Advisory Committee (YAC). The motion carried by the following vote:

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

Mayor McGriff made appointments to the Youth Advisory Committee.

9d. Oregon City Arts Commission Grant Program

James Graham, Economic Development Manager, introduced Tammy Jo Wilson, Arts Commission Chair.

Ms. Wilson shared the Arts Commission vision and creation of the grant program. She gave the key features of the program, purpose and eligibility, two grant levels, and proposed timeline.

Motion made by Commissioner Smith, Seconded by Commissioner Mitchell, to approve the Oregon City Arts Commission Grant Program. The motion carried by the following vote:

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

10. COMMUNICATIONS

11. City Manager

None.

12. Commissioners

None.

13. Mayor

Mayor McGriff spoke about I-205 tolling meetings.

13a. Mayoral Appointments to the Youth Advisory Committee (YAC)

The appointments were made during Item 9c.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 9:07 PM.

Respectfully submitted,

_____
Jakob S. Wiley, City Recorder

CITY OF OREGON CITY
CITY COMMISSION REGULAR MEETING - 2ND REVISED
DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, April 05, 2023 at 7:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:04 PM.

PRESENT: 4 - Commissioner Adam Marl, Commissioner Mike Mitchell, Commissioner Rocky Smith, Mayor Denyse McGriff

ABSENT: 1 - Commissioner Frank O'Donnell

STAFFERS: 12 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Economic Development Manager James Graham, Finance Director Matt Zook, Police Sergeant Matt Paschall, Library Director Greg Williams, Public Works Director John Lewis, Human Resources Director Patrick Foiles, Planning Manager Pete Walter, IT Director Mike Dobaj, Library Operations Manager Denise Butcher

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Arbor Month Proclamation

Commissioner Mitchell read the proclamation declaring April 2023 as Arbor Month.

3b. Hiroshima Peace Tree Proclamation

Commissioner Marl read the proclamation declaring April 29, 2023 as Hiroshima Peace Tree Planting Day.

3c. Sexual Assault Awareness Month Proclamation

Mayor McGriff read the proclamation declaring April 2023 as Sexual Assault Awareness Month.

Erin Henkelman, Director of Safe Place Family Justice Center, gave a history on Sexual Assault Awareness Month and statistics on assaults per year. She explained the services provided by the center.

Lex Crawford, Training and Outreach Coordinator of Clackamas Women's Services, discussed the services offered by Clackamas Women's Services and encouraged everyone to support this work.

3d. Arab American Heritage Month Proclamation

Commissioner Smith read the proclamation declaring April 2023 as Arab American Heritage Month.

Mayor McGriff thanked Police Sergeant Matt Paschall for his 25 years of service to the city.

4. CITIZEN COMMENTS

Betty Mumm, resident of Oregon City, spoke about youth sports and how increased costs would go to the parents. With obesity, children needed to be active, and she asked that they be easy on the price.

5. PRESENTATIONS

5a. Library Board Update

Dave Goldberg, Chair of the Library Board, gave highlights of the Library Board's work in 2022 and upcoming activities in 2023. He requested a Work Session with the Commission to discuss the library's budget. He then shared budgetary challenges the library was facing.

There was consensus not to hold a separate Work Session but incorporate the information into the budget hearing process.

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

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

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

7a. OLCC: Liquor License Application – Full On-Premises, Commercial, Dough Valley, Inc. Oregon City

7b. Liquor License Application – Full On-Premises, Commercial, Lucky Hearts, Inc. (dba Golden Taste Restaurant) Oregon City

7c. Clackamas County Subrecipient Grant Agreement 23-022 for the 12th and Main Street and 13th and Main Street ADA Sidewalks and Ramps Improvements Project

7d. Personal Services Agreement with Wallis Engineering for Main Street ADA Project (CI 22-013)

7e. Personal Services Agreement with AINW for the Main Street Waterline Improvements 10th to 15th (CI 21-007)

7f. Personal Services Agreement with DOWL, LLC for the Holcomb Boulevard Safe Routes to School Project (CI 22-011)

7g. Minutes of the December 7, 2022 City Commission Regular Meeting

7h. Minutes of the December 13, 2022 City Commission Work Session

7i. Minutes of the December 21, 2022 City Commission Regular Meeting

7j. Minutes of the March 3, 2023 City Commission Goal Setting Retreat

7k. Minutes of the March 4, 2023 City Commission Goal Setting Retreat

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

9a. OLCC Liquor License Application – Limited On-Premises, Big Chill, LLC, 875 Molalla Ave., Oregon City

Tony Konkol, City Manager, said this item was continued from the last meeting for the applicant to answer questions about the application.

Hardeep Singh Dhounchak of Wilsonville and Mary Monterrosas of Beavercreek said the application was filled out incorrectly. To clarify, they planned to sell sealed alcoholic containers that would be consumed off premises. They were open to discussing the application with the neighborhood association. They would like to put in a food truck in the parking lot and wanted clarification on what was allowed in the Mixed-Use Corridor (MUC) zone.

There was discussion regarding the concerns of the neighborhood in having another business selling alcohol when there were already two others nearby.

Motion made by Commissioner Smith, Seconded by Commissioner Marl, to approve the OLCC Liquor License Application – Limited Off-Premises, Big Chill, LLC, 875 Molalla Ave., Oregon City. The motion carried by the following vote:

Yea: Mayor McGriff, Commissioner Marl, and Commissioner Smith

Nay: Commissioner Mitchell

9b. City Commission 2023 – 2025 Goals Discussion

Mr. Konkol asked if the minutes reflected the goals and themes the Commission discussed at their retreat.

There was discussion regarding creating a balance between having broad goals and having projects in the budget that were supported by the Commission, timing of the budget process, prioritizing the funds, coming back with more frequency to discuss implementing the goals, and that the minutes reflected what was discussed. This would be an iterative process and driven by both the retreat and budget process.

9c. Street Tree Minor Code Amendments

Pete Walter, Planning Manager, gave a presentation on the code amendments. He discussed the proposed revisions, NRC direction on pollinator gardens, fee in lieu of planting, exceptions, certified arborist definition, decision maker clarification, fee in lieu as last resort, and other clarifications.

There was consensus to adopt the proposed replanting exemption for planter strips three feet wide or less, to adopt the proposed Certified Arborist, Decision-maker, Fee-in-Lieu as Last Resort, and other clarifications, and to remove the covenant option for planting new or designating existing trees in private yards near rights-of-way. There was discussion regarding pollinator gardens, the process for the covenant option and lack of enforcement, changing the amount for fee-in-lieu of replanting, incentivizing planting trees, and discouraging clear cutting. There was consensus to change the fee-in-lieu to $500 and to clarify that for planter strips three feet wide or less a fee-in-lieu was not required.

These changes would be brought back in an ordinance.

9d. Second Reading of Ordinance No. 23-1003, Revising the City Code to Allow Additional Members to be Appointed to the Youth Advisory Committee (YAC)

Motion made by Commissioner Marl, Seconded by Commissioner Smith, to approve the second reading and final adoption of Ordinance No. 23-1003, revising the City Code to allow additional members to be appointed to the Youth Advisory Committee (YAC). The motion carried by the following vote:

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

9e. Purchase of New Library Circulation Desk

Greg Williams, Library Director, explained the need for a new circulation desk and how ARPA funds would be used to purchase it.

Motion made by Commissioner Smith, Seconded by Mayor McGriff, to approve the purchase of a new library circulation desk. The motion carried by the following vote:

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

10. COMMUNICATIONS

11. City Manager

Jakob Wiley, City Recorder, gave an update on the minutes audit. Funds for additional transcription services would be proposed in the next budget.

12. Commissioners

Commissioner Smith thanked Kathy Wiseman for her 19 years of service to the city.

13. Mayor

Mayor McGriff said time was running out for the city-sponsored public event program grants. She thanked staff for the recent tree planting event and would bring an acknowledgement statement to the next meeting.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 9:07 PM.

Respectfully submitted,

_____

Jakob S. Wiley, City Recorder

CITY OF OREGON CITY

Staff Report

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

To: Parks and Recreation Advisory Committee **Agenda Date:** 08/02/2023

From: Parks and Recreation Director, Kendall Reid

SUBJECT:

First Reading of Ordinance 23-1008, Amending OCMC 2.58.050 to Allow the Parks and Recreation Advisory Committee Bylaws to Determine the Number of Required Meetings

STAFF RECOMMENDATION:

Staff recommends the City Commission approve proposal to amend OCMC 2.58.050.

EXECUTIVE SUMMARY:

Ordinance 22-1102 is being revised to reflect a reduced number of required meetings. This will allow for the Parks and Recreation Advisory Committee (PRAC) Bylaws to be updated to meet the current needs of PRAC and improve the longevity and continuity of the Committee.

BACKGROUND:

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

The following Ordinance changes are proposed:

Reduced requirement for number of meetings per year.

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

activity warrant a meeting for the following month so that we can best provide as much advance notice as possible to committee members and staff.

OPTIONS:

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

ORDINANCE NO. 23-1008

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

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

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

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

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

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

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

Read for the first time at a regular meeting of the City Commission held on the 2nd day of August, and the City Commission finally enacted the foregoing ordinance this 16th day of August, 2023.

DENYSE C. MCGRIFF
Mayor

Attested to this 16th day of August 2023,

Jakob S. Wiley, City Recorder

Approved as to legal sufficiency:

City Attorney

Ordinance 23-1008 Exhibit A

Chapter 2.58 – Parks and Recreation Advisory Committee

2.58.010 – Established

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

2.58.020 – Purpose

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

2.58.030 – Organization

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

2.58.040 – Appointment and Removal

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

2.58.040 – Powers and Duties

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

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

2.58.050 – Meetings

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

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2.58.060 – Bylaws

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

RESOLUTION NO. 23-18

A RESOLUTION AMENDING BYLAWS FOR THE PARKS AND RECREATION ADVISORY COMMITTEE

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

WHEREAS, the City Commission approved the amended Parks and Recreation Advisory Committee bylaws on February 16, 2022; and

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

WHEREAS, PRAC requests the City Commission approve the revised bylaws attached to this resolution.

DRAFT

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

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

Section 2. This resolution shall take effect upon the effective date of Ordinance No. 23-1008.

Approved and adopted at a regular meeting of the City Commission held on the 16th day of August 2023.

DENYSE C. MCGRIFF, Mayor

Attested to this 16th day of August 2023:

Jakob S. Wiley, City Recorder

Approved as to legal sufficiency:

City Attorney

Attachment:
Exhibit A – Amended Parks and Recreation Advisory Committee Bylaws

OREGON CITY PARKS & RECREATION ADVISORY COMMITTEE BY-LAWS

Last amended February 16, 2022

I. CREATION

The Oregon City Parks and Recreation Advisory Committee was established by the City Commission of Oregon City to advocate for recreational opportunities for the City, and to oversee the implementation of the Oregon City Park and Recreation Master Plan.

II. NAME

Title name of this organization is the Oregon City Parks and Recreation Advisory Committee, hereinafter referred to as the PRAC.

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III. PURPOSE

The PRAC exists to aid the City of Oregon City in providing ample and diverse recreational opportunities for City residents, in part by advising the City Commission, through the Community Services Director, on the implementation of the Park and Recreation Master Plan. The following partially lists the objectives and responsibilities relative to the purpose; objectives may be added to or deleted as necessary:

1. Maintain active communications with the Parks and Recreation Director and other relevant City staff.
2. Provide recommendations to the City Commission relative to parks and recreation.
3. Solicit citizen opinions relative to parks and recreation.
4. Request information from, and consult with, service organizations, special interest groups, neighborhood associations, and other professionals as appropriate.
5. Oversee implementation of the Parks and Recreation Master Plan through periodic reviews, updates, and recommended revisions.
6. Provide public meeting time for citizen input.

IV. ORGANIZATION

1. There will be nine (9) members-at-large. Members shall represent a broad range of interests and experience necessary to achieve the goals and objectives of the Committee.
2. There may be one (1) non-voting, member representing youth perspective on the PRAC. The non-voting member shall be younger than 18 years of age at the beginning of their term and serve a one-year term.
3. There will be Chair and Vice-Chair positions for the PRAC. Each position will be for a one-year term. The PRAC will select members as Chair and Vice-Chair each January with a nomination and voice vote process.
4. The Chair is responsible for identification of subcommittees and subsequent member selection.
5. The Parks and Recreation Director or designee shall attend all meetings. Their purpose is to aid the PRAC through information, initiation of projects, perspective, referrals, and other customary staff support services.
6. The PRAC encourages citizen participation and will, from time to time, request specific or general citizen/expert input.

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V. MEMBER ELIGIBILITY

1. Appointment to the PRAC will be made by the Mayor of Oregon City.
2. The terms for voting members of the PRAC will be three (3) years and non-voting members for one (1) year.
3. The terms will be structured so that no more than three members' terms expire during any one year.
4. No more than two (2) members shall reside within the same Neighborhood Association.
5. No more than two (2) members shall reside outside the city limits.
6. Member resignations will be filed with the Chair as soon as possible after the member has decided to resign. The newly appointed member shall assume the remainder of the existing term.
7. After two (2) consecutive unexcused absences, the Chair will contact the committee member. The remainder of the committee shall then determine continued membership.

VI. MEETINGS

1. A minimum of ~~9~~ 6 regular meetings shall be schedule<u>d</u> annually, at a time and place agreed upon by the committee. The meetings shall ordinarily begin at ~~7~~6:00 PM and end no later than ~~10~~9:00 PM.
2. The Chair, Park and Recreation Director, or the City Commission may call special meetings, as needed<u>, with the consensus of other committee members</u>. A minimum notice of 48 hours must be provided for any called special meeting.
3. A quorum shall exist when half plus one (1) of the appointed, voting, membership is present.
4. Parks and Recreation Staff shall be responsible for recording minutes for all meetings.
5. Voting will be by voice vote. No voting by proxy.
6. Formal agenda items must be submitted to the Staff Representative 10 working days prior to the meeting date.
7. Citizens may make comments and introduce future agenda items at the beginning of each meeting (limited to 3 minutes).
8. Meeting Procedure: The parliamentary procedure for meeting and operations of the Committee shall be the responsibility of and within the authority of the Chair. In the event there is a disagreement or objection to the procedures pursued by the Chair, Roberts Rules of Order, Newly Revised, shall constitute the authority.

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VII. AMENDMENTS

1. Modification of these By-Laws must be approved by the City Commission before they become effective.
2. The procedure to recommend modification of these By-Laws to the City Commission shall be:
    a. All recommended modifications are to be presented and discussed at a regularly scheduled PRAC meeting; recommendation to the City Commission may be made at the same meeting if consensus is reached.
    b. A majority vote of the PRAC membership present is necessary to recommend a change in the By-Laws.
    c. With a majority vote of the PRAC members, an exception to these bylaws for a specific and unique purpose may be presented to the City Commission for approval and implementation.

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