



CITY OF OREGON CITY

URBAN RENEWAL COMMISSION

AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, July 06, 2022 at 6:30 PM

Ways to participate in this public meeting:

- *Attend in person, location listed above, and masks are required.*
- *Register to provide electronic testimony (email recorderteam@orccity.org or call 503-496-1505 by 3 p.m. on the day of the meeting to register).*
- *Email recorderteam@orccity.org (deadline to submit written testimony via email is 3 p.m. on the day of the meeting).*
- *Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045.*

CALL TO ORDER

ROLL CALL

CITIZEN COMMENTS

DISCUSSION ITEM

1. Request to Demolish Abandoned Structure on Urban Renewal Property Near Clackamette Cove

COMMUNICATIONS

ADJOURNMENT

PUBLIC COMMENT GUIDELINES

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

As a general practice, the City Commission does not engage in discussion with those making comments. Electronic presentations are permitted but shall be delivered to the City Recorder 48 hours in advance of the meeting.

ADA NOTICE

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

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

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



CITY OF OREGON CITY

Staff Report

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

To: Urban Renewal Commission
From: Tony Konkol, Executive Director

Agenda Date: 7/6/2022

SUBJECT:

Request to Demolish Abandoned Structure on Urban Renewal Property Near Clackamette Cove

STAFF RECOMMENDATION:

Staff recommends that the old, abandoned structure on Urban Renewal property adjacent to Clackamette Cove be demolished to address health and safety issues associated with homeless individuals using the structure as an encampment.

EXECUTIVE SUMMARY:

Staff is requesting that the abandoned structure located at 16400 Main Street be demolished due to health and safety issues created by homeless individuals using the structure as an encampment.

BACKGROUND:

The abandoned structure located at 16400 Main Street, a property owned by the Urban Renewal Agency, needs to be demolished because the structure is being used by the homeless as an encampment creating health and safety issues not only for the surrounding natural environment but also for staff that encounter the occupants of the abandoned structure. Code Enforcement Officers and Parks and Recreation staff have required occupants of the structure to leave on several occasions only to notice their eventual return. In addition, the cove structure has been damaged and painted with graffiti.

Staff has developed the attached Agreement and have obtained a bid to demolish the structure both of which are attached to this staff report.

OPTIONS:

1. Approve the attached Agreement to demolish the abandoned cove structure.
2. Do not approve the Agreement.

BUDGET IMPACT:

Amount: \$9,885.00

FY(s): 2022/2023

Funding Source(s): Urban Renewal District

URBAN RENEWAL COMMISSION PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the Urban Renewal Commission of Oregon City ("URC") and **C & R Reforestation** ("Contractor").

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from **July 8, 2022, until July 29, 2022**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice URC'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. Total compensation for services provided shall not exceed **\$9,885.00**.

3. Scope of Services. Contractor's will conduct the work associated with this agreement as depicted in Exhibit B.

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

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

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

To the Urban Renewal Commission:

Urban Renewal Commission

PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: Executive Director

To Contractor:

C & R Reforestation

P.O. Box 649
Aurora, OR 97002
Attention: Robin Winston

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 7th day of July 2022.

Urban Renewal Commission

C & R Reforestation

By: _____

Anthony Konkol, III

Title: City Manager

DATED: July 7, 2022.

By: _____

Robin Winston

Title: Owner

DATED: _____

**STANDARD CONDITIONS TO URBAN RENEWAL COMMISSION ("URC")
PERSONAL SERVICES AGREEMENT**

EXHIBIT A

Item #1.

1. Contractor Identification. Contractor shall furnish to URC its taxpayer identification number, as designated by the Internal Revenue Service, or Contractor's social security number, as URC 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) URC agrees to pay Contractor within thirty (30) days after receipt of Contractor's itemized statement. Amounts disputed by URC may be withheld pending settlement.

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

3. Independent Contractor Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. URC and

**STANDARD CONDITIONS TO URBAN RENEWAL COMMISSION ("URC")
PERSONAL SERVICES AGREEMENT**

Item #1.

EXHIBIT A

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

6. Payment of Laborers: Payment of Taxes.

(a) Contractor shall:

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

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

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

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

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

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

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

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

7. SubContractors and Assignment.

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

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

9. Ownership of Work Product; License. All work products of Contractor that result from this Agreement (the "Work Products") are the exclusive property of URC. In addition, if any of the Work Products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants URC 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 URC or produced by Contractor under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by URC, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to URC. Contractor shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of URC.

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO URBAN RENEWAL COMMISSION PERSONAL SERVICES AGREEMENT (4/2017)

Page 2 of 5

EXHIBIT A

Page 8

**STANDARD CONDITIONS TO URBAN RENEWAL COMMISSION ("URC")
PERSONAL SERVICES AGREEMENT**

EXHIBIT A

Item #1.

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

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

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

13. Indemnity and Insurance.

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

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

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

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

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

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

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

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

**STANDARD CONDITIONS TO URBAN RENEWAL COMMISSION ("URC")
PERSONAL SERVICES AGREEMENT**

EXHIBIT

Item #1.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the URC 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 URC to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Contractor shall, at such time and in such form as URC 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 URC. Contractor shall furnish URC, 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

URC, but shall remain with Contractor. Copies as requested shall be provided free of cost to URC.

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

24. Arbitration.

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

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

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

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

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

**STANDARD CONDITIONS TO URBAN RENEWAL COMMISSION ("URC")
PERSONAL SERVICES AGREEMENT**

EXHIBIT

Item #1.

judge of the Clackamas County Circuit Court.

jurisdiction's conflicts of law, rules or doctrines.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators.

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

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

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any

Reforestation & Wildfire Suppression

Farm & Forest License #35788

CCB #138794

ATTACHMENT B

May 9, 2022

City of Oregon City
Attn: Vance Walker, Assistant Public Works Director
13895 Fir Street
Oregon City, Oregon 97045

Re: Quote for The Cove Building Demolition



Dear Vance,

Here is my quote for the above project. I have outlined a scope of work for this project as follows:

- 1) Demolish existing building leaving only the cement floor when finished
- 2) Remove and dispose of the current abandoned debris inside the building
- 3) Dispose of all wood, metal and concrete from the demolition as appropriate.
- 4) Complete this project by June 20th, 2022.

Quote for the above scope of work

\$9,885.00

I, Robin Winston, hereby submit this quote, May 9, 2022.

Sincerely,

Robin Winston, Owner





Overview Map

Taxlot Information

APN: 2-2E-29 -03200 In City? Y
Alt ID: 05022769 In UGB? Y
Site Address: 16400 MAIN ST
OREGON CITY, OR 97045
Year Built: Unknown or not recorded

Taxpayer Information

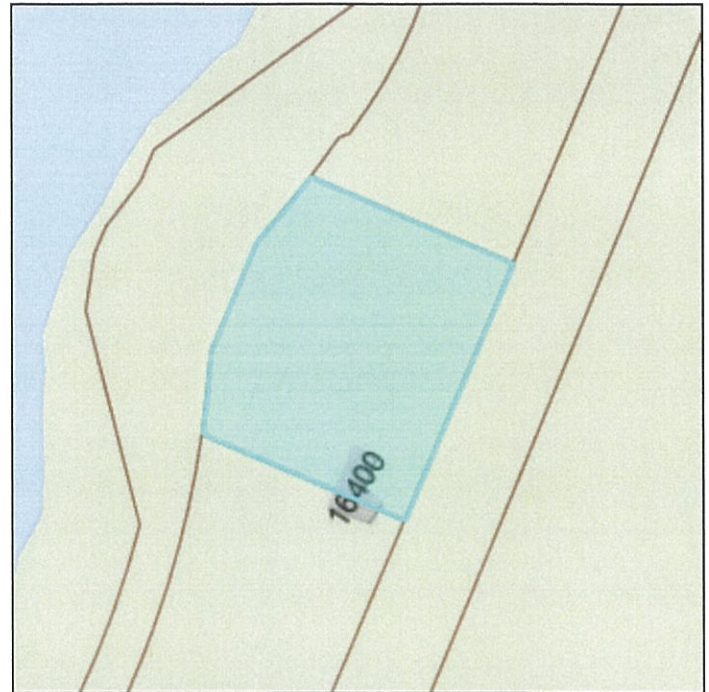
Taxpayer: URBAN RENEWAL AGENCY OF OREGON CITY
Address: PO BOX 3040
OREGON CITY, OR 97045

Reference Information

Parcel Area (GIS - acres): 1.00
Parcel Area (GIS - sq. ft.): 43,419
Twn/Rng/Sec: 2S 2E 29
Tax Map Reference: 22E29 (03_2s2e29)

Values

Import Date: 05/17/2022
Land Value (Mkt): \$913,763
Building Value (Mkt): \$0
Total Value (Mkt): \$913,763
Note: the values above are Market, NOT Assessed values.
Assessed Value: \$560,137
Exempt Amount: \$560,137



Taxlot highlighted in blue

Planning Designations

Zoning: MUD
Comprehensive Plan: QP
Subdivision: (4289) CLACKAMETTE COVE
PUD (if known):
Partition Plat: N/A
Neighborhood Assn: Two Rivers
Urban Renewal District: DOWNTOWN
Concept Plan: N/A
Historic District: N/A
Historic Designation: N/A

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

March 24, 2022



