



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING - REVISED AGENDA

**Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, July 06, 2022 at 7:00 PM**

REGULAR MEETING OF THE CITY COMMISSION

Ways to participate in this public meeting:

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

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

[3a.](#) Disability Pride Month Proclamation

- 4. CITIZEN COMMENTS**

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

- 5. PRESENTATIONS**

5a. Downtown Oregon City Association Presentation

- 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.](#) Resolution No. 22-22, Authorizing the Nomination of the Holcomb Boulevard Sidewalk and Protected Crossing Project for the 2022 Safe Routes to School Infrastructure Grant Program
- [7b.](#) Resolution No. 22-25, Vacating a Section of Public Utility Easement at 11798 Skellenger Way
- [7c.](#) Resolution 22-28, Certifying the Results of the May 17, 2022 Election
- [7d.](#) Mid-Biennium Addition of 1.0 FTE in Community Development
- [7e.](#) Management, Supervisory and Confidential Employee Salary Cost of Living Adjustment (COLA) FY 2022-23
- [7f.](#) Metro Community Enhancement Grant Agreements for 2022-23 and Metro Community Enhancement Extension Requests for 2021-22
- [7g.](#) Public Improvement Contract with McDonald Excavating, Inc. for the Trillium Park Drive Roadway Abandonment Project (CI 21-003)
- [7h.](#) Personal Services Agreement with Brown and Caldwell Inc. for the NPDES MS4 and TMDL Support (PS 22-014)
- [7i.](#) Personal Services Agreement with 3J Consulting, Inc. for the Beemer Way Stormwater Outfall Improvements Project (CI 22-007)
- [7j.](#) Temporary Construction Easement at Sportcraft Landing
- [7k.](#) Concrete Path Replacement-River Access Trail
- [7l.](#) Approval of Annual Mimecast Support Contract
- [7m.](#) Tyrone S. Woods Memorial Park – Dog Park Improvements
- [7n.](#) Minutes of the April 6, 2022 City Commission Regular Meeting

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

- [9a.](#) Residency Confirmation for Leslie Wright Jr.
- [9b.](#) House Bill 2006 Shelter Siting Application Form Approval
- [9c.](#) First Reading of Ordinance 22-1003, Exempting Special Event Vendors from the Requirement to Obtain a Business License
- [9d.](#) Oregon City Economic Development Strategic Plan

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. 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.*

PROCLAMATION

Whereas, in July 1990 the Americans with Disabilities Act was signed into law; and

Whereas, the month of July was chosen to honor the enactment of this groundbreaking law;
and

Whereas, it is important to take time this month to reflect on the disability rights movement
and the progress that has been made; and

Whereas, the City of Oregon City recognizes that one of its greatest strengths is the
diversity of its citizens; and

Whereas, the City of Oregon City believes in the dignity of all disabled individuals,
supporting equity and ensuring acts of discrimination will not be tolerated, and

Whereas, disabled individuals contribute to our community's success and strength in a great
number of ways immeasurable ways; and

Whereas, disabled individuals continue to face discrimination for something out of their
control and for being who they are, continue to be a target of violence and
harassment and continue to persist through the efforts of the disabled community
and the support of community agencies, businesses, and individual allies; and

Whereas, discrimination on the basis of disability is often compounded with discrimination
based on race, sexual orientation and gender identity, immigration status, religion
and age, among others.

Now, Therefore, I, Denyse C. McGriff, Commission President of the City of Oregon City,
do proclaim

July 2022 as Disability Pride Month

And, and encourage all people in our City to join in celebrating diversity, and promoting
inclusion and equity, and call upon the people of Oregon City to join their fellow citizens in
recognizing the passage of this important law.

In Witness Whereof, I have hereunto set my hand this 6th day of July 2022.

DENYSE C. MCGRIFF,
COMMISSION PRESIDENT



CITY OF OREGON CITY

Staff Report

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

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

Agenda Date: 07/06/2022

SUBJECT:

Resolution No. 22-22, Authorizing the Nomination of the Holcomb Boulevard Sidewalk and Protected Crossing Project for the 2022 Safe Routes to School Infrastructure Grant Program

STAFF RECOMMENDATION:

Approve Resolution No. 22-22 authorizing staff to apply for the 2022 Safe Routes to School (SRTS) Infrastructure Grant Program for the Holcomb Boulevard Sidewalk and Protected Crossing Project.

EXECUTIVE SUMMARY:

Oregon City Public Works Department is seeking City Commission approval of Resolution No. 22-22 in support of a grant application for the SRTS Infrastructure Grant Program. The goal of the SRTS Infrastructure Grant Program is to provide construction funding for infrastructure projects that remove barriers to students walking and biking to school. The proposed Holcomb Boulevard Sidewalk and Protected Crossing Project not only meets the grant criteria, but also helps to accomplish some of the transportation improvement desires of the Park Place neighborhood and the Oregon City School District.

BACKGROUND:

Holcomb Boulevard is the main roadway leading to and from Holcomb Elementary School, a Title I school. This project has been identified on the Transportation System Plan, and the status quo along Holcomb Boulevard is a concern for the School District and the neighborhood with regard to providing a corridor to allow students to safely walk and bicycle to and from school.

As development has occurred over the past 20 years, it has become increasingly necessary to build out these improvements to meet the needs of the students, bicyclists, and other pedestrians. Without these improvements, the School District cannot support the students as it should in the Safe Routes to School Program.

Public Outreach & Work Completed in 2020/2021:

In 2020, staff worked to identify a project that not only met the grant criteria, but also accomplished the needs/desires of the Park Place neighborhood and the Oregon City School District. To do this, we followed the process identified below:

- Initial Input: Staff sat down with the Park Place Neighborhood Association representatives, attended a Park Place Neighborhood Association meeting, and discussed with the School District known barriers to walking and biking to Holcomb Elementary School.
- Technical Review: Once the concerns were gathered, staff set out to understand the technical aspects of the corridor. This included speeds, volumes, and reviewing the safety of the crossing locations, etc.
- Technical Project Feedback: Staff has taken the initial input and the results of the technical review and has identified what the City believes is a strong project that will compete well and address many of the community concerns and desires. We then went back to speak with the Park Place Neighborhood Association representatives, School District, School Principal, and the Transportation Advisory Committee (TAC). We received a letter of approval and support from each.

We were not selected for funding in the 2020 SRTS Infrastructure Grant Program. When that was confirmed, staff moved forward with construction of Phase 1, which included two Rectangular Rapid Flashing Beacons (RRFBs) on Holcomb Boulevard located at Front Avenue and Swan Avenue. Those crossing improvements were completed in 2021. Additionally, based on community feedback, in February 2021 the speed limit along Holcomb Boulevard was approved to be lowered from 40 mph to 35 mph.

Public Outreach & Work Completed in 2022:

Since the last SRTS grant application along Holcomb Boulevard, the Serres Farm Subdivision land use application has been approved. The project is currently in plan review, and construction is anticipated to get underway this year. The project will be constructing frontage improvements along Holcomb Boulevard that include the following: 7' sidewalk, 6' bike lane, 8' planter strip, and street lighting. They have also been conditioned to construct the RRFB on Holcomb Boulevard just east of Oak Tree Terrace.

Based on the crossing improvements constructed in Phase 1, and work being completed by the Serres Farms Subdivision, staff anticipates the Holcomb Boulevard Sidewalk and Protected Crossing Project will include the following:

- One Pedestrian Marked Crossing with RRFB, ADA Curb Ramps, and Street Lighting located at Winston Drive
- Installation of a Flashing School Zone System
- Sidewalk and Bike Lane Construction with Street Lighting:

- North side of Holcomb Boulevard: Holcomb School Road to Serres Farms Subdivision west edge, and Serres Farms Subdivision east edge to Winston Drive
- South side of Holcomb Boulevard: Oak Tree Terrace to ~200 feet east of existing sidewalk
- Construction of retaining walls to accommodate grade changes
- Right-of-way acquisition will be required to complete the project. Approximately 9 right-of-way files are anticipated at this time. Staff will work to minimize impacts to property owners as much as possible.

In recent months, staff has discussed the Holcomb Boulevard Sidewalk and Protected Crossing Project with, and received letters of support from, Holcomb Elementary School, the Park Place Neighborhood Association, and the Oregon City Transportation Advisory Committee.

Staff and our consultant team are continuing to refine the scope of the project and to better understand the right-of-way needs, project impacts, and costs for the project. Staff is requesting authorization to submit an application with a total project cost of up to \$2,200,000 as noted below. The grant application is due July 31, 2022.

City Match (20%):	\$440,000
Grant Funding (80%):	\$1,760,000
Total Project Costs:	\$2,200,000

OPTIONS:

1. Approve Resolution No. 22-22 in support of the 2022 Safe Routes to School (SRTS) Infrastructure Grant Program for the Holcomb Boulevard Sidewalk and Protected Crossing Project.
2. Approve Resolution No. 22-22 in support of the 2022 Safe Routes to School (SRTS) Infrastructure Grant Program for the Holcomb Boulevard Sidewalk and Protected Crossing Project with specific modifications.
3. Deny Resolution No. 22-22.

BUDGET IMPACT:

Amount: \$440,000

FY(s): FY 2023-2024

Funding Source(s): Transportation SDC Fund

RESOLUTION NO. 22-22

A RESOLUTION AUTHORIZING THE NOMINATION OF THE HOLCOMB BOULEVARD SIDEWALK AND PROTECTED CROSSING SAFE ROUTES TO SCHOOL INFRASTRUCTURE PROJECT FOR THE 2022 SAFE ROUTES TO SCHOOL INFRASTRUCTURE FUNDING GRANT PROGRAM

WHEREAS, Oregon Department of Transportation is soliciting for projects for the 2022 Safe Routes to School (SRTS) Infrastructure Funding Grant Program; and

WHEREAS, the Holcomb Boulevard Sidewalk and Protected Crossing Project will remove some of the existing barriers for students who walk, bike, and roll to Holcomb Elementary School; and

WHEREAS, Holcomb Elementary has 50.9% of students identified as low income; and

WHEREAS, many areas along Holcomb Boulevard lack safe pedestrian crossings, sidewalks, and bike lanes which prevents students from walking and biking to school; and

WHEREAS, we are pleased to support the City's application for the 2022 Safe Routes to School Infrastructure Funding Grant Program which will help resolve some gaps in safe roadway, pedestrian, and bicyclist infrastructure.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. Staff is authorized to submit to the Oregon Department of Transportation for the 2022 Safe Routes to School (SRTS) Infrastructure Funding Grant Program for the Holcomb Boulevard Sidewalk and Protected Crossing Project.

Section 2. This resolution becomes effective upon adoption.

Approved and adopted at a regular meeting of the City Commission held on the 6th day of July 2022.

DENYSE C. MCGRUFF
Commission President

Attested to this 6th day of July 2022:

Approved as to legal sufficiency:

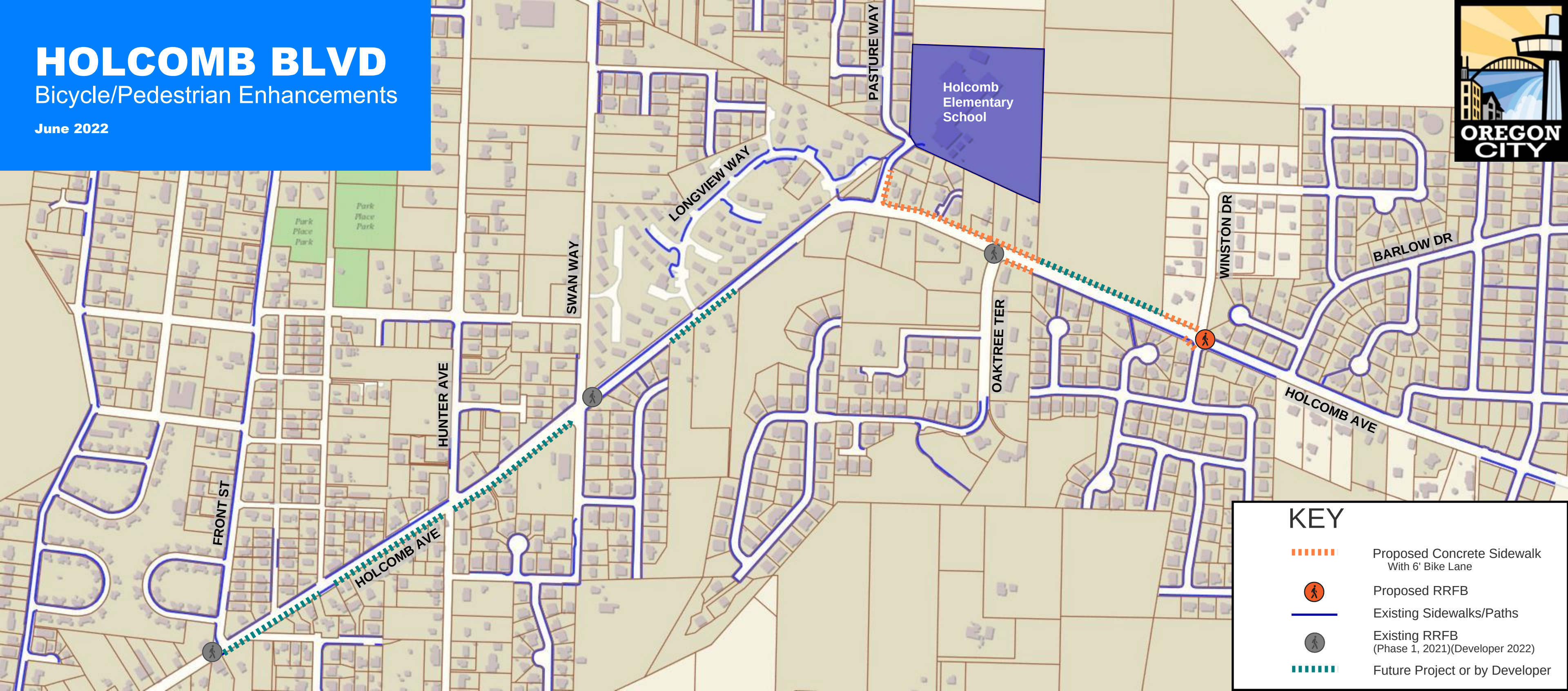
Jakob Wiley, City Recorder

City Attorney

HOLCOMB BLVD

Bicycle/Pedestrian Enhancements

June 2022



KEY

- Proposed Concrete Sidewalk With 6' Bike Lane
- Proposed RRFB
- Existing Sidewalks/Paths
- Existing RRFB (Phase 1, 2021)(Developer 2022)
- Future Project or by Developer



HOLCOMB ELEMENTARY

14625 S. Holcomb Blvd. / Oregon City, Oregon 97045-1300
503-785-8100 Fax: 503-657-4795

Item 7a.

Jacinta Ortiz
Principal
May 16, 2022

Oregon Department of Transportation
Safe Routes to School Construction Program

RE: Letter of Support for City of Oregon City Holcomb Boulevard Sidewalks & Protected Crossings Safe Routes to School Project

To Whom it May Concern:

I am pleased to submit this letter in support of the proposal by the City of Oregon City for the **Holcomb Boulevard Sidewalks & Protected Crossings Safe Routes to School Project**.

Holcomb Boulevard is an unsafe corridor for families and students due to lack of continuous sidewalks and bicycle lanes, lack of pedestrian level lighting, no safe roadway crossing areas east of the school, poor horizontal and vertical sight distance and speeds over 35 mph.

With the infrastructure improvements proposed as part of the project, families and students will have a safer, more comfortable corridor to walk and bicycle to school. This will allow them to develop healthy travel choices to and from school, reducing vehicular trips.

Holcomb Elementary School is a Kindergarten through 5th grade elementary school, with a population of approximately 480 students. Approximately 34% of our students receive free/reduced lunch prices. We also have a higher than state average of students with disabilities and chronically absent students. This grant would be a true benefit to the entire school community, but especially to those low-income families.

Holcomb Elementary School is pleased to support this proposal, and strongly urges your consideration of their application. As part of this grant, I realize that there will be a small task required of school staff. I will be the representative from the school to help facilitate this. I have selected the option below that best describes my commitment. Holcomb Elementary School will:

- ☒ Support current walking and biking programming at our school and ensure walking and biking education programs continue for our students during the construction and after the completion of this project in order to educate our community about the new safety feature and how to use it.

OR

- ☐ Publish a newsletter article submitted by partner road authority (grant applicant) and send provided flyers home with students containing educational safety information about the project.

Sincerely,

Jacinta Ortiz

Principal

jacinta.ortiz@orecity.k12.or.us

Park Place Neighborhood Association, Oregon City, Oregon



The Neighborhood at the End of the Oregon Trail

June 21, 2022

Oregon Department of Transportation
Safe Routes to School Construction Program

RE: Letter of Support for City of Oregon City Holcomb Boulevard Sidewalks & Protected Crossings Safe Routes to School Project

On behalf of the Park Place Neighborhood Association (PPNA), I am pleased to submit this letter of support for the City of Oregon City Holcomb Boulevard Sidewalks & Protected Crossings Safe Routes to School Project. Grant. At the May 16, 2022 General Meeting of the PPNA, there was a motion to support this project.

Holcomb Boulevard is a minor arterial roadway, intended to serve local traffic traveling to and from major arterials. Over the past 30 years, Holcomb Boulevard has transformed from a rural two-lane roadway with ditches and minimal street lighting, to a partially built urban arterial. Some properties have developed and constructed a more urban streetscape along the development but not all properties have developed leaving an unsafe corridor for families and students due to lack of continuous sidewalks and bicycle lanes, lack of pedestrian level lighting, no safe roadway crossing areas east of the school, poor horizontal and vertical sight distance and speeds over 35 mph.

This project is an important community initiative and has its own planning document approved in 2005 as the Holcomb Boulevard Pedestrian Enhancement Concept Plan. The project is also identified in Oregon City's Transportation System Plan. There is a clear need to construct the missing sidewalks and bicycle lanes. Grant funding will greatly assist in making this project feasible for Oregon City.

With the infrastructure improvements proposed as part of the project, families and students will have a safer, more comfortable corridor to walk and bicycle to school. This will allow them to develop healthy travel choices to and from school, reducing vehicular trips.

The Park Place Neighborhood Association is pleased to support this proposal, and strongly urges your consideration of their application. Thank you for this opportunity to share our support of the City of Oregon City Holcomb Boulevard Sidewalks & Protected Crossings Safe Routes to School Project.

Sincerely,

Stephen VanHaverbeke
Park Place Neighborhood Association Chair



May 19, 2022

Oregon Department of Transportation
Safe Routes to School Construction Program

RE: Letter of Support by City of Oregon City for Holcomb Boulevard Sidewalks & Protected Crossings Safe Routes to School Project

The Transportation Advisory Committee (TAC) is an advisory committee tasked with providing advice and recommendations on transportation-related matters as well as to guide the preparation of transportation plans and programs. The TAC voted unanimously in support of the Oregon City Holcomb Boulevard Sidewalks & Protected Crossings Safe Routes to School Project at their May 17 meeting.

Holcomb Boulevard is a minor arterial roadway, intended to serve local traffic traveling to and from major arterials. Over the past 30 years, Holcomb Boulevard has transformed from a rural two-lane roadway with ditches and minimal street lighting, to a partially built urban arterial. Some properties have developed and constructed a more urban streetscape along the development but not all properties have developed leaving an unsafe corridor for families and students due to lack of continuous sidewalks and bicycle lanes, lack of pedestrian level lighting, no safe roadway crossing areas east of the school, poor horizontal and vertical sight distance and speeds over 35 mph.

With the infrastructure improvements proposed as part of the project, families and students will have a safer, more comfortable corridor to walk and bicycle to school. This will allow them to develop healthy travel choices to and from school, reducing vehicular trips.

The Oregon City Transportation Advisory Committee is pleased to support this proposal, and strongly urges your consideration of their application. Thank you for this opportunity to share our support of the City of Oregon City Holcomb Boulevard Sidewalks & Protected Crossings Safe Routes to School Project.

Sincerely,

Henry Mackenroth
Transportation Advisory Committee Chair



CITY OF OREGON CITY

Staff Report

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

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

Agenda Date: 07/06/2022

SUBJECT:

Resolution No. 22-25, Vacating a Section of Public Utility Easement at 11798 Skellenger Way

STAFF RECOMMENDATION:

Approve Resolution No. 22-25 which authorizes the vacation of a section of public utility easement on 11798 Skellenger Way.

EXECUTIVE SUMMARY:

An application was received for the vacation of a section of public utility easement at 11798 Skellenger Way. The easement on this property was put in place to serve the use, maintenance, and access of franchise utility providers serving the area. However, the section of the easement that is the subject of the application is not serving franchise utility providers and will not serve them in the future. All providers have submitted written statements permitting vacation of the specified portion of the public utility easement.

Public Works supports vacation of the easement section as the section is not serving the intended purpose. The easement does not exist in an alignment that is consistent with current standards and practice. Vacation is in the best public interest due to the lack of utility current or future use and non-conformance with standards. Public Works recommends approval of this resolution to vacate the easement section.

BACKGROUND:

In February 2022, the property owner of 11798 Skellenger Way applied for the vacation of a section of public utility easement on the property. See Exhibit A – Application Package for a sketch of the portion requested to be vacated.

The subject section of public utility easement lies along the eastern property boundary of 11798 Skellenger Way and was put in place as part of the Hazel Grove 4 subdivision

(City Planning File No. TP 96-04) to serve franchise utility distribution. The alignment is considered a “side yard” easement.

Public utility easements are put in place to serve the distribution needs of franchise utilities which include electric, gas, and telecommunications providers. Public utility easements are a subdivision platting requirement per Oregon City Municipal Code Section 16.12.085. Utility providers route utilities through the neighborhoods and to homes via these easements on private property.

The vacation application provides the following justification:

- A. No portion of the easement section is in use by franchise utilities which include electric, natural gas, and telecommunications providers.
- B. The easement is not in compliance with current standards which are public utility easements along property road frontages only.
- C. There is no impact to adjacent properties.

Public Works staff determined that these statements are correct:

- A. The easement section is not used currently, nor will it be used in the future, for its designated purpose for franchise utility placement, maintenance, use, or access. The application provided a list of all utility providers that serve the area as identified by a utility locate call. The applicant contacted each of the providers to assess if the easement section is in use or will ever be used. They requested written approval from the providers for the vacation if neither is the case. The applicant has provided Public Works with written approvals for the vacation from all providers. See Exhibit B - Utility Approvals.
- B. The vacation is in the best public interest based on the easement section lacking utility for its designated purpose based on current standards. Currently, public utility easements are only dedicated on the property frontage along a roadway. Side yard easements are no longer required.
- C. Staff have determined that adjacent properties will not be impacted.

In general, a vacation shall be granted only if all the following criteria from the street and easement vacation application form are met:

- 1. There is no present or future public need for the street, alley, or easement.
- 2. The vacation is in the best public interest.
- 3. There would be no impacts to adjacent properties.
- 4. Consent of adjacent property owners when appropriate.

In this case, franchise utility providers serving the area have no present or future need for the easement section; the vacation is in the best public interest; the vacation has no impact on adjacent properties; and the adjacent properties do not need to consent to the vacation. Therefore, all criteria have been met.

The applicant has provided a legal description and depiction (“legals”) for the easement section to be vacated. See Exhibit C – Quitclaim Deed with Legals. This document will

be recorded at the Clackamas County Recording Office following approval of this resolution to affect the release or “quitclaim” of the easement.

City policy allows for vacations of easements by the passing of a resolution by the City Commission; therefore, approval of this resolution and recording of the quitclaim will result in the vacation of the easement section.

OPTIONS:

1. Approve Resolution No. 22-25 to allow vacation of the public utility easement section at 11798 Skellenger Way.
2. Deny Resolution No. 22-25. If the Commission chooses to deny the Resolution, staff respectfully requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$0

FY(s): 2022

Funding Source(s): N/A

RESOLUTION NO. 22-25

A RESOLUTION VACATING A PORTION OF PUBLIC UTILITY EASEMENT ON 11798 SKELLENGER WAY

WHEREAS, the owner of 11798 Skellenger Way, described as 3417 Hazel Grove 4 LT 124, has applied for a vacation of a portion of a public utility easement (hereinafter called "Easement") on the property; and

WHEREAS, the Easement is legally described and depicted in Exhibit C - Quitclaim Deed with Legals; and

WHEREAS, the Easement was purposed for franchise utility provider use, and all franchise utility providers serving the area have provided written statements of non-use and approval of a vacation; and

WHEREAS, the Easement no longer conforms with current alignment requirements for public utility easements; and

WHEREAS, Oregon City Public Works staff have determined that the proposed vacation is in the best public interest based on the Easement lacking usability by franchise utility providers; and

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission of the City of Oregon City hereby vacates that portion of public utility easement as legally described in Exhibit C - Quitclaim Deed with Legals and marked thereon as "Easement Vacation".

Section 2. This resolution shall take effect immediately upon its adoption by the City Commission and recording of the quitclaim deed of Exhibit C.

Approved and adopted at a regular meeting of the City Commission held on the 6th day of July, 2022.

DENYSE C. MCGRUFF
Commission President

Attested to this 6th day of July, 2022:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Attachment:
Exhibit C – Quitclaim Deed with Legals



**OREGON
CITY**

Public Works – Development Services

13895 Fir Street | PO Box 3040 | Oregon City OR 97045
Ph (503) 657-0891 | Fax (503) 657-7892

**APPLICATION
STREET/ALLEY VACATION**

Property Owner/Authorized Agent James Gibbs

Address 11798 Skellenger Way

Telephone 503-658-5611 Location of Property to be Vacated 11798 Skellenger Way -East
10 ft. easement along property line.

Note: Legal description of property must be attached for street vacations. The application shall be accompanied by a fully dimensioned accurate and legible site plan, drawn to scale.

Reason for Street/Alley/Easement Vacation and Proposed Use Installation of a non permanent Carport

A vacation shall be granted only in the event that all of the following conditions exist:

- a. There is no present or future public need for the street, alley, or easement.
- b. The vacation is in the best public interest.
- c. There would be no impacts to adjacent properties.
- d. Consent of adjacent property owners when appropriate.

Explain how proposed vacation complies with these four conditions:

There is no public use or need on this portion of the property. There
is no gas, electricity, water, cable or any other public utilities
present along the East property line of this residence. If granted,
this vacation alligns with current code construction not requiring
claims of access alley PUE's on all sides of construction sites. There
is no impact on adjacent property as the carport ends 3 ft. from the
site plan property line.

(Attach addendum, if additional space is needed).

INSTRUCTIONS FOR COMPLETING VACATION APPLICATIONS

Item 7b.

1. All applications must be either typed or printed (black ink). Please make the words easily readable. Neatness is important.
2. The application must be submitted with the correct fee.
3. If you mail in the application, please verify with the Development Services Division to ensure that it was received and that all necessary fees and information are with the application form.
4. If you wish to modify or withdraw the application, you must notify the Development Services Division in writing. Additional fees may be charged if the changes require new public notice and/or if additional staff work is necessary.
5. Attach all the information with the application form that you have available that pertains to the activity you propose.
6. Prior to submitting the application, you must make an appointment to discuss your proposal with a member of the Development Services Division. If you wish, Development Services personnel will advise you in completing some portions of the application; however, the entire burden is upon the applicant to provide necessary information to justify approval of the application.
7. Detailed legal descriptions, maps, and other relevant information should be attached to the application form and will be available for public review. All applicable standards and criteria must be addressed prior to acceptance of the application. The content of the attached information should be discussed with the City Engineer prior to submission of the application.
8. Incomplete applications will be returned.

APPLICANT'S NAME & SIGNATURE: _____

MAILING ADDRESS: 11798 Skellenger Way Oregon City OR 97045 503-658-5611
City State Zip Phone No.

ABUTTING PROPERTY OWNER'S NAME & SIGNATURE: _____

MAILING ADDRESS: _____
City State Zip Phone No.

ABUTTING PROPERTY OWNER'S NAME & SIGNATURE: _____

MAILING ADDRESS: _____
City State Zip Phone No.

ABUTTING PROPERTY OWNER'S NAME & SIGNATURE: _____

MAILING ADDRESS: _____
City State Zip Phone No.

If the property owner does not sign this application, then a letter authorizing signature
by an agent must be attached.

FOR OFFICE USE ONLY

DATE SUBMITTED: _____

RECEIVED BY: _____

FEE PAID: _____

RECEIPT NO.: _____

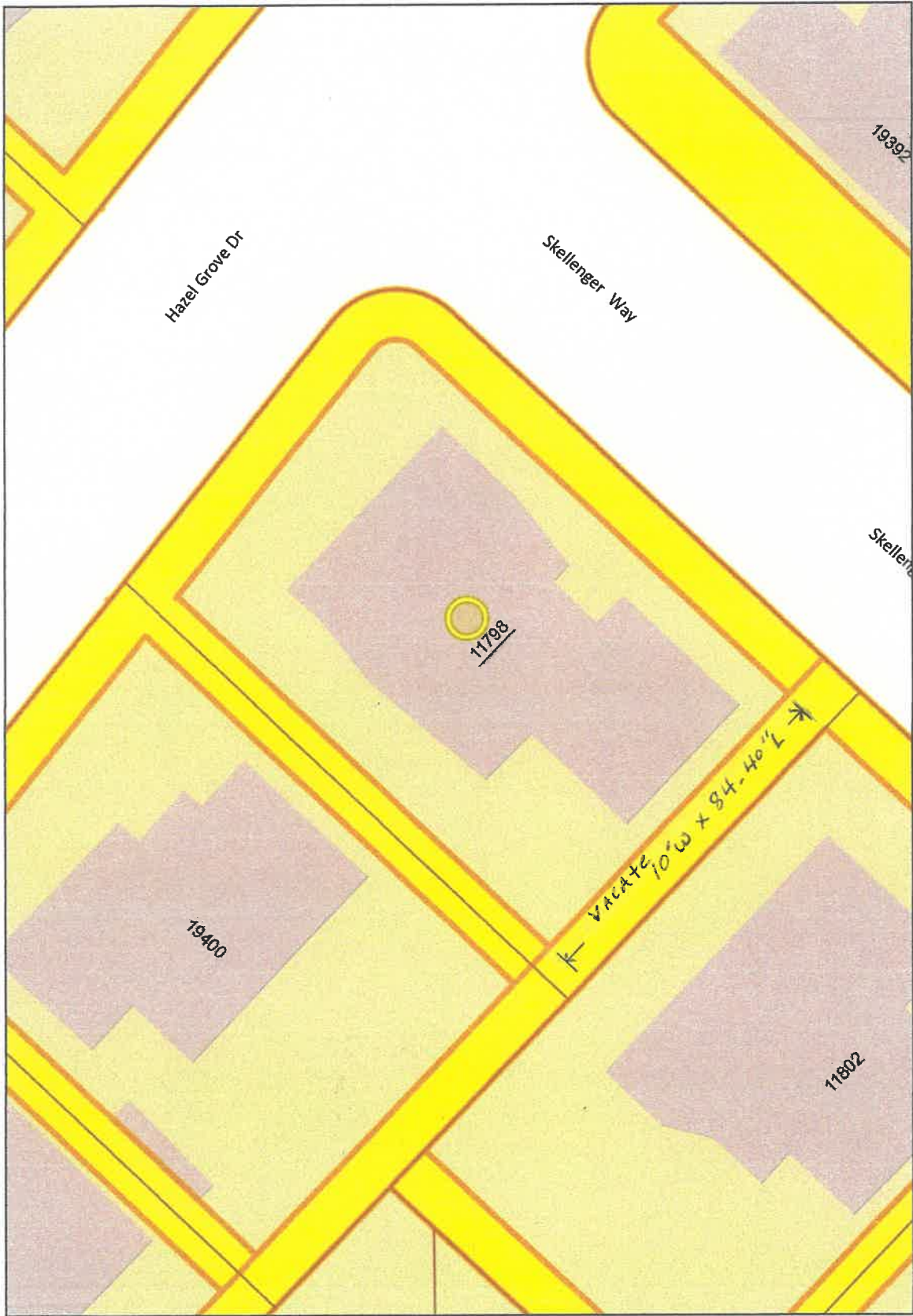
PUBLIC HEARING DATE: _____

ENGINEER ASSIGNED: _____

DATE ACCEPTED AS COMPLETE: _____

Oregon City GIS Map

Item 7b.

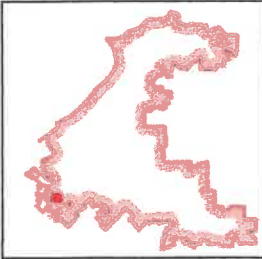


Legend

- Street Names
- Taxlots
- Taxlots Outside UGB
- Unimproved ROW
- Easements
- City Limits
- UGB
- Basemap

Notes

Overview Map



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



0 30 Feet
1: 360

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



1" = 40'

PGE — NWN Gas — water —

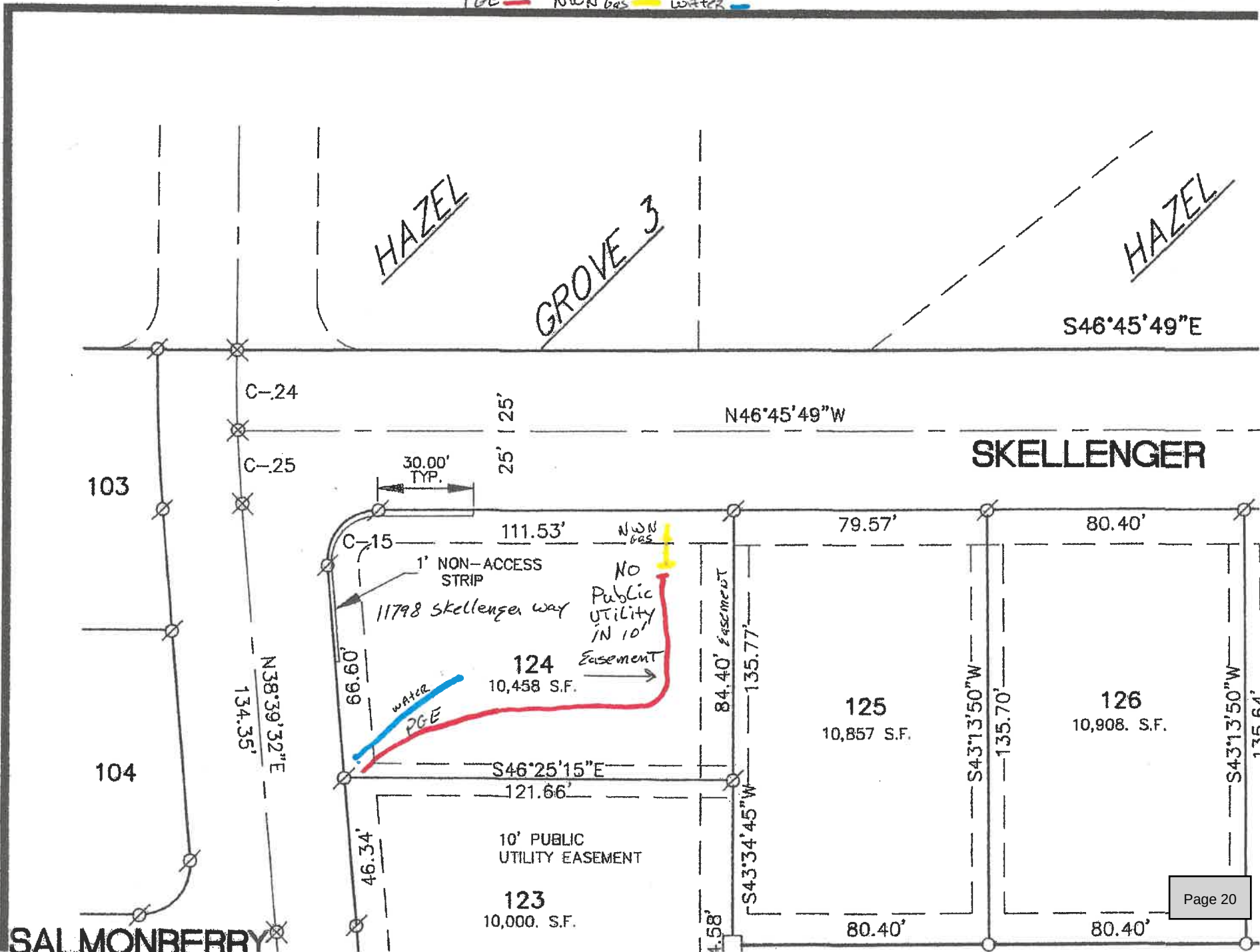


Exhibit B - Utility Approvals (see all pages)

Item 7b.

Ticket: 22057174

or@occinc.com <or@occinc.com>

Wed 3/2/2022 11:23 AM

To: JDGIBBS222@HOTMAIL.COM <JDGIBBS222@HOTMAIL.COM>

OREGON UTILITY NOTIFICATION CENTER

DO NOT REPLY TO THIS EMAIL

This ticket is valid for 45 calendar days following the date of the notice. The expiration date and time is 04/17/22 at 12:00 AM.

Oregon Ticket No:	22057174	PRE-SURVEY	UPDATE
Update Of:	22043753		
Transmit Date:	3/02/22	Time:	10:23 AM
Original Call Date:	3/02/22	Time:	10:15 AM
Work to Begin Date:	3/17/22	Time:	12:00 AM
		Type:	CALL

Caller Information

Company:	HOMEOWNER	Type:	HOMEOWNER
		Type of Excavator:	OCCUPANT (HOMEOWNER)
Contact Name:	JAMES GIBBS	Phone:	(503) 658-5611
Alt. Contact:		Phone:	
Best Time:		Fax:	
Address:	11798 SKELLINGER WAY; OREGON CITY, OR 97045		
Caller Email:	JDGIBBS222@HOTMAIL.COM		

Dig Site Information

Type of Work:	PRE-SURVEY TO DESIGN PLANNING
Directional Drilling:	NO
Type(s) of Excavation Equipment:	UNKNOWN / OTHER
Work Being Done For:	HOMEOWNER

Dig Site Location

County:	CLACKAMAS	State:	OR
Place:	OREGON CITY		
Address / Street:	11798 SKELLENGER WAY		
Nearest Intersection:	S HAZEL GROVE DR		

Location of Work:

EXCAVATION SITE IS ON THE SW SIDE OF THE ROAD. MARK AREA AS MARKED IN WHITE, SE SIDE OF LOT, BETWEEN HOUSE FENCE AND FROM STREET TO BACK LOT LINE, ON PROP AT ABV ADD.

Remarks:

CUST REQUESTS BOTH MAPS AND FIELD MARKINGS; MAPS TO ABV EMAIL ADDRESS : : UPDATE TICKET TO CREATE A PRE-SURVEY

: Work Order Number:

: Permit Number:

: Expected Duration of Project 45 Days:

Page 21

BCT01	BEAVER CREEK TELEPHONE	✓	800- 778- 9140	503- 632- 3113	503- 632- 4114	Clear/No conflict (2022/03/05 08:11 see ticket number 2204-3753 for more information I marked Comcast and CenturyLink main)
CCDOT01	CLACKAMAS CNTY D.O.T.		503- 722- 6301	503- 722- 6301	503- 722- 6301	Does Not Participate
CCOR01	COMCAST CABLE	✓	800- 778- 9140	800- 934- 6489	503- 617- 1212	Marked
COC01	CITY OF OREGON CITY	✓	503- 657- 8241	503- 657- 8241	503- 657- 8241	Clear/No conflict (City of Oregon City Sanitary Sewer & Storm Sewer have been reviewed in the requested area and there are no City owned Sewer/Storm lines in that area.)
CWD01	CLACKAMAS RIVER WATER DIST	✓	503- 722- 9220	503- 722- 9220	503- 722- 9220	Clear/No conflict
NWN01	NW NATURAL	✓	503- 255- 4634	503- 220- 2415	800- 882- 3377	
PGE01	PORTLAND GENERAL ELECTRIC	✓	503- 255- 4634	800- 544- 1793	503- 464- 7777	
QLNOR01	CTLQL- CENTURYLINK	✓	800- 778- 9140	800- 283- 4237	800- 573- 1311	Does Not Participate



19376 Molalla Avenue, Ste. 120, Oregon City, OR 97045
P. 503-650-0188 F. 503-650-0189

Exhibit "A"
Easement Vacation
Legal Description

A Tract of land being portion of Lot 124 per the Plat of "Hazel Grove 4", Plat records of Clackamas County, located in the Southeast one-quarter of Section 12, Township 3 South, Range 1 East of the Willamette Meridian, City of Oregon City, County of Clackamas, State of Oregon, being more particularly described as follows:

BEGINNING at a point that bears N43°34'45"E, 5.00 feet from the most Southerly corner of Lot 124 per the Plat of "Hazel Grove 4", Plat records of Clackamas County; thence N46°25'15"W, 10.00 feet; thence parallel with, Westerly of, and 10.00 feet distant from the Southeasterly line of said lot 124, N43°34'45"E, 74.34 feet to a point being 10.00 feet Southerly of the Northeasterly line of said Lot 124 when measured at right angles; thence Southerly of, parallel with, and 10.00 feet distant from said line, S46°45'49", 10.00 feet to a point on the Southeasterly line of said Lot 124, thence along said line, S43°34'45"W, 74.40 feet to the **POINT OF BEGINNING**.

Contains 694 square feet, more or less.

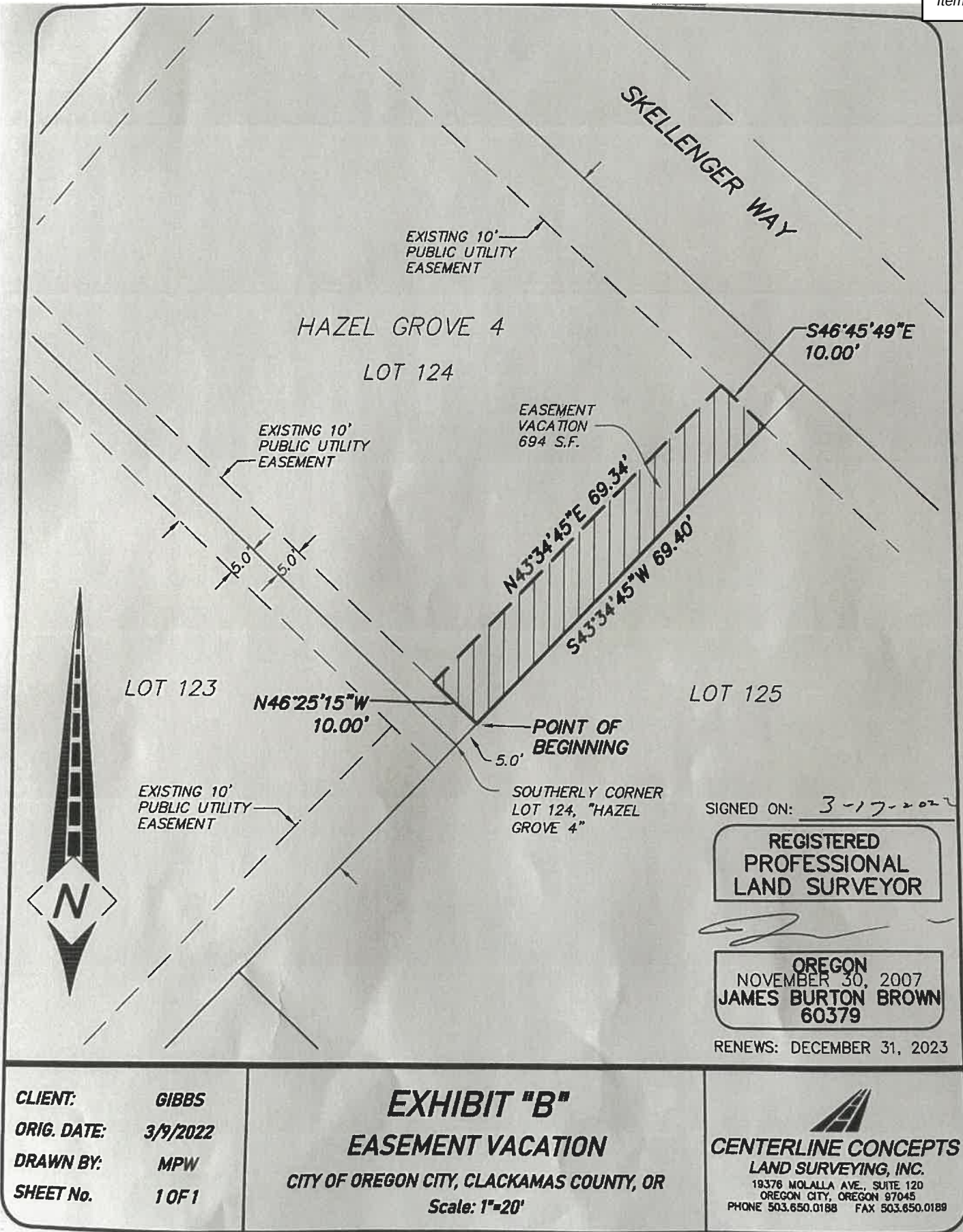
SIGNED ON: 3-17-2022

REGISTERED
PROFESSIONAL
LAND SURVEYOR

[Handwritten signature]

OREGON
NOVEMBER 30, 2007
JAMES BURTON BROWN
60379

THROUGH DECEMBER 31st, 2022



Beaver Creek Telephone Sign-Off



Item 7b.

PO Box 1378
Oregon City, Oregon 97045

p: 503.632.3113
f: 503.632.4159

5/09/2022

James Gibbs
11798 Skellenger Way
Oregon City, OR 97045

VIA E-MAIL jdgibbs222@hotmail.com

SUBJECT: REQUEST TO VACATE AND ABANDON A 10-FOOT WIDE PUBLIC UTILITY EASEMENT LOCATED ALONG THE EAST PROPERTY BOUNDARY OF THE SUBJECT PARCEL AT THE CORNER OF HAZEL GROVE DRIVE AND SKELLENGER WAY, OREGON CITY, CLACKAMAS COUNTY, OREGON

APN: 01814647

To Whom It May Concern:

Beaver Creek Cooperative Telephone Company (BCT) has reviewed the request for the subject vacation/abandonment and has determined that it has no objections with respect to the areas proposed to vacate at the subject property. It is the intent and understanding of BCT that this notice shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

Supporting documentation attached as exhibits.

Regards,

Eric Kehler
RCDD, OSP, RTPM
Director of Plant and Field Operations
p: 503.266.8223



Partnering for the Future
A shared resources model for rural telecoms

RE: Revised Survey for 11798 Skellenger Way

Green, Dan <Dan_Green@comcast.com>

Thu 3/24/2022 2:56 PM

To: James Gibbs <jdgibbs222@hotmail.com>

James,

Comcast releases the 10 ft. easement on the Eastern side between the 2 properties 11798 Skellenger Way and 11802 Skellenger Way and we will not need it for future use.

From: Vaughn, Chad A <Chad_Vaughn@cable.comcast.com>

Sent: Thursday, March 24, 2022 1:48 PM

To: Arnold, Kevin <Kevin_Arnold@comcast.com>; James Gibbs <jdgibbs222@hotmail.com>; Turner, Jason <Jason_Turner@cable.comcast.com>; Green, Dan <Dan_Green@cable.comcast.com>

Subject: RE: Revised Survey for 11798 Skellenger Way

Adding Dan Green.

Dan please contact Mr. Gibbs today.

Chad A. Vaughn | Supervisor, Construction

Comcast OR & SW WA | 7900 NE Killingsworth St | Portland, OR 97218

(971) 801-5813 Mobile

Chad_Vaughn@comcast.com



From: Arnold, Kevin <Kevin_Arnold@comcast.com>

Sent: Thursday, March 24, 2022 1:45 PM

To: James Gibbs <[jdjibbs222@hotmail.com](mailto:jdgibbs222@hotmail.com)>; Turner, Jason <Jason_Turner@cable.comcast.com>; Vaughn, Chad A <Chad_Vaughn@cable.comcast.com>

Subject: RE: Revised Survey for 11798 Skellenger Way

Chad or Jason,

Can you please update James on where you are with this?

Kevin Arnold

From: James Gibbs <[jdjibbs222@hotmail.com](mailto:jdgibbs222@hotmail.com)>

Sent: Thursday, March 24, 2022 4:39 PM

To: Turner, Jason <Jason_Turner@cable.comcast.com>; Arnold, Kevin <Kevin_Arnold@comcast.com>; Vaughn, Chad A <Chad_Vaughn@cable.comcast.com>

Subject: [EXTERNAL] Re: Revised Survey for 11798 Skellenger Way

Kevin,

Have you gotten a reply from these coworkers?

James Gibbs

Aaron Parker

From: Dayna Webb
Sent: Monday, February 28, 2022 2:22 PM
To: Aaron Parker
Subject: RE: Side yard PUE vacation request

Aaron-

I support your recommendation.

Thanks,
Dayna

Dayna Webb, P.E.
City Engineer
Public Works Department
City of Oregon City
PO Box 3040
13895 Fir Street
Oregon City, Oregon 97045
Email: dwebb@orccity.org
503.974.5508 Direct dial
503.657.0891 City hall
503.312.5648 Mobile

From: Aaron Parker <aparker@orccity.org>
Sent: Monday, February 28, 2022 2:13 PM
To: Dayna Webb <dwebb@orccity.org>
Subject: RE: Side yard PUE vacation request

Hi Dayna,

I provide a recommendation to Josh in my inquiries to him or when seeking advisement. On vacation requests I have not been requested to do this, and I believe Josh makes a final call with input from Operations as the easements provide potential utility for Operations use. I am happy to provide a recommendation here.

The City recently interpreted that the ORS process for street vacation – included neighboring land owner sign-off and City adoption via public hearing/ordinance – does not apply to easement vacations (platted or individually-dedicated). I agree with the interpretation in that the intent of PUEs is not for the public and their vacation therefore should not require the public process.

PUEs are designed for the use of franchise utilities but may also be used by Public Works. The easement vacation process includes franchise utilities' sign-off that the easement is not required for use; it also requires Public Work support as unnecessary for use by Operations. City Commission conducts the final review via resolution.

The current standard is for property lines fronting public right-of-way to include PUEs. This side yard PUE does not meet the intent of the current standard.

City of Oregon City Public Works Sign-Off (p. 2 of 2)

Item 7b.

Operations does not need the PUE, it is unnecessary by current standards, and the vacation process will include review for other criteria. I believe Engineering should support the application.

Thank you,



Aaron Parker, PE
Engineering Technician II
aparker@orccity.org
503-496-1560 Direct
503-347-2370 Cell

City of Oregon City
Public Works Engineering
13895 Fir St
Oregon City, Oregon 97045

Website: www.orccity.org | webmaps.orccity.org | Follow us on: [Facebook!](#) | [Twitter](#)

*Think **GREEN** before you print.*

Engineering Development Services Public Counter Hours at 13895 Fir Street are 9:00 AM to 4:00 PM Monday through Thursday. We are available for in-person discussions on Friday by appointment only.

We have moved! Starting November 15, 2021, Engineering Development Services is now located at 13895 Fir Street.

The City of Oregon City continues to offer services and programs in-person and online - find facility hours of operation [here](#).

Website: www.orccity.org

Visit us on [Facebook!](#) and [Twitter](#)

PUBLIC RECORDS LAW DISCLOSURE: This e-mail is subject to the State Retention Schedule and may be made available to the public.

Clackamas River Water Sign-Off

Item 7b.

From: Gary Ferlan gferlan@crwater.com
Subject: Locate Ticket #22043753
Date: Feb 16, 2022 at 11:30:03 AM
To: jdgibbs222@hotmail.com

Clackamas River Water does not have any conflicts with locate.

Sent from my iPad

Fedex Office 1922 - CBFDEA95-2E3B-4987-87D1-860285CC58EC-8483-IF.pdf

Baxter, Stephanie <Stephanie.Baxter@nwnatural.com>

Fri 3/25/2022 2:01 PM

To: jdgibbs222@hotmail.com <jdgibbs222@hotmail.com>

Cc: Baxter, Stephanie <Stephanie.Baxter@nwnatural.com>

📎 1 attachments (73 KB)

2022.03.10 at 16.56.03 Pacific Time - From Fedex Office 1922 - CBFDEA95-2E3B-4987-87D1-860285CC58EC-8483-IF.pdf;

Good afternoon James-

I heard back from our engineer who has taken a look at your proposed easement vacation request and we have utilities installed along Hazelgrove and Skellenger. We have no objection to the 10' easement vacation shown on Exhibit B. Please let me know if you need anything else from us.

Have a great weekend,
Stephanie



Stephanie R. Baxter

Senior Claims Agent

NW Natural

Claims Department

250 SW Taylor St.

Portland, OR 97204-3038

503.721.2470 | nwnatural.com

From: James Gibbs JDGIBBS222@hotmail.com
Subject: Re: [External]Easement vacation of 11798 Skellenger Way
Date: Mar 17, 2022 at 1:27:13 PM
To: Walti, Steven Steven.Walti@nwnatural.com

Thank you for your quick response. That was all we needed. Thank you

Jim

On Mar 17, 2022, at 12:50 PM, Walti, Steven <Steven.Walti@nwnatural.com> wrote:

Mr. Gibbs,

Thank you for the email. Unfortunately faxing may have been a challenge as our offices are still closed for the last 2 years and will open on April 4th. However, that is not an excuse and we're happy to respond.

As your surveyor has provided a clear delineation of those Public Utility Easements that essentially surround your parcel and were part of the initial development of the subdivision your house was built. We do serve your house from the utility easement paralleling Skellenger Way and the service line runs to the meter located on the side of the dwelling adjacent to your RV parking site. This service line is not in an easement and as a gas service customer, an easement isn't required. Also we can confirm that we do not intend to place in the future or do we currently have a natural gas pipeline located in the proposed Public Utility Easement Vacation.

We're happy to visit with you if you need any additional documentation.

Sincerely,

Steve

Steve Walti, Risk & Land Manager

NW Natural | 250 SW Taylor Street | Portland, Oregon 97204-3038

(503-610-7347 | 503-351-1130 | * steven.walti@nwnatural.com

From: James Gibbs <jdgibbs222@hotmail.com>

Sent: Thursday, March 17, 2022 12:23 PM

To: Walti, Steven <Steven.Walti@nwnatural.com>

Subject: [External]Easement vacation of 11798 Skellenger Way

FW: Revised Skellenger Way Survey

Laura Binam <Laura.Binam@pgn.com>

Thu 3/17/2022 4:03 PM

To: James Gibbs <jdgibbs222@hotmail.com>

PGE doesn't have facilities in the PUE that is located on the revised Exhibit B depicted and Revised Exhibit A attachments.

We do not anticipate that we would need the PUE in that area for future use. If we did need the area, the covering that is there currently, is not restrictive enough that we cannot still work with the owner on a new easement and complete what we would need for the future without the PUE. So we will not need the PUE in the future in the area depicted and described on the Revised Exhibits A and B.

Laura Binam Specialist, Property - PGE | 503-464-8265

From: James Gibbs <jdgibbs222@hotmail.com>

Sent: Thursday, March 17, 2022 12:06 PM

To: Laura Binam <Laura.Binam@pgn.com>

Subject: Revised Skellenger Way Survey

Please take care when opening links, attachments or responding to this email as it originated outside of PGE.

Laura,

Attached is the revised Survey excluding the 5 foot area indicated on your map that will remain in a PUE. Please reply to this email that you will release the 10 ft. easement on the Eastern side between the 2 properties and that you will not need it for future use.

Sent from [Outlook \[aka.ms\]](#)



4/26/2022

James Gibbs
11798 Skellenger Way
Oregon City, OR 97045

VIA E-MAIL jdgibbs222@hotmail.com

11798 Skellenger Way
No Reservation/No Objection

SUBJECT: REQUEST TO VACATE AND ABANDON A 10-FOOT WIDE PUBLIC UTILITY EASEMENT LOCATED ALONG THE EAST PROPERTY BOUNDARY OF THE SUBJECT PARCEL AT THE CORNER OF HAZEL GROVE DRIVE AND SKELLENGER WAY, OREGON CITY, CLACKAMAS COUNTY, OREGON

APN: 01814647

To Whom It May Concern:

Qwest Corporation d/b/a CENTURYLINK QC ("CenturyLink") has reviewed the request for the subject vacation/abandonment and has determined that it has no objections with respect to the areas proposed to vacate at the subject property.

It is the intent and understanding of CenturyLink that this notice shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found within the vacated area as described, the Applicant will relocate the facilities at Applicant's expense and within guidelines set by CenturyLink and all regulating entities. All relocations will be done under the supervision of a CenturyLink Inspector.

Sincerely yours,

/s/

Mary Hutton
Network Infrastructure Services
CenturyLink
P841090

Exhibit C - Quitclaim Deed with Legals

Item 7b.

AFTER RECORDING RETURN TO:

City of Oregon City, City Recorder
P.O. Box 3040
Oregon City, Oregon 97045-0304

Planning No.: Vac-22-00001

QUITCLAIM DEED

THE PURPOSE OF THIS CONVEYANCE IS TO RELEASE AND RELINQUISH ALL OF THE RIGHT, TITLE, AND INTEREST OF THE CITY OF OREGON CITY, A MUNICIPAL CORPORATION OF THE STATE OF OREGON (CITY), ALL, OR A PORTION OF, THE EASEMENT RECORDED IN THE PUBLIC RECORDS OF CLACKAMAS COUNTY, OREGON AS DOCUMENT NO. _____.

THE CITY OF OREGON CITY, DOES REMISE, RELEASE AND FOREVER QUITCLAIM UNTO _____

GRANTEE (AS WELL AS ITS SUCCESSORS AND ASSIGNS), ALL THE RIGHTS, TITLE, INTEREST, CLAIM OR DEMAND THAT THE GRANTOR MAY HAVE TO THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF CLACKAMAS IN THE STATE OF OREGON, DESCRIBED ON THE ATTACHED **EXHIBIT A**, AND SHOWN ON THE ATTACHED **EXHIBIT B**.

THE TRUE CONSIDERATION FOR THIS CONVEYANCE IS \$0

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

CITY OF OREGON CITY

John M. Lewis, Public Works Director

Jakob Wiley, City Recorder

Anthony J. Konkol III, City Manager

STATE OF OREGON)

)

County of Clackamas)

This record was acknowledged before me on (date) _____, 20____

by **Anthony J. Konkol** as the **City Manager** of the City of Oregon City.

Stamp notary seal:

WITNESS my hand and official seal.

Signature of Notary Public

My commission expires: _____



CENTERLINE CONCEPTS
LAND SURVEYING, INC.

19376 Molalla Avenue, Ste. 120, Oregon City, OR 97045
P. 503-650-0188 F. 503-650-0189

Exhibit "A"
Easement Vacation
Legal Description

A Tract of land being portion of Lot 124 per the Plat of "Hazel Grove 4", Plat records of Clackamas County, located in the Southeast one-quarter of Section 12, Township 3 South, Range 1 East of the Willamette Meridian, City of Oregon City, County of Clackamas, State of Oregon, being more particularly described as follows:

BEGINNING at a point that bears N43°34'45"E, 5.00 feet from the most Southerly corner of Lot 124 per the Plat of "Hazel Grove 4", Plat records of Clackamas County; thence N46°25'15"W, 10.00 feet; thence parallel with, Westerly of, and 10.00 feet distant from the Southeasterly line of said lot 124, N43°34'45"E, 74.34 feet to a point being 10.00 feet Southerly of the Northeasterly line of said Lot 124 when measured at right angles; thence Southerly of, parallel with, and 10.00 feet distant from said line, S46°45'49", 10.00 feet to a point on the Southeasterly line of said Lot 124, thence along said line, S43°34'45"W, 74.40 feet to the **POINT OF BEGINNING**.

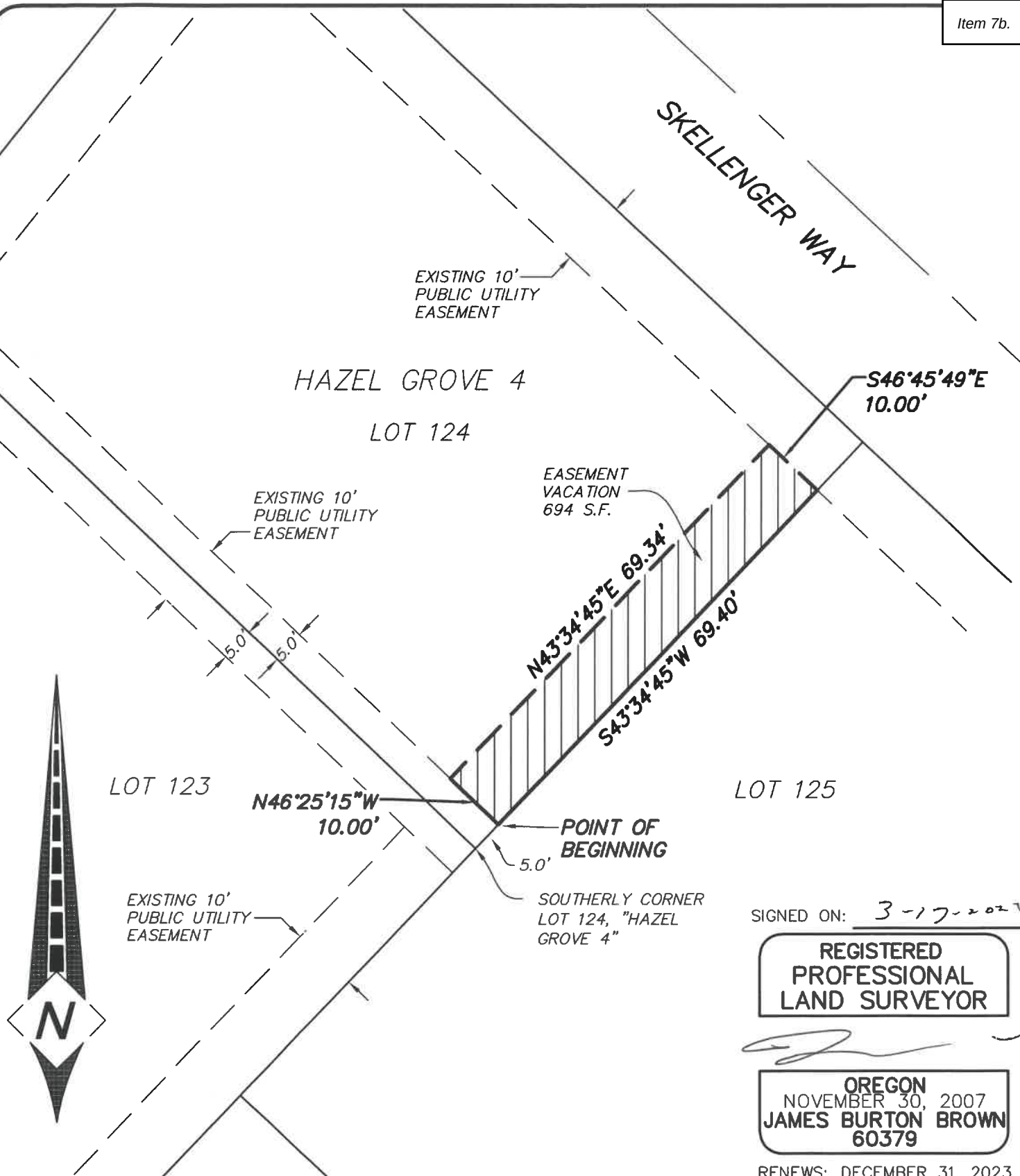
Contains 694 square feet, more or less.

SIGNED ON: 3-17-2022

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
NOVEMBER 30, 2007
JAMES BURTON BROWN
60379

THROUGH DECEMBER 31st, 2022



CLIENT: GIBBS
 ORIG. DATE: 3/9/2022
 DRAWN BY: MPW
 SHEET No. 1 OF 1

EXHIBIT "B"
EASEMENT VACATION
 CITY OF OREGON CITY, CLACKAMAS COUNTY, OR
 Scale: 1"=20'

CENTERLINE CONCEPTS
 LAND SURVEYING, INC.
 19376 MOLALLA AVE., SUITE 120
 OREGON CITY, OREGON 97045
 PHONE 503.650.0188 FAX 503.650.0189



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Recorder Jakob Wiley

Agenda Date: 07/06/2021

SUBJECT:

Resolution 22-28, Certifying the Results of the May 17, 2022 Election

STAFF RECOMMENDATION:

Staff recommends the City Commission approve Resolution No. 22-28, Certifying the Election Results for the May 17, 2022 Primary Election and accept the Canvass of Votes for ballot measures 3-579, 3-580, and 3-583.

EXECUTIVE SUMMARY:

There was a Primary Election held on May 17, 2022. The certified results were received from Clackamas County – Elections Division on Monday, June 13, 2022. The Commission is now asked to certify those results and make them apart of their proceedings through this resolution.

BACKGROUND:

On Tuesday, May 17, 2022, Oregon City voters cast votes for ballot measures 3-579, 3-580, and 3-583. The Oregon City Charter of 1982, Chapter 6, Elections, Section 27, Canvass of Returns, states in part the following:

"...The results of all elections shall be entered into the record of the proceedings of the Commission. The entry shall state the total number of votes cast at the election, the votes cast for each person and for and against each proposition..."

On the July 6, 2022 City Commission agenda is the Canvass of Votes as prepared by the Office of the Clackamas County Clerk - Elections Division and which is on file with the City Recorder. The Canvass shows the following outcome of votes for the ballot measures.

Ballot Measure 3-579, Charter Amendment: Remove Term Limits for Commission Positions	
YES	1347
NO	6979
Ballot Measure 3-580, Charter Amendment: Commission Appoints Planning Commission and Historic Review Board	
YES	5622
NO	2437
Ballot Measure 3-583, Charter Amendment: Eliminates Numbering of Positions on City Commission	
YES	5033
NO	2997

OPTIONS:

1. Approve Resolution No. 22-28.
2. Deny Resolution No. 22-28 and provide staff direction.

RESOLUTION NO. 22-28

A RESOLUTION CERTIFYING THE RESULTS OF THE MAY 17, 2022 PRIMARY ELECTION FOR THE CITY OF OREGON CITY

WHEREAS, Chapter VI, Section 27 of the Oregon City Charter requires election results to be made a matter of record in the proceedings of the City Commission; and

WHEREAS, the election results from the May 17, 2022 Primary Election have been certified by the Office of the Clackamas County Clerk Elections Division.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The certified election results attached incorporated herein as Exhibit A and are made a part of the record of proceedings of the City Commission.

Section 2. This resolution is effective immediately upon adoption by the City Commission.

Approved and adopted at a regular meeting of the City Commission held on the 6th day of July 2022.

DENYSE C. MCGRUFF,
Commission President

Attested to this 6th day of July 2022:

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

Attachment:
Exhibit A – Results of the May 17, 2022 Primary Election

Canvass Results Report

Official

Run Time 3:57 PM

Run Date 06/13/2022

Clackamas County

May 17, 2022 Primary Election

5/17/2022

Page 188

Official

Item 7c.

Registered

115314 of 306188 = 37.66%

Precincts Reporting

86 of 86 = 100.00%

Measure 3-579 City of Oregon City - Nonpartisan Party

Precinct	Yes	No	Cast Votes	Undervotes	Overvotes	Miscellaneous Write-ins	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
600	354	1,548	1,902	127	0	0	2,029	2,029	6,507	31.18%
602	294	1,477	1,771	115	0	0	1,886	1,886	4,814	39.18%
604	20	124	144	13	0	0	157	157	315	49.84%
606	129	790	919	51	0	0	970	970	3,194	30.37%
608	299	1,848	2,147	131	2	0	2,280	2,280	5,787	39.40%
610	97	461	558	45	0	0	603	603	2,036	29.62%
632	154	731	885	63	0	0	948	948	3,545	26.74%
Totals	1,347	6,979	8,326	545	2	0	8,873	8,873	26,198	33.87%



CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK

BY: Sherry Hall

Canvass Results Report

Official

Run Time 3:57 PM

Run Date 06/13/2022

Clackamas County

May 17, 2022 Primary Election

5/17/2022

Page 189

Official

Item 7c.

Registered

115314 of 306188 = 37.66%

Precincts Reporting

86 of 86 = 100.00%

Measure 3-580 City of Oregon City - Nonpartisan Party

Precinct	Yes	No	Cast Votes	Undervotes	Overvotes	Miscellaneous Write-ins	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
600	1,317	503	1,820	208	1	0	2,029	2,029	6,507	31.18%
602	1,194	522	1,716	170	0	0	1,886	1,886	4,814	39.18%
604	103	39	142	15	0	0	157	157	315	49.84%
606	611	276	887	83	0	0	970	970	3,194	30.37%
608	1,447	637	2,084	196	0	0	2,280	2,280	5,787	39.40%
610	358	186	544	59	0	0	603	603	2,036	29.62%
632	592	274	866	82	0	0	948	948	3,545	26.74%
Totals	5,622	2,437	8,059	813	1	0	8,873	8,873	26,198	33.87%



**CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK**

BY: Sherry Hall

Canvass Results Report

Official

Run Time 3:57 PM

Run Date 06/13/2022

Clackamas County

May 17, 2022 Primary Election

5/17/2022

Page 190

Official

Item 7c.

Regi

115314 of 306188 = 37.66%

Precincts Reporting

86 of 86 = 100.00%

Measure 3-583 City of Oregon City - Nonpartisan Party

Precinct	Yes	No	Cast Votes	Undervotes	Overvotes	Miscellaneous Write-ins	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
600	1,160	659	1,819	210	0	0	2,029	2,029	6,507	31.18%
602	1,054	657	1,711	175	0	0	1,886	1,886	4,814	39.18%
604	95	40	135	22	0	0	157	157	315	49.84%
606	574	306	880	90	0	0	970	970	3,194	30.37%
608	1,302	778	2,080	200	0	0	2,280	2,280	5,787	39.40%
610	339	202	541	62	0	0	603	603	2,036	29.62%
632	509	355	864	84	0	0	948	948	3,545	26.74%
Totals	5,033	2,997	8,030	843	0	0	8,873	8,873	26,198	33.87%



CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK

BY: Sherry Hall



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Human Resources Director Patrick Foiles

Agenda Date: 07/06/2022

SUBJECT:

Mid-Biennium Addition of 1.0 FTE in Community Development

STAFF RECOMMENDATION:

Staff recommends the City Commission approve a mid-biennium addition of 1.0 FTE (Full Time Equivalent) to the Community Development budget.

EXECUTIVE SUMMARY:

The Community Development Department has identified a clear and immediate need to add an administrative support position in Community Development. The position will support Planning and Building staff with a variety of administrative duties that are either currently spread out among the different team members or not being completed at all. The set of tasks include invoice processing, clerking board and committee meetings, creating agendas and packets, mailings of land use notices, and front desk customer service.

Adding a position to focus on these administrative tasks will create efficiency, consistency within the department, and additional capacity for the other professional level staff members.

This is a mid-biennium addition and change that the City Manager intends to include in the next budget cycle, and staff is seeking approval today to ensure there is general support for the position before we fill the FTE.

BACKGROUND:

During the biannual budget process, the City Manager proposes a balanced budget including a number of positions, calculated as FTEs (Full Time Equivalent), needed to perform city services.

The Department has requested the addition of an Administrative Assistant, a senior level administrative support position with a salary range of \$49,632 to \$68,328 annually.

The department will utilize identified savings within the current budget year (FY2021-23) to fund the position through June of 2023. The addition will not require a budget adjustment.

HR and Finance have conducted an analysis of the request and support the proposal.

OPTIONS:

1. Approve the mid biennium addition of 1.0 FTE in Community Development.
2. Deny the mid biennium addition of 1.0 FTE in Community Development.

BUDGET IMPACT:

Amount: \$98,000 and current budget can absorb

FY(s): 2021-23

Funding Source(s): Building Fund 220-410 and Building Fund 220-411



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Human Resources Director, Patrick Foiles

Agenda Date: 7/6/2022

SUBJECT:

Management, Supervisory and Confidential Employee Salary Cost of Living Adjustment (COLA) FY 2022-23

STAFF RECOMMENDATION:

Staff recommends the City Commission approve a four and a half percent (4.5%) COLA increase to salary ranges for the City's thirty-four (34) budgeted Management, Supervisory and Confidential positions for fiscal year July 1, 2022 to June 30, 2023.

EXECUTIVE SUMMARY:

Represented employees receive a COLA based increase to salary as a function of their negotiated and Commission approved collective bargaining agreements. Management and non-represented employees require separate Commission notice and approval of salary range adjustments. The recommended COLA adjustment is four and a half percent (4.5%). The total financial impact of a 4.5% COLA for the Management employee group for fiscal year 2021-22 is approximately \$180,000 (\$240,000 with roll-ups) and is supported by the City's approved budget.

BACKGROUND:

Represented employees receive a COLA based increase to salary as a function of their negotiated and Commission approved collective bargaining agreements. Management and non-represented employees require separate Commission notice and approval of salary range adjustments.

The City is currently engaged in collective bargaining with both unions and have not settled on a COLA effective 7/1/2022. Each collective bargaining agreement (CBA) will be brought to the commission for ratification once the parties have tentatively agreed to all articles.

CPI-U West, Size Class B/C (Consumer Price Index for All Urban Consumers), which reflects the buying habits of urban wage earners and clerical workers and is based on

cities with populations of less than 2,500,000 in 13 Western states, increased seven and four tenth percent (7.4%) for the calendar year of December 2020 to December 2021. The rate was released in April 2022. The annual average for the same index in 2021 was 4.9%. The CPI has been used in the past to guide an appropriate adjustment to salaries.

OPTIONS:

1. Approve the four and a half percent (4.5%) COLA increase to salary ranges for Management, Supervisory and Confidential positions for FY 2022-23.
2. Discuss and change the percentage of the COLA increase for Management, Supervisory and Confidential positions for FY 2022-23.
3. Deny the four and a half percent (4.5%) COLA increase to salary ranges for Management, Supervisory and Confidential positions for FY 2022-23.

BUDGET IMPACT:

Amount: Approx. \$240,000

FY(s): 2022-23

Funding Source(s): Multiple funds throughout the budget. The BY 2021-23 adopted budget sufficiently included this action.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager, Tony Konkol

Agenda Date: 07/06/22

SUBJECT:

Metro Community Enhancement Grant Agreements for 2022-23 and Metro Community Enhancement Extension Requests for 2021-22

STAFF RECOMMENDATION:

Approve the Metro Community Enhancement Grant Agreements with each of the seven grant recipients for 2022-23. Approve the Extension Requests received from three of the 2021-22 Metro Community Enhancement Grant recipients.

EXECUTIVE SUMMARY:

The Metro Community Enhancement Grant Agreements provide the terms and conditions for receipt of the grants, including the process for requesting grant funds and providing a final report to the City of Oregon City. Each agreement will be in effect from July 1, 2022 to June 30, 2023.

BACKGROUND:

The City of Oregon City manages the Community Enhancement Grant Program with funds received from Metro for hosting the South Metro Transfer Station, as outlined in an Intergovernmental Agreement between the two parties. On June 21, 2022, Matt Zook, Finance Director, reported that the final amount of awarded grants by the Enhancement Grant Program Committee was well within the program's spending target of \$200,000. The following projects were afforded conditional approval requiring each to document their cash match: Downtown Oregon City Association, Rivers of Life Center and the Willamette Falls Studio. In addition, Hannah Grace Family and the Mary Rose Foundation are required to track/document the number of Oregon City residents served under their respective programs.

On June 21, 2022, the Enhancement Grant Program Committee approved grant awards totaling \$175,267 to the following Metro Community Enhancement applicants:

Organization	Project Name	Amount Requested
Downtown Oregon City Assoc.	Light Up Downtown 2	\$50,000
Friends of Ermatinger House	"The After Party" - Historic Sites and Spirits	\$11,527
Greater Oregon City Watershed Council	Restoring Our Streams: Community-based Habitat Improvements in the Abernathy Creek Basin	\$24,500
Hannah Grace Family	Hannah Grace Family Music Program 2022-23	\$28,000
Mary Rose Foundation	One to One Mentoring Program	\$15,500
Rivers of Life Center	Visitor Ready Improvements at College and Area Museums	\$32,900
Willamette Falls Studio	Community Music Studio - Front Entry with ADA Ramp	\$12,840
TOTAL 2022-23 GRANTED		\$175,267

On June 21, 2022, the Enhancement Grant Program Committee also approved extension requests from three 2021-22 grant recipients: the Downtown Oregon City Association, the Oregon City Youth Sports and Soulflags.

OPTIONS:

1. Approve the 2022-23 Metro Community Enhancement Grant Agreements for the seven applicants as listed in this report.
2. Do not approve the 2022-23 Metro Community Enhancement Grant Agreements for the seven applicants as listed in this report.

BUDGET IMPACT:

Amount: \$175,267

FY: FY 2022-2023

Funding Source(s): Metro Community Enhancement Grant program

ENHANCEMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Oregon City (“the City”) and the Downtown Oregon City Association (“the Sponsor”). The City has designated the project described in the Grant Project Proposal discussed at the June 21, 2022 Enhancement Grant Program Committee Meeting as the “Enhancement Project.” Upon execution of this agreement, the parties agree to the following:

A. The City agrees to:

1. Grant the Sponsor \$ 50,000 to assist in completing the Enhancement Project. Any receipts and invoices submitted for reimbursement shall be dated between July 1, 2022 to June 30, 2023.

B. The Sponsor agrees to:

1. Complete all improvements and activities within the specified time as described in the Grant Project Proposal.

The proposal is to use funds for Light Up Downtown 2. The grant will be utilized for expenses listed in the proposed project budget.

2. The Sponsor’s Supervisor will be Liz Hannum. All mail related to the grant project will be sent electronically to liz@downtownoregoncity.org.
3. The Sponsor Supervisor shall provide all necessary administrative support to manage the project.
4. The Sponsor will provide documentation of matching cash funds at the time of disbursement requests until all of the match listed in the Grant Project Proposal has been expended. In addition, the Sponsor will provide proof of in-kind match.
5. The Sponsor will provide documentation of insurance listing the City as an additional insured and shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Sponsor’s administration of the Grant proposal.
6. Once this signed grant agreement is submitted, grant funds will be released by one of the following methods:
 - a. Upon written request, the City may allow a grant recipient to draw up to 25 percent of the grant amount. Upon submission of receipts supporting the expenditures of an advance, additional 25% advances can be released upon written request, provided that proof of cash match and in-kind match has been provided. A signed W-9 will need to be submitted with the first request.
 - b. A vendor can be paid directly by submitting an invoice along with a W-9 signed by the vendor.
 - c. Expenses paid directly by the Sponsor will be reimbursed by submitting a copy of the paid invoice(s) and proof of payment. A signed W-9 will need to be submitted by the Sponsor.

- d. Allow 30 days for processing any reimbursement request.
7. Provide the City with quarterly written progress reports, by October 28, 2022, January 27, 2023, and April 28, 2023, unless completed earlier. The report should include the status of activities and a list of expenditures indicating how grant funds have been spent to date.
 8. Provide the City with an exit report within 30 days of completion of the project. An electronic copy can be sent upon request. The report should include the following:
 - a. Brief description of the project
 - b. Description of project accomplishments.
 - c. Measures of performance (i.e., number of people served).
 - d. A final budget.
 - e. A narrative of how Enhancement funds were spent.
 - f. Listing of additional sponsors of the project.
 - g. Any before and after photos of the grant project.
 - h. Any promotional material samples, including advertisements, flyers, posters, etc.
 9. Failure to provide a final exit report will make Sponsor ineligible for future grants.
 10. Any unspent grant money shall be remitted back to the City.
- C. If the Sponsor fails to comply with all the provisions in this agreement within the designated timeframe, the Sponsor shall remit back to the City the amount of the grant. The deadline for completing the Grant Project may be extended upon mutual agreement between the parties. Such extension shall be requested in writing by May 17, 2023.
 - D. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed this _____ day of _____, 2022.

City of Oregon City

Sponsor

By _____
James Graham
Economic Development
Manager

By _____
Liz Hannum
Executive Director
Downtown Oregon City Association

By _____
Anthony "Tony" Konkol
City Manager

ENHANCEMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("the City") and **Friends of Ermatinger House** ("the Sponsor"). The City has designated the project described in the proposal discussed at the June 21, 2022 Enhancement Grant Program Committee Meeting as the "Enhancement Project." Upon execution of this agreement, the parties agree to the following:

A. The City agrees to:

1. Grant the Sponsor \$ **11,527** to assist in completing the Enhancement Project. Any receipts and invoices submitted for reimbursement shall be dated between July 1, 2022 to June 30, 2023.

B. The Sponsor agrees to:

1. Complete all improvements and activities within the specified time as described in the Grant Project Proposal.

The proposal is to use funds for **"After Party" – Historic Sites & Spirits of the Ermatinger House**.

The grant will be utilized for expenses listed in the proposed project budget.

2. The Sponsor Supervisor will be **Rae Gordon**. All mail related to the grant project will be sent electronically to **rae@raegordon.com**.
3. The Sponsor Supervisor shall provide all necessary administrative support to manage the project.
4. Sponsor will provide documentation of insurance listing the City as an additional insured and shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Sponsor's administration of the Grant proposal.
5. Once this signed grant agreement is submitted, grant funds will be released by one of the following methods:
 - a. Upon written request, the City may allow a grant recipient to draw up to 25 percent of the grant amount. Upon submission of receipts supporting the expenditures of an advance, additional 25% advances can be released upon written request. A signed W-9 will need to be submitted with the request.
 - b. A vendor can be paid directly by submitting an invoice along with a W-9 signed by the vendor.
 - c. Expenses paid directly by the Sponsor will be reimbursed by submitting a copy of the paid invoice(s) and proof of payment. A signed W-9 will need to be submitted by the Sponsor if the organization has received payments from the City before.
 - d. Allow 30 days for processing any reimbursement request.

6. Provide the City with quarterly written progress reports, by October 28, 2022, January 27, 2023, and April 28, 2023, unless completed earlier. The report should include the status of activities and a list of expenditures indicating how grant funds have been spent to date.
 7. Provide the City with an exit report within 30 days of completion of the project. An electronic copy can be sent upon request. The report should include the following:
 - a. Brief description of the project
 - b. Description of project accomplishments.
 - c. Measures of performance (i.e., number of people served).
 - d. A final budget.
 - e. A narrative of how Enhancement funds were spent.
 - f. Listing of additional sponsors of the project.
 - g. Any before and after photos of the grant project.
 - h. Any promotional material samples, including advertisements, flyers, posters, etc.
 8. Failure to provide a final exit report will make Sponsor ineligible for future grants.
 9. Any unspent grant money shall be remitted back to the City.
- C. If the Sponsor fails to comply with all the provisions in this agreement within the designated timeframe, the Sponsor shall remit back to the City the amount of the grant. The deadline for completing the Grant Project may be extended upon mutual agreement between the parties. Such extension shall be requested in writing by May 17, 2023.
- D. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed this _____ day of _____, 2022.

City of Oregon City

Sponsor

By _____
James Graham
Economic Development
Manager

By _____
Rae Gordon
Friends of Ermatinger House

By _____
Anthony "Tony" Konkol
City Manager

ENHANCEMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("the City") and **Greater Oregon City Watershed Council** ("the Sponsor"). The City has designated the project described in the proposal discussed at the June 21, 2022 Enhancement Grant Program Committee Meeting as the "Enhancement Project." Upon execution of this agreement, the parties agree to the following:

A. The City agrees to:

1. Grant the Sponsor \$ **24,500** to assist in completing the Enhancement Project. Any receipts and invoices submitted for reimbursement shall be dated between July 1, 2022 to June 30, 2023.

B. The Sponsor agrees to:

1. Complete all improvements and activities within the specified time as described in the Grant Project Proposal.

The proposal is to use funds for **Restoring Our Streams: Community-based Habitat Improvements in the Abernathy Creek Basin**.

The grant will be utilized for expenses listed in the proposed project budget.

2. The Sponsor Supervisor will be **Tom Gaskill**. All mail related to the grant project will be sent electronically to **tom.gaskill@gocwc.org**.
3. The Sponsor Supervisor shall provide all necessary administrative support to manage the project.
4. The Sponsor will provide documentation of insurance listing the City as an additional insured and shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Sponsor's administration of the Grant proposal.
5. Once this signed grant agreement is submitted, grant funds will be released by one of the following methods:
 - a. Upon written request, the City may allow a grant recipient to draw up to 25 percent of the grant amount. Upon submission of receipts supporting the expenditures of an advance, additional 25% advances can be released upon written request. A signed W-9 will need to be submitted with the request.
 - b. A vendor can be paid directly by submitting an invoice along with a W-9 signed by the vendor.
 - c. Expenses paid directly by the Sponsor will be reimbursed by submitting a copy of the paid invoice(s) and proof of payment. A signed W-9 will need to be submitted by the Sponsor if the organization has received payments from the City before.
 - d. Allow 30 days for processing any reimbursement request.

6. Provide the City with quarterly written progress reports, by October 28, 2022, January 27, 2023, and April 28, 2023, unless completed earlier. The report should include the status of activities and a list of expenditures indicating how grant funds have been spent to date.
 7. Provide the City with an exit report within 30 days of completion of the project. An electronic copy can be sent upon request. The report should include the following:
 - a. Brief description of the project
 - b. Description of project accomplishments.
 - c. Measures of performance (i.e., number of people served).
 - d. A final budget.
 - e. A narrative of how Enhancement funds were spent.
 - f. Listing of additional sponsors of the project.
 - g. Any before and after photos of the grant project.
 - h. Any promotional material samples, including advertisements, flyers, posters, etc.
 8. Failure to provide a final exit report will make Sponsor ineligible for future grants.
 9. Any unspent grant money shall be remitted back to the City.
- C. If the Sponsor fails to comply with all the provisions in this agreement within the designated timeframe, the Sponsor shall remit back to the City the amount of the grant. The deadline for completing the Grant Project may be extended upon mutual agreement between the parties. Such extension shall be requested in writing by May 17, 2023.
- D. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed this _____ day of _____, 2022.

City of Oregon City

Sponsor

By _____
James Graham
Economic Development
Manager

By _____
Tom Gaskill
Greater Oregon City Watershed
Council

By _____
Anthony "Tony" Konkol
City Manager

ENHANCEMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("the City") and **Hannah Grace Family** ("the Sponsor"). The City has designated the project described in the proposal discussed at the June 21, 2022 Enhancement Grant Program Committee Meeting as the "Enhancement Project." Upon execution of this agreement, the parties agree to the following:

A. The City agrees to:

1. Grant the Sponsor \$ **28,000** to assist in completing the Enhancement Project. Any receipts and invoices submitted for reimbursement shall be dated between July 1, 2022 to June 30, 2023.

B. The Sponsor agrees to:

1. Complete all improvements and activities within the specified time as described in the Grant Project Proposal.

The proposal is to use funds for **Family Music Program 2022-23**.
The grant will be utilized for expenses listed in the proposed project budget.

2. The Sponsor Supervisor will be **Jason Hood**. All mail related to the grant project will be sent electronically to **hannahgracefamily@yahoo.com**.
3. The Sponsor Supervisor shall provide all necessary administrative support to manage the project.
4. The Sponsor will provide documentation of insurance listing the City as an additional insured and shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Sponsor's administration of the Grant proposal.
5. Once this signed grant agreement is submitted, grant funds will be released by one of the following methods:
 - a. Upon written request, the City may allow a grant recipient to draw up to 25 percent of the grant amount. Upon submission of receipts supporting the expenditures of an advance, additional 25% advances can be released upon written request. A signed W-9 will need to be submitted with the request.
 - b. A vendor can be paid directly by submitting an invoice along with a W-9 signed by the vendor.
 - c. Expenses paid directly by the Sponsor will be reimbursed by submitting a copy of the paid invoice(s) and proof of payment. A signed W-9 will need to be submitted by the Sponsor if the organization has received payments from the City before.
 - d. Allow 30 days for processing any reimbursement request.

6. Provide the City with quarterly written progress reports, by October 28, 2022, January 27, 2023, and April 28, 2023, unless completed earlier. The reports should include the status of activities, total number of participants to date, total number of participants to date that are Oregon City residents, and a list of expenditures indicating how grant funds have been spent to date.
 7. Provide the City with an exit report within 30 days of completion of the project. An electronic copy can be sent upon request. The report should include the following:
 - a. Brief description of the project
 - b. Description of project accomplishments.
 - c. Measures of performance (i.e., number of people served).
 - d. A final budget.
 - e. A narrative of how Enhancement funds were spent.
 - f. Listing of additional sponsors of the project.
 - g. Any before and after photos of the grant project.
 - h. Any promotional material samples, including advertisements, flyers, posters, etc.
 8. Failure to provide a final exit report will make Sponsor ineligible for future grants.
 9. Any unspent grant money shall be remitted back to the City.
- C. If the Sponsor fails to comply with all the provisions in this agreement within the designated timeframe, the Sponsor shall remit back to the City the amount of the grant. The deadline for completing the Grant Project may be extended upon mutual agreement between the parties. Such extension shall be requested in writing by May 17, 2023.
- D. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed this _____ day of _____, 2022.

City of Oregon City

Sponsor

By _____
James Graham
Economic Development
Manager

By _____
Jason Hood
Hannah Grace Family

By _____
Anthony "Tony" Konkol
City Manager

ENHANCEMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("the City") and **Mary Rose Foundation** ("the Sponsor"). The City has designated the project described in the proposal discussed at the June 21, 2022 Enhancement Grant Program Committee Meeting as the "Enhancement Project." Upon execution of this agreement, the parties agree to the following:

A. The City agrees to:

1. Grant the Sponsor \$ **15,500** to assist in completing the Enhancement Project. Any receipts and invoices submitted for reimbursement shall be dated between July 1, 2022 to June 30, 2023.

B. The Sponsor agrees to:

1. Complete all improvements and activities within the specified time as described in the Grant Project Proposal.

The proposal is to use funds for **One to One Mentoring Program**.
The grant will be utilized for expenses listed in the proposed project budget.

2. The Sponsor Supervisor will be **Heidi Blackwell**. All mail related to the grant project will be sent electronically to **heidi@maryrosefoundation.org**.
3. The Sponsor Supervisor shall provide all necessary administrative support to manage the project.
4. The Sponsor will provide documentation of insurance listing the City as an additional insured and shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Sponsor's administration of the Grant proposal.
5. Once this signed grant agreement is submitted, grant funds will be released by one of the following methods:
 - a. Upon written request, the City may allow a grant recipient to draw up to 25 percent of the grant amount. Upon submission of receipts supporting the expenditures of an advance, additional 25% advances can be released upon written request. A signed W-9 will need to be submitted with the request.
 - b. A vendor can be paid directly by submitting an invoice along with a W-9 signed by the vendor.
 - c. Expenses paid directly by the Sponsor will be reimbursed by submitting a copy of the paid invoice(s) and proof of payment. A signed W-9 will need to be submitted by the Sponsor if the organization has received payments from the City before.
 - d. Allow 30 days for processing any reimbursement request.

6. Provide the City with quarterly written progress reports, by October 28, 2022, January 27, 2023, and April 28, 2023, unless completed earlier. The reports should include the status of activities, total number of participants to date, total number of participants to date that are Oregon City residents, and a list of expenditures indicating how grant funds have been spent to date.
 7. Provide the City with an exit report within 30 days of completion of the project. An electronic copy can be sent upon request. The report should include the following:
 - a. Brief description of the project
 - b. Description of project accomplishments.
 - c. Measures of performance (i.e., number of people served).
 - d. A final budget.
 - e. A narrative of how Enhancement funds were spent.
 - f. Listing of additional sponsors of the project.
 - g. Any before and after photos of the grant project.
 - h. Any promotional material samples, including advertisements, flyers, posters, etc.
 8. Failure to provide a final exit report will make Sponsor ineligible for future grants.
 9. Any unspent grant money shall be remitted back to the City.
- C. If the Sponsor fails to comply with all the provisions in this agreement within the designated timeframe, the Sponsor shall remit back to the City the amount of the grant. The deadline for completing the Grant Project may be extended upon mutual agreement between the parties. Such extension shall be requested in writing by May 17, 2023.
- D. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed this _____ day of _____, 2022.

City of Oregon City

Sponsor

By _____
James Graham
Economic Development
Manager

By _____
Heidi Blackwell
Mary Rose Foundation

By _____
Anthony "Tony" Konkol
City Manager

ENHANCEMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("the City") and **Rivers of Life Center** ("the Sponsor"). The City has designated the project described in the proposal discussed at the June 21, 2022 Enhancement Grant Program Committee Meeting as the "Enhancement Project." Upon execution of this agreement, the parties agree to the following:

A. The City agrees to:

1. Grant the Sponsor \$ **32,900** to assist in completing the Enhancement Project. Any receipts and invoices submitted for reimbursement shall be dated between July 1, 2022 to June 30, 2023.

B. The Sponsor agrees to:

1. Complete all improvements and activities within the specified time as described in the Grant Project Proposal.

The proposal is to use funds for **Visitor Ready Improvements at College and Area Museums**. The grant will be utilized for expenses listed in the proposed project budget.

2. The Sponsor's Supervisor will be **Jerry Hermann**. All mail related to the grant project will be sent electronically to **riversoflifecener@gmail.com**.
3. The Sponsor's Supervisor shall provide all necessary administrative support to manage the project.
4. The Sponsor will provide documentation of matching cash funds at the time of disbursement requests until all of the match listed in the Grant Project Proposal has been expended. In addition, the Sponsor will provide proof of in-kind match.
5. Sponsor will provide documentation of insurance listing the City as an additional insured and shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Sponsor's administration of the Grant proposal.
6. Once this signed grant agreement is submitted, grant funds will be released by one of the following methods:
 - a. Upon written request, the City may allow a grant recipient to draw up to 25 percent of the grant amount. Upon submission of receipts supporting the expenditures of an advance, additional 25% advances can be released upon written request, provided that proof of cash and in-kind match has been received. A signed W-9 will need to be submitted with the first request.
 - b. A vendor can be paid directly by submitting an invoice along with a W-9 signed by the vendor.
 - c. Expenses paid directly by the Sponsor will be reimbursed by submitting a copy of the paid invoice(s) and proof of payment. A signed W-9 will need

to be submitted by the Sponsor if the organization has received payments from the City before.

- d. Allow 30 days for processing any reimbursement request.
7. Provide the City with quarterly written progress reports, by October 28, 2022, January 27, 2023, and April 28, 2023, unless completed earlier. The report should include the status of activities and a list of expenditures indicating how grant funds have been spent to date.
8. Provide the City with an exit report within 30 days of completion of the project. An electronic copy can be sent upon request. The report should include the following:
 - a. Brief description of the project
 - b. Description of project accomplishments.
 - c. Measures of performance (i.e., number of people served).
 - d. A final budget.
 - e. A narrative of how Enhancement funds were spent, along with cash and in-kind match
 - f. Listing of additional sponsors of the project.
 - g. Any before and after photos of the grant project.
 - h. Any promotional material samples, including advertisements, flyers, posters, etc.
9. Failure to provide a final exit report will make Sponsor ineligible for future grants.
10. Any unspent grant money shall be remitted back to the City.
- C. If the Sponsor fails to comply with all the provisions in this agreement within the designated timeframe, the Sponsor shall remit back to the City the amount of the grant. The deadline for completing the Grant Project may be extended upon mutual agreement between the parties. Such extension shall be requested in writing by May 17, 2023.
- D. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed this _____ day of _____, 2022.

City of Oregon City

Sponsor

By _____
James Graham
Economic Development
Manager

By _____
Jerry Hermann
Rivers of Life Center

By _____
Anthony "Tony" Konkol
City Manager

ENHANCEMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("the City") and **Willamette Falls Studios** ("the Sponsor"). The City has designated the project described in the proposal discussed at the June 21, 2022 Enhancement Grant Program Committee Meeting as the "Enhancement Project." Upon execution of this agreement, the parties agree to the following:

A. The City agrees to:

1. Grant the Sponsor \$ **12,840** to assist in completing the Enhancement Project. Any receipts and invoices submitted for reimbursement shall be dated between July 1, 2022 to June 30, 2023.

B. The Sponsor agrees to:

1. Complete all improvements and activities within the specified time as described in the Grant Project Proposal.

The proposal is to use funds for **Community Music Studio – ADA Ramp**.
The grant will be utilized for expenses listed in the proposed project budget.

2. The Sponsor Supervisor will be **Melody Ashford**. All mail related to the grant project will be sent electronically to **melody@wfmcastudios.org**.
3. The Sponsor Supervisor shall provide all necessary administrative support to manage the project.
4. The Sponsor will provide documentation of matching cash funds at the time of disbursement requests (either at the submission of an advance request or reimbursement request) until all of the match listed in the Grant Project Proposal has been documented
5. The Sponsor will provide documentation of insurance listing the City as an additional insured and shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Sponsor's administration of the Grant proposal.
6. Once this signed grant agreement is submitted, grant funds will be released by one of the following methods:
 - a. Upon written request, the City may allow a grant recipient to draw up to 25 percent of the grant amount. Upon submission of receipts supporting the expenditures of an advance, additional 25% advances can be released upon written request, provided that proof of cash match and in-kind match has been provided. A signed W-9 will need to be submitted with the first request.
 - b. A vendor can be paid directly by submitting an invoice along with a W-9 signed by the vendor.

- c. Expenses paid directly by the Sponsor will be reimbursed by submitting a copy of the paid invoice(s) and proof of payment. A signed W-9 will need to be submitted by the Sponsor if the organization has received payments from the City before.
 - d. Allow 30 days for processing any reimbursement request.
- 7. Provide the City with quarterly written progress reports, by October 28, 2022, January 27, 2023, and April 28, 2023, unless completed earlier. The report should include the status of activities and a list of expenditures indicating how grant funds have been spent to date.
- 8. Provide the City with an exit report within 30 days of completion of the project. An electronic copy can be sent upon request. The report should include the following:
 - a. Brief description of the project
 - b. Description of project accomplishments.
 - c. Measures of performance (i.e., number of people served).
 - d. A final budget.
 - e. A narrative of how Enhancement funds were spent.
 - f. Listing of additional sponsors of the project.
 - g. Any before and after photos of the grant project.
 - h. Any promotional material samples, including advertisements, flyers, posters, etc.
- 9. Failure to provide a final exit report will make Sponsor ineligible for future grants.
- 10. Any unspent grant money shall be remitted back to the City.
- C. If the Sponsor fails to comply with all the provisions in this agreement within the designated timeframe, the Sponsor shall remit back to the City the amount of the grant. The deadline for completing the Grant Project may be extended upon mutual agreement between the parties. Such extension shall be requested in writing by May 17, 2023.
- D. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed this _____ day of _____, 2022.

City of Oregon City

Sponsor

By _____
James Graham
Economic Development
Manager

By _____
Melody Ashford
Willamette Falls Studio

By _____
Anthony "Tony" Konkol
City Manager



CITY OF OREGON CITY

Staff Report

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

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

Agenda Date: 07/06/2022

SUBJECT:

Public Improvement Contract with McDonald Excavating, Inc. for the Trillium Park Drive Roadway Abandonment Project (CI 21-003)

STAFF RECOMMENDATION:

Award the bid and authorize the City Manager to execute the Public Improvement Contract with McDonald Excavating, Inc. in the amount of \$565,781.00 for construction of the Trillium Park Drive Roadway Abandonment Project (CI 21-003).

EXECUTIVE SUMMARY:

In 2018, the City contracted with RH2 Engineering to develop an alternatives analysis for the section of Trillium Park Drive located in a slide zone. The report developed proposed a two-phase approach. Phase 1 included the relocation of the existing sanitary sewer piping out of the slide zone using a horizontal drilling method. Phase 1 was completed in July 2021. Phase 2 includes the roadway section in the slide zone. After determining that reconstruction of the roadway was too costly, it was decided that the roadway would be abandoned to vehicular traffic.

BACKGROUND:

In December 2020, the City amended the contract with RH2 to design the Trillium Park Drive Reconstruction Project (CI 21-003). Once it was determined that the reconstruction of the roadway was too costly, it was decided that the roadway section in the slide zone would be permanently abandoned to vehicular traffic. The abandonment project will remove the existing asphalt and concrete sidewalks, construct a new pedestrian pathway, realign and replace the existing storm water system, regrade the roadway section, add lighting for pedestrian safety, install removable bollards for emergency vehicle access, and relandscape the site.

On May 18 and 23, 2022, the project was advertised in the *Daily Journal of Commerce* and the City bid site in accordance with City and State contracting procedures. The bid opening was held on June 9, 2022, and five (5) bids were received. Staff and RH2

Engineering reviewed the bids and determined that McDonald Excavating, Inc. was the low responsive bidder. The contract award value is five hundred sixty-five thousand, seven hundred eighty-one dollars and no cents (\$565,781.00).

The list below includes the bidders and bid amounts received for this project:

McDonald Excavating, Inc.	\$565,781.00
Kodiak Pacific Construction	\$600,006.00
Elk Mountain	\$621,940.00
Bill Erickson Heavy Construction, Inc.	\$628,000.00
Kerr Contractors	\$786,226.00
Engineer's Estimate	\$511,300.00

Construction will occur in the Summer of 2022, and work is anticipated to be completed by October 2022.

OPTIONS:

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

BUDGET IMPACT:

Amount: \$565,781.00

FY(s): 2022/23

Funding Source(s): Street Fund and Stormwater Fund

SECTION III A

CONTRACT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 20____, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and **MCDONALD EXCAVATING, INC.** (“CONTRACTOR”).

Witnesseth, that the CONTRACTOR and the CITY, for the considerations stated herein, agree as follows:

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **Trillium Park Drive, Phase 2 - Roadway Abandonment (CI 21-003)** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Proposal and Bid Schedule Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations Certification of Non-Discrimination Certification of Compliance with Tax Law Bidder Responsibility Form Bid Bond First Tier Subcontractor Disclosure Form Customer Service Acknowledgment Form Contract Agreement Oregon City Public Improvement Standard Conditions	Statutory Conditions to Contract Agreement Performance Bond Payment Bond State of Oregon Statutory Public Works Bond General Conditions Prevailing Wage Rates for Public Works Contracts in Oregon, dated January 1, 2022 Prevailing Wage Apprenticeship Rates dated January 1, 2022 Prevailing Wage Amendments dated April 1, 2022 Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2018 Special Provisions Contract Drawings City of Oregon City Standard Details Technical Specifications 2018 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents Addenda: None All items included within these Contract Documents.
--	--

The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The project shall be complete within ninety (90) **calendar days** from the Beginning of Contract Time as identified in 00180.50(c) of the Special Provisions. Further, the Contractor acknowledges that elements of the work are time sensitive and agrees that all land disturbing and landscaping activities will be completed prior to the required dates as identified in 00180.50(g).

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **Five Hundred Sixty Five Thousand Seven Hundred Eighty One Dollars (\$565,781.00)**.

ARTICLE IV - Warranty and Quality of Work

In addition to all other warranties, express or implied, that are part of this Agreement, the Contractor expressly warrants to the City for a period of one year from acceptance of the work by the City that all materials and equipment furnished under this contract will be new, unless otherwise specified, and that the work will be of good quality, free from faults and defects and in conformance with the City's specifications. Work that does not conform to these standards shall be considered defective.

Contractor shall, at its own expense, make good and repair any and all defects arising from faulty workmanship or materials, if the defective work is discovered within the one-year warranty period and notice thereof is given to the Contractor within 60 days after the expiration of the warranty period. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used to repair the defect.

In witness whereof, the parties hereto have executed this agreement, the day and year first above written.

CITY OF OREGON CITY***MCDONALD EXCAVATING, INC.***_____
Printed Nameby: _____
Anthony J. Konkol III
City Managerby: _____
Authorized signature_____
Titleby: _____
John M. Lewis, P.E.
Public Works Director_____
Federal Taxpayer ID Number

Approved as to Legal Sufficiency:

Address:

by: _____
City Attorney_____

City Commission Award Date:


**RH2 ENGINEERING
Portland**

5335 Meadows Road, Suite 420
Lake Oswego, OR 97035
1.800.720.8052 / rh2.com

June 10, 2022

Mr. John Burrell
Project Manager
City of Oregon City
625 Center Street
Oregon City, OR, 97045

Sent via: Email

**Subject: Trillium Park Drive, Phase 2 Roadway Abandonment
(CI 21-003)
Recommendation for Award**

Dear Mr. Burrell:

The bids for the Trillium Park Drive, Phase 2 Roadway Abandonment project were opened as advertised on Thursday, June 9, 2022, at 2:00 PM, at Oregon City's Public Works Department. Of the five (5) bids received, McDonald Excavating Inc. (McDonald) submitted the low bid at \$565,781, following by Kodiak Pacific Construction at \$600,006. A summary of the bid totals is provided below:

1. McDonald Excavating Inc.	\$565,781
2. Kodiak Pacific Construction	\$600,006
3. Elk Mountain Construction	\$621,940
4. Bill Erickson Heavy Construction Inc.	\$628,000
5. Kerr Contractors Oregon LLC	\$786,226

A detailed bid tabulation is attached for your reference. A review of the bids shows that McDonald's low bid was approximately 10 percent higher than the engineer's estimate of \$511,300. The second lowest bid, from Kodiak Pacific Construction was approximately 17 percent higher than the engineer's estimate. The average of the bids received was approximately \$640,390.

Based on a review of the bid submissions received RH2 recommends that the City award the contract to McDonald Excavating Inc.

**WASHINGTON
LOCATIONS**

Bellingham
Bothell (Corporate)
East Wenatchee
Issaquah
Richland
Tacoma

**OREGON
LOCATIONS**

Medford
Portland



If you have any questions or would like to discuss anything further regarding this recommendation or the bid results, please contact me at (503) 446-5949 or dnichols@rh2.com. Thank you for the opportunity to assist you with this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Nichols'.

David Nichols, P.E.

Project Manager

DCN/jrb

Enclosures or Attachments:

Trillium Park Drive, Phase 2 Roadway Abandonment Bid Tabulation

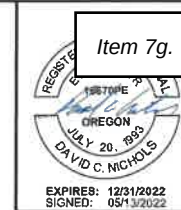
City of Oregon City
Trillium Park Drive Phase 2 Roadway Abandonment
Bid Tabulation
Date: 6/9/22 2:00 PM

Apparent Low	Other Bidders
--------------	---------------

Item	Description	Units	Quantity	Engineers Estimate		McDonald Excavating Inc.		Kodiak Pacific Construction		Elk Mountain Construction		Bill Erickson Heavy Construction, Inc.		Kerr Contractors Oregon, LLC	
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	Mobilization	LS	1	\$ 46,500.00	\$ 46,500.00	\$ 55,000.00	\$ 55,000.00	\$ 51,243.90	\$ 51,243.90	\$ 67,200.00	\$ 67,200.00	\$ 60,000.00	\$ 60,000.00	\$ 78,620.00	\$ 78,620.00
2	Work Zone Traffic Control, Complete	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,908.00	\$ 5,908.00	\$ 11,000.00	\$ 11,000.00	\$ 6,167.00	\$ 6,167.00	\$ 11,555.00	\$ 11,555.00
3	Erosion and Sediment Control	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 6,000.00	\$ 6,000.00	\$ 10,847.00	\$ 10,847.00	\$ 8,600.00	\$ 8,600.00	\$ 8,000.00	\$ 8,000.00	\$ 40,925.00	\$ 40,925.00
4	Construction Survey Work	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$ 13,000.00	\$ 13,000.00	\$ 12,000.00	\$ 12,000.00	\$ 11,000.00	\$ 11,000.00	\$ 13,000.00	\$ 13,000.00
5	Removal of Structures & Obstructions	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 52,000.00	\$ 52,000.00	\$ 62,438.00	\$ 62,438.00	\$ 92,700.00	\$ 92,700.00	\$ 57,000.00	\$ 57,000.00	\$ 150,154.00	\$ 150,154.00
6	Clearing and Grubbing	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00	\$ 19,860.00	\$ 19,860.00	\$ 13,200.00	\$ 13,200.00	\$ 15,000.00	\$ 15,000.00	\$ 39,830.00	\$ 39,830.00
7	General Excavation	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 41,000.00	\$ 41,000.00	\$ 21,445.00	\$ 21,445.00	\$ 13,000.00	\$ 13,000.00	\$ 115,000.00	\$ 115,000.00	\$ 70,530.00	\$ 70,530.00
8	8-inch PVC Storm Pipe	LF	81	\$ 80.00	\$ 6,500.00	\$ 186.00	\$ 15,066.00	\$ 161.50	\$ 13,081.50	\$ 200.00	\$ 16,200.00	\$ 85.00	\$ 6,885.00	\$ 185.40	\$ 15,017.40
9	12-inch PVC Storm Pipe	LF	144	\$ 120.00	\$ 17,300.00	\$ 245.00	\$ 35,280.00	\$ 189.00	\$ 27,216.00	\$ 240.00	\$ 34,560.00	\$ 115.00	\$ 16,560.00	\$ 197.25	\$ 28,404.00
10	16-inch HDPE Storm Pipe	LF	123	\$ 200.00	\$ 24,600.00	\$ 432.00	\$ 53,136.00	\$ 662.50	\$ 81,487.50	\$ 490.00	\$ 60,270.00	\$ 600.00	\$ 73,800.00	\$ 439.00	\$ 53,997.00
11	Diffuser Tee Assembly	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 11,042.00	\$ 11,042.00	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,584.00	\$ 7,584.00
12	Concrete Manholes, 48-inch Diameter	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 13,007.00	\$ 13,007.00	\$ 4,500.00	\$ 4,500.00	\$ 6,000.00	\$ 6,000.00	\$ 6,025.00	\$ 6,025.00
13	Catch Basins, Type G-2	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 3,800.00	\$ 7,600.00	\$ 4,000.00	\$ 8,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00	\$ 2,041.30	\$ 4,082.60
14	Catch Basins, Type Comb. Curb Inlet/Grate	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 3,000.00	\$ 6,000.00	\$ 5,083.00	\$ 10,166.00	\$ 2,000.00	\$ 4,000.00	\$ 5,000.00	\$ 10,000.00	\$ 3,200.00	\$ 6,400.00
15	Area Drain Basins	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 2,100.00	\$ 4,200.00	\$ 4,112.00	\$ 8,224.00	\$ 2,000.00	\$ 4,000.00	\$ 2,850.00	\$ 5,700.00	\$ 3,250.00	\$ 6,500.00
16	Connection to Existing Structures	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,796.00	\$ 3,796.00	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,220.05	\$ 2,220.05
17	Minor Adjustment of Manholes	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 950.00	\$ 1,900.00	\$ 1,680.50	\$ 3,361.00	\$ 1,000.00	\$ 2,000.00	\$ 1,200.00	\$ 2,400.00	\$ 716.20	\$ 1,432.40
18	Minor Adjustment of Boxes	EA	5	\$ 500.00	\$ 2,500.00	\$ 200.00	\$ 1,000.00	\$ 634.90	\$ 3,174.50	\$ 200.00	\$ 1,000.00	\$ 600.00	\$ 3,000.00	\$ 541.00	\$ 2,705.00
19	Monitoring Well Restoration	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 3,000.00	\$ 6,000.00	\$ 841.50	\$ 1,683.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,750.00	\$ 5,500.00
20	1-1/2" -0 Aggregate Base	TON	300	\$ 50.00	\$ 15,000.00	\$ 54.00	\$ 16,200.00	\$ 85.44	\$ 25,632.00	\$ 106.00	\$ 31,800.00	\$ 80.00	\$ 24,000.00	\$ 89.70	\$ 26,910.00
21	3/4" -0 Aggregate Base	TON	65	\$ 50.00	\$ 3,300.00	\$ 67.00	\$ 4,355.00	\$ 118.00	\$ 7,670.00	\$ 180.00	\$ 11,700.00	\$ 80.00	\$ 5,200.00	\$ 105.50	\$ 6,857.50
22	1/4" -0 Aggregate Base	TON	40	\$ 50.00	\$ 2,000.00	\$ 96.00	\$ 3,840.00	\$ 157.20	\$ 6,288.00	\$ 220.00	\$ 8,800.00	\$ 80.00	\$ 3,200.00	\$ 85.55	\$ 3,422.00
23	Level 1, 1/2-inch ACP Mixture	TON	110	\$ 200.00	\$ 22,000.00	\$ 270.00	\$ 29,700.00	\$ 196.50	\$ 21,615.00	\$ 300.00	\$ 33,000.00	\$ 235.00	\$ 25,850.00	\$ 218.50	\$ 24,035.00
24	Monolithic Curb and Gutter	LF	217	\$ 50.00	\$ 10,900.00	\$ 64.00	\$ 13,888.00	\$ 53.50	\$ 11,609.50	\$ 50.00	\$ 10,850.00	\$ 45.00	\$ 9,765.00	\$ 34.75	\$ 7,540.75
25	Standard Curb	LF	143	\$ 50.00	\$ 7,200.00	\$ 43.00	\$ 6,149.00	\$ 47.80	\$ 6,835.40	\$ 40.00	\$ 5,720.00	\$ 29.00	\$ 4,147.00	\$ 21.00	\$ 3,003.00
26	Mountable Curb and Gutter	LF	30	\$ 50.00	\$ 1,500.00	\$ 122.00	\$ 3,660.00	\$ 132.73	\$ 3,981.90	\$ 50.00	\$ 1,500.00	\$ 100.00	\$ 3,000.00	\$ 76.85	\$ 2,305.50
27	Valley Gutter	LF	68	\$ 60.00	\$ 4,100.00	\$ 129.00	\$ 8,772.00	\$ 156.90	\$ 10,669.20	\$ 100.00	\$ 6,800.00	\$ 112.00	\$ 7,616.00	\$ 86.10	\$ 5,854.80
28	Concrete Sidewalks	SF	1360	\$ 18.00	\$ 24,500.00	\$ 12.00	\$ 16,320.00	\$ 14.30	\$ 19,448.00	\$ 14.00	\$ 19,040.00	\$ 11.00	\$ 14,960.00	\$ 7.50	\$ 10,200.00
29	Extra for New Sidewalk Ramps	EA	4	\$ 4,000.00	\$ 16,000.00	\$ 2,300.00	\$ 9,200.00	\$ 1,317.00	\$ 5,268.00	\$ 1,000.00	\$ 4,000.00	\$ 2,000.00	\$ 8,000.00	\$ 1,252.00	\$ 5,008.00
30	Truncated Domes on New Surfaces	EA	4	\$ 400.00	\$ 1,600.00	\$ 440.00	\$ 1,760.00	\$ 343.80	\$ 1,375.20	\$ 1,000.00	\$ 4,000.00	\$ 450.00	\$ 1,800.00	\$ 326.00	\$ 1,304.00
31	Removable Bollards	EA	4	\$ 1,600.00	\$ 6,400.00	\$ 1,700.00	\$ 6,800.00	\$ 2,634.00	\$ 10,536.00	\$ 2,000.00	\$ 8,000.00	\$ 1,500.00	\$ 6,000.00	\$ 2,606.00	\$ 10,424.00
32	Signs, Standard Sheeting, Sheet Aluminum	EA	6	\$ 175.00	\$ 1,100.00	\$ 400.00	\$ 2,400.00	\$ 915.90	\$ 5,495.40	\$ 900.00	\$ 5,400.00	\$ 400.00	\$ 2,400.00	\$ 870.00	\$ 5,220.00
33	PGE Lighting Poles	EA	3	\$ 3,500.00	\$ 10,500.00	\$ 13,000.00	\$ 39,000.00	\$ 5,168.00	\$ 15,504.00	\$ 6,000.00	\$ 18,000.00	\$ 5,800.00	\$ 17,400.00	\$ 7,400.00	\$ 22,200.00
34	Topsoil	TON	155	\$ 60.00	\$ 9,300.00	\$ 81.00	\$ 12,555.00	\$ 73.60	\$ 11,408.00	\$ 100.00	\$ 15,500.00	\$ 70.00	\$ 10,850.00	\$ 68.00	\$ 10,540.00
35	Planting Materials	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 22,000.00	\$ 22,000.00	\$ 27,056.00	\$ 27,056.00	\$ 28,800.00	\$ 28,800.00	\$ 25,500.00	\$ 25,500.00	\$ 48,000.00	\$ 48,000.00
36	Hydrant Assemblies	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,634.00	\$ 10,634.00	\$ 11,800.00	\$ 11,800.00	\$ 8,800.00	\$ 8,800.00	\$ 18,920.00	\$ 18,920.00
37	Extra Work As Authorized	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
TOTAL (ITEMS 1 TO 37)					\$ 511,300.00	10.7%	\$ 565,781.00	17.3%	\$ 600,006.00	21.6%	\$ 621,940.00	22.8%	\$ 628,000.00	53.8%	\$ 786,226.00



**SUMMER 2022
VOLUME II OF II**



	FILE NUMBER PROJECT NAME
---	-----------------------------

OREGON
CITY

CL 21-003

DANGER:

JOHN BURRELL

PROJECT NO.	818-007	DATE	May 12, 2002
DESIGNED BY	DCN	DRAWN BY	JRB
SCALE	SHOWN	N.E.C.	KMP

COVER

TRILLIUM PARK DRIVE, PHASE 2 - ROADWAY ABANDONMENT
OREGON CITY, OREGON
CITY FILE NO. CI 21-003

	DWG NO	DATE	REVISIONS	DESCRIPTION

DRAWING NUMBER
COPY
Page 71
SHEET OF

The map displays the region around Oregon City, OR. Major roads shown include Highway 43, Highway 298, and Highway 213. Water bodies like the Willamette River and various creeks (Glynn, Alameda, Tualatin) are depicted. The project location is marked with a red square near the intersection of Highway 298 and Highway 213. An inset map in the bottom left corner shows the state of Oregon with a red dot indicating the location of Oregon City in Clackamas County.

EXISTING LEGEND		PROPOSED LEGEND	
	WATER METER		CATCH BASIN (RECTANGULAR)
	FIRE HYDRANT		STORM MANHOLE
	WATER GATE VALVE		AREA DRAIN
	STORM DRAIN MANHOLE		STORM PIPE
	CATCH BASIN (RECTANGULAR)		WATER LINE
	DITCH INLET		FIRE HYDRANT
	SANITARY SEWER MANHOLE		POWER LINE
	POWER RISER		LIGHT POLE
	LIGHT POLE		LOCKABLE BOLLARD
	COMMUNICATIONS RISER		SIGN POST
	NATURAL GAS METER		PROPOSED ASPHALT
	NATURAL GAS VALVE		PROPOSED SIDEWALK CONCRETE
	SIGN POST		PROPOSED GRAVEL
	ROAD BARRICADE		PROPOSED GRASS SWALE
	MONUMENT		PROPOSED CONTOUR LINE MAJOR
	MONITORING WELL		PROPOSED CONTOUR LINE MINOR
	BUILDING EDGE		
	NATURAL GAS		
	UNDERGROUND POWER		
	PRIMARY POWER LINE		
	EXISTING PHONE		
	EXISTING TV		
	ROADWAY CURB		
	SANITARY SEWER		
	STORM DRAIN LINE		
	PROPERTY LINE		
	RIGHT OF WAY LINE		
	ROAD CENTERLINE		
	FENCE		
	WATER LINE		
	CRACKING		
	ASPHALT PATCH		
	ASPHALT		
	SIDEWALK CONCRETE		
	EXISTING CONTOUR LINE MAJOR		
	EXISTING CONTOUR LINE MINOR		

THIS PROJECT IS THE SECOND PHASE OF A LARGER TWO PHASE PROJECT TO REPAIR DAMAGE TO TRILLIUM PARK DRIVE AND BURIED UTILITIES CAUSED BY A SLOW-MOVING LANDSLIDE EVENT. GENERALLY, THE PHASE 1 IMPROVEMENTS INCLUDED GRAVITY SEWER INSTALLATION USING HORIZONTAL DIRECTIONAL DRILLING TO RELOCATE THE SEWER OUT OF THE SLIDE AREA WITHIN TRILLIUM PARK DRIVE. THE PROPOSED PHASE 2 IMPROVEMENTS GENERALLY INCLUDE ABANDONING THE ROADWAY AND WITH ROADWAY TERMINATIONS AT EACH END. A EMERGENCY VEHICLE/PEDESTRIAN ACCESSWAY WILL BE CONSTRUCTED INCLUDING AN EMERGENCY VEHICLE TURNAROUND AT THE SOUTHERN TERMINUS OF THE ROADWAY.

SHEET NO	SHEET TITLE	DWG NO
1	COVER	C0V
2	GENERAL NOTES	G01
3	EXISTING CONDITIONS PLAN	P01
4	TEMPORARY EROSION AND SEDIMENTATION CONTROL PLAN	P02
5	TEMPORARY EROSION AND SEDIMENTATION CONTROL DETAILS	P03
6	TREE REMOVAL AND PROTECTION PLAN	P04
7	TREE REMOVAL AND PROTECTION TABLE AND NOTES	P05
8	DEMOLITION PLAN	P06
9	SURVEY AND ALIGNMENT CONTROL	P07
10	STORM SYSTEM PLAN AND PROFILE	C01
11	PROPOSED SITE PLAN	C02
12	INTERSECTION AND SIDEWALK GRADING PLAN	C03
13	EMERGENCY TURNAROUND AND SIDEWALK GRADING PLAN	C04
14	ROADWAY SECTIONS	S01
15	ROADWAY SIGNING PLAN	M01
16	TREE PLANTING AND LANDSCAPING PLAN	L01
17	TREE PLANTING AND LANDSCAPING DETAILS AND NOTES	L02
18	DETAILS 1	D01
19	DETAILS 2	D02
20	DETAILS 3	D03
21	DETAILS 4	D04
22	DETAILS 5	D05

CONTACT	AGENCY	PHONE
JOHN BURRELL (PROJECT MANAGER)	OREGON CITY	(503) 496-1556
ERIC HAND (SANITARY AND STORMWATER)	OREGON CITY	(503) 657-8241
KEVIN HANKS (WATER)	OREGON CITY	(503) 657-8241
JASON THORNBERG (STREETS)	OREGON CITY	(503) 657-8241
JONATHAN McDOWELL (SIGNAL OPERATIONS)	CLACKAMAS COUNTY	(503) 970-8989
KYLE PETTIBONE, P.E.	RH2 ENGINEERING	(503) 446-2816
DAVID NICHOLS, P.E.	RH2 ENGINEERING	(503) 446-5949
JUSTIN BARROW, P.E.	RH2 ENGINEERING	(503) 446-2911
RICH GIRARD, P.E.	NW NATURAL GAS	(360) 921-0314
ROSS CICHOSZ	PORTLAND GENERAL ELECTRIC	(503) 669-3331
BRENT CHRISTIANSEN	COMCAST	(503) 347-0854
DAVID DODD	CENTURY LINK	(503) 242-8849
BRIAN DAVIDSON	ZAYO	(360) 558-4215
WINIFRED VOGT	LIGHTSPEED	(503) 936-8107
ERIC KEHLER	BEAVER CREEK TELEPHONE	(503) 266-8223

ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER AT 503-232-1978.

PREPARED BY:



DRAWING NUMBER

Page 71



CITY OF OREGON CITY

Staff Report

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

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

Agenda Date: 07/06/2022

SUBJECT:

Personal Services Agreement with Brown and Caldwell Inc. for the NPDES MS4 and TMDL Support (PS 22-014)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with Brown and Caldwell, Inc. in the amount of \$98,056.00 for providing consulting services related to the City's State NPDES Permit for a one-year term for the NPDES MS4 and TMDL Support (PS 22-014).

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 for the proceeding five years. 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 2022-2023 fiscal year, including work assisting with the City's annual report, due in November of 2022, 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).

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 and permit compliance documentation for the co-permittees.

For this contract award recommendation Brown and Caldwell, Inc. was also selected from the Utility Infrastructure on-call list which was approved 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: \$98,056.00

FY(s): 2022/2023

Funding Source(s): Stormwater Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

NPDES MS4 AND TMDL SUPPORT (PS 22-014)

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, 2023**, 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 **ninety-eight thousand, fifty-six dollars and no cents (\$98,056.00)**.

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
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

BROWN AND CALDWELL

By: _____

Anthony J. Konkol III

Title: City Manager

By: _____

Name: _____

DATED: _____, 20____.

Title: _____

By: _____

John M. Lewis, P.E.

Title: Public Works Director

DATED: _____, 20____.

DATED: _____, 20____.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

City Attorney

P:\PublicWorks\CIP_PS_RFQ_RFP\PS_Open\PS 21-024 NPDES MS4 and TMDL Support\CONTRACT\PS 21-024 Brown and Caldwell.docx

Exhibit A

2022-2023 NPDES MS4 Permit Compliance, TMDL Compliance, and Stormwater Management Support Services

Scope of Work

The City of Oregon City (City) is contracting with Brown and Caldwell (BC) to complete tasks associated with implementation of the City's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit.

The City, along with other Clackamas co-permittees, negotiated their Phase I NPDES MS4 permit with the Oregon Department of Environmental Quality (DEQ). The Permit was issued October 1, 2021. This Scope of Work reflects activities to be completed in the 2022-2023 fiscal year, associated with NPDES MS4 permit and Total Maximum Daily Load (TMDL) compliance.

Phase 1 Support for NPDES MS4 and TMDL Annual Reporting

Objective	To assist the City in preparation of its NPDES MS4 and TMDL annual compliance reports to summarize activities for the 2021/2022 permit year.
Activities	The 2021/2022 reporting year covers the time period between July 1, 2021, through June 30, 2022, and is due to DEQ on December 1, 2022. For the NPDES MS4 annual compliance report, BC previously developed a tabular matrix for use in compiling information to summarize activities conducted during the reporting period. The matrix includes columns for reporting the status of meeting measurable goals and tracking measures as identified in the City's stormwater management plan (SWMP). City staff will complete the tabular matrix documenting City activities and progress toward measurable goals during the reporting period. The City will also update the narrative and TMDL portions of the annual report. Based on information provided by the City, BC will review and comment on the tabular matrix, the narrative report, and any associated data (including monitoring data) for completeness and clarity. BC will also provide support via phone and/or in person to assist the City with this process up to the hours allotted for this phase. Based on annual report requirements in the reissued NPDES MS4 permit, the mercury minimization assessment will need to be included with the annual report. BC will prepare language supporting the inclusion of the mercury minimization assessment into the City's annual report.
Deliverables	A reviewed copy of the NPDES MS4 and TMDL annual report with suggested revisions completed in track changes and comments provided in the document margins.

- Assumptions** Assumptions for Phase 1 include the following:
- BC assumes the draft annual report will be provided to BC by September 30, 2022.
 - BC will provide comments on the draft annual report within 2 weeks of receiving the draft report from the City.
 - Submittal of annual monitoring data in accordance with the prescribed DEQ format is not reflected in this scope of work.
 - With the exception of the mercury minimization assessment, the City will develop the annual report narrative to address requirements of the reissued NPDES MS4 permit.

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 and/or other Phase I jurisdictions to coordinate on permit compliance issues associated.
- Deliverables** 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.
 - As necessary, BC will coordinate scheduling of the meetings among interested Clackamas co-permittees.
 - Meeting venues will be provided by Clackamas co-permittees.
 - This phase will be cost-shared among other Clackamas co-permittees and Phase I jurisdictions, as contracts allow.

Phase 3 Provide Assistance for Addressing New MS4 Permit and TMDL Related Requirements

- Objective** To assist the City and other Clackamas co-permittees, as relevant, in addressing new permit requirements.
- Activities** Up to the hours allotted, activities under Phase 3 may include:
- Provide assistance in the development of standard operating procedures to address new "cause and contribute" language in the permit.
 - Update the City's TMDL Implementation Plan, due to DEQ by September 2022.
 - Support the update of related program documents as needed based on a review and update of the SWMP under Phase 7 of this scope.
 - Update prioritization criteria for Dry Weather Field Screening (due December 2023).
 - Prepare a new annual reporting template in accordance with the newly submitted Stormwater Management Plan (SWMP) for use with the City's FY 2022-23 annual report.
 - Develop Hydromodification and Retrofit Strategy Reports (due December 2023).
- Deliverables** Dependent on requested tasks.

Assumptions Assumptions for Phase 3 include the following:

- BC's effort for this Phase of work 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.
- This phase will be cost-shared among other Clackamas co-permittees, as contracts allow.

Phase 4 Development Review and Design Manual Support

Objective To provide support to City staff in implementation of the City's stormwater design standards and Best Management Practices (BMP) sizing tool.

Activities The BC team will provide assistance support implementation of the City's stormwater design standards and BMP sizing tool. Potential activities include the following:

- Documentation (in terms of gap analyses or matrices, summary memorandum of findings) outlining post-construction or construction policy, regulatory language, and technical design criteria per the reissued Phase I NPDES MS4 permit as compared with the City's design standards. Updated post-construction design standards will be required to address any identified gaps by December 2024.
- Assist the City in responding to questions from developers.
- Assist in providing information at City Council meetings as requested.

Deliverables Deliverables will be based on City requested activities.

Assumptions 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 5 Sizing Tool Updates

Objective Update the sizing tool to address agreed upon changes requested by the City, Clackamas County Water Environment Services (WES), and the City of Wilsonville.

Activities Activities budgeted under Phase 5 include:

- Prepare a list of requested changes to the BMP sizing tool and associated costs.
- Work with the City, WES, and the City of Wilsonville to develop a finalized list of requested changes to the tool.
- 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 Deliverables for Phase 5 include the following:

- Draft and final lists 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 5 include the following:

- Changes to the tool will be cost-shared with WES and the City of Wilsonville, as contracts allow.
- Given that changes are not currently known, 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 6 Monitoring Plan Support

Objective	To continue to assist the City in addressing new Phase I NPDES MS4 permit requirements related to the <i>Coordinated Clackamas County Stormwater Monitoring Plan (CCCSMP)</i> .
Activities	BC will continue with activities in support of the updates to the CCCSMP. Potential tasks include the following: • Facilitate and/or attend coordination meetings with Clackamas co-permittees regarding monitoring activities and coordination including the development of agendas, development of power point presentations, and preparation of meeting notes as requested. • Develop a coordinated mercury monitoring approach for instream and stormwater monitoring requirements. • Facilitate discussion amongst the CCCSMP participants related to monitoring locations and methods. • Develop reporting guidelines and SOPs. • Update the CCCSMP to address new monitoring related requirements in the Phase I NPDES MS4 permit. Updates may include narrative and GIS mapping.
Deliverables	Deliverables for Phase 6 include the following: • Internal review draft and public review draft of the CCCSMP. • Final CCCSMP, for submittal to DEQ by December 1, 2022.
Assumptions	Assumptions for Phase 6 include the following: • The City is responsible for obtaining public review and comments on the CCCSMP. • 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. Efforts are considered a continuation of activities initiated during FY 2021-22. • Updates to the CCCSMP will be equally cost-shared amongst participants. • Coordinated efforts between participants involved in the 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 7 Stormwater Management Plan Updates

Objective	To continue to assist the City in finalizing stormwater management plan (SWMP) updates based on efforts to date.
Activities	Activities budgeted under Phase 7 may include: • Assist in the identification of required SWMP updates based on new Phase I NPDES MS4 permit requirements. • Conduct internal meetings to craft updated Best Management Practices (BMP) descriptions and measurable goals/ tracking measures. • Assist in the development of updates to the SWMP. One of the anticipated updates includes addressing requirements for winter maintenance activities.

Deliverables Deliverables for Phase 7 include the following:

- Gap analysis of existing program gaps based on reissued permit language;
- Draft and final updated SWMP.

Assumptions Assumptions for Phase 7 include the following:

- The District's draft 2017 SWMP will provide the basis for revisions and updates. Efforts are considered a continuation of activities initiated during FY 2021-22.
- Development/ update of standard operating procedures (SOPs), code modifications, and other formal documentation to be referenced by the SWMP are not reflected in this scope.

Phase 8 Project Management

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

Activities Activities budgeted under Phase 8 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.

Oregon City, City of (OR) -- Oregon City MS4 TMDL Support 22-23														
		Reininga, Krista	Eldon, Miranda	Wieland, Angela M	Maxwell, Alissa M	Cervarich, Amory S	Jannusch, Melissa M	Christofferson, Jessica L	Davis, Matthew H	Pare, Wendy M	Wilson, Joanna B			
Phase	Phase Description	PM	PA									Total Labor Hours	Total Labor Effort	Total Effort
		\$258	\$95	\$236	\$201	\$120	\$165	\$201	\$258	\$133	\$120			
001	Annual Reporting Support	8	0	0	0	0	0	16	0	2	0	26	5,546	5,546
002	Meeting Facilitation	20	0	20	0	0	0	0	0	0	0	40	9,880	9,880
003	MS4 and TMDL Support	20	0	20	0	0	60	0	0	8	0	108	20,844	20,844
004	Development Review	16	0	0	16	0	20	0	0	4	0	56	11,176	11,176
005	Sizing Tool Updates	24	0	0	0	0	16	0	40	0	0	80	19,152	19,152
006	Monitoring Plan Support	0	0	16	0	16	0	0	0	8	0	40	6,760	6,760
007	SWMP Updates	8	0	0	24	0	40	0	0	8	0	80	14,552	14,552
008	Project Management	24	14	4	0	0	0	0	0	0	14	56	10,146	10,146
TOTAL		120	14	60	40	16	136	16	40	30	14	486	98,056	98,056

Hours and Dollars are rounded to nearest whole number.

Oregon City, City of (OR) -- Oregon City MS4 TMDL Support 22-23																								
		Reinaga, Krista	Eldon, Miranda	Wieland, Angela M	Maxwell, Alissa M	Cervarich, Amory S	Jannusch, Melissa M	Christofferson, Jessica L	Davis, Matthew H	Pave, Wendy M	Wilson, Joanna B				ODC 1		UP 1		Sub 1					
Phase	Phase Description	PM	PA									Total Labor Hours	Total Labor Effort	APC		Total ODCs		Total Unit Pricing Effort	Hours	Cost	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
001	Annual Reporting Support	\$258.00	\$95.00	\$236.00	\$201.00	\$120.00	\$165.00	\$201.00	\$258.00	\$133.00	\$120.00													
****	Default Task	8	0	0	0	0	0	16	0	2	0	26	5,546	0	0	0	0	0	0	0	0	0	0	5,546
		8	0	0	0	0	0	16	0	2	0	26	5,546	0	0	0	0	0	0	0	0	0	0	5,546
002	Meeting Facilitation	20	0	20	0	0	0	0	0	0	0	40	9,880	0	0	0	0	0	0	0	0	0	0	9,880
****	Default Task	20	0	20	0	0	0	0	0	0	0	40	9,880	0	0	0	0	0	0	0	0	0	0	9,880
003	MS4 and TMDL Support	20	0	20	0	0	60	0	0	8	0	108	20,844	0	0	0	0	0	0	0	0	0	0	20,844
****	Default Task	20	0	20	0	0	60	0	0	8	0	108	20,844	0	0	0	0	0	0	0	0	0	0	20,844
004	Development Review	16	0	0	16	0	20	0	0	4	0	56	11,176	0	0	0	0	0	0	0	0	0	0	11,176
****	Default Task	16	0	0	16	0	20	0	0	4	0	56	11,176	0	0	0	0	0	0	0	0	0	0	11,176
005	Sizing Tool Updates	24	0	0	0	0	16	0	40	0	0	80	19,152	0	0	0	0	0	0	0	0	0	0	19,152
****	Default Task	24	0	0	0	0	16	0	40	0	0	80	19,152	0	0	0	0	0	0	0	0	0	0	19,152
006	Monitoring Plan Support	0	0	16	0	16	0	0	0	8	0	40	6,760	0	0	0	0	0	0	0	0	0	0	6,760
****	Default Task	0	0	16	0	16	0	0	0	8	0	40	6,760	0	0	0	0	0	0	0	0	0	0	6,760
007	SWMP Updates	8	0	0	24	0	40	0	0	8	0	80	14,552	0	0	0	0	0	0	0	0	0	0	14,552
****	Default Task	8	0	0	24	0	40	0	0	8	0	80	14,552	0	0	0	0	0	0	0	0	0	0	14,552
008	Project Management	24	14	4	0	0	0	0	0	0	14	56	10,146	0	0	0	0	0	0	0	0	0	0	10,146
****	Default Task	24	14	4	0	0	0	0	0	0	14	56	10,146	0	0	0	0	0	0	0	0	0	0	10,146
GRAND TOTAL		120	14	60	40	16	136	16	40	30	14	486	98,056	0	0	0	0	0	0	0	0	0	0	98,056
Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.																								

Oregon City, City of (OR) -- Oregon City MS4 TMDL Support 22-23										
Phase	Phase Description	Total Labor Hours	Total Labor Effort	APC	Total ODCs	Total Unit Pricing Effort	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
001	Annual Reporting Support	26	5,546	0	0	0	0	0	0	5,546
002	Meeting Facilitation	40	9,880	0	0	0	0	0	0	9,880
003	MS4 and TMDL Support	108	20,844	0	0	0	0	0	0	20,844
004	Development Review	56	11,176	0	0	0	0	0	0	11,176
005	Sizing Tool Updates	80	19,152	0	0	0	0	0	0	19,152
006	Monitoring Plan Support	40	6,760	0	0	0	0	0	0	6,760
007	SWMP Updates	80	14,552	0	0	0	0	0	0	14,552
008	Project Management	56	10,146	0	0	0	0	0	0	10,146
GRAND TOTAL		486	98,056	0	0	0	0	0	0	98,056

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.

Oregon City, City of (OR) -- Oregon City MS4 TMDL Support 22-23										
Phase	Phase Description	Total Labor Hours	Total Labor Effort	APC	Total ODCs	Total Unit Pricing Effort	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
001	Annual Reporting Support	26	5,546	0	0	0	0	0	0	5,546
****	Default Task	26	5,546	0	0			0	0	5,546
002	Meeting Facilitation	40	9,880	0	0	0	0	0	0	9,880
****	Default Task	40	9,880	0	0			0	0	9,880
003	MS4 and TMDL Support	108	20,844	0	0	0	0	0	0	20,844
****	Default Task	108	20,844	0	0			0	0	20,844
004	Development Review	56	11,176	0	0	0	0	0	0	11,176
****	Default Task	56	11,176	0	0			0	0	11,176
005	Sizing Tool Updates	80	19,152	0	0	0	0	0	0	19,152
****	Default Task	80	19,152	0	0			0	0	19,152
006	Monitoring Plan Support	40	6,760	0	0	0	0	0	0	6,760
****	Default Task	40	6,760	0	0			0	0	6,760
007	SWMP Updates	80	14,552	0	0	0	0	0	0	14,552
****	Default Task	80	14,552	0	0			0	0	14,552
008	Project Management	56	10,146	0	0	0	0	0	0	10,146
****	Default Task	56	10,146	0	0			0	0	10,146
GRAND TOTAL		486	98,056	0	0	0	0	0	0	98,056

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.

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

Item 7h.

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

2. Payment.

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

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

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

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

3. Independent Consultant Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

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

Item 7h.

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

Item 7h.

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**

Item 7h.

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**

Item 7h.

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
From: Public Works Director John M. Lewis, PE

Agenda Date: 07/06/2022

SUBJECT:

Personal Services Agreement with 3J Consulting, Inc. for the Beemer Way Stormwater Outfall Improvements Project (CI 22-007)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with 3J Consulting, Inc. in the amount of \$94,989.25 for design services, preparation of bid documents, and construction services for the Beemer Way Stormwater Outfall Improvements Project (CI 22-007).

EXECUTIVE SUMMARY:

The City and property owner have observed erosion within the existing stormwater creek/ditch located on the property at 14010 Beemer Way. The project will be to analyze and provide improvements to revise this drainageway and provide additional protection for the existing slope. The project will consist of environmental, geotechnical, and stormwater analysis to design improvements to protect the existing drainage system.

BACKGROUND:

The City's Stormwater Master Plan (2019) and the Oregon City Hydromodification Assessment (2015) both identified the outfall near Beemer Way as a problem area due to severe channel incision at the stormwater outfall. This outfall conveys stormwater from Holcomb Boulevard via an unnamed tributary to Livesay Creek.

Preliminary review of the outfall has been completed. The review identified the following issues to be resolved: significant erosion from high flows which have exposed boulders in the channel bed and roots of nearby trees; the outfall concrete headwall structure is significantly undermined; the bottom of the scour pit is approximately 15-20 feet below the top of the slope in the backyard of this property; there is a 2-4 foot drop from the floor of the headwall structure to the heavily incised channel. In order to mitigate these issues, the project will remove debris from the streambed, construct fill to stabilize the

existing creek and install geotextile fabric and rip rap, reconstruct the concrete headwall, and install appropriate drainage structures to remove the overland flow from the area above the structure which is contributing to the problem.

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

Data gathering and field investigations are expected to begin in July 2022 with engineering design running through the fall. The project is expected to go to bid in April/May 2023 with construction services for Summer 2023.

3J Consulting Inc. is a consultant on the City's Utility Infrastructure On-Call shortlist which was approved by City Commission on February 5, 2020 to prepare bid documents for capital improvement projects.

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: \$94,989.25

FY(s): 22/23

Funding Source(s): Stormwater Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

BEEMER WAY OUTFALL REPAIR (CI 22-007)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **3J CONSULTING, INC.** ("Consultant").

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **October 31, 2023**, 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 **ninety-four thousand, nine hundred and eighty-nine dollars and twenty-five cents (\$94,989.25)**.

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:

3J CONSULTANTING, INC.
9600 SW NIMBUS AVENUE; SUITE 100
BEAVERTON, OREGON 97008
Attention: CHASE WELBORN, PE

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

3J CONSULTANTING, INC.

By: _____

John M. Lewis, P.E.

Title: Public Works Director

DATED: _____, 20____.

By: _____

Name: _____

Title: _____

DATED: _____, 20____.

By: _____

Anthony J. Konkol III

Title: City Manager

DATED: _____, 20____.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

City Attorney

P:\PublicWorks\CIP_PS_RFQ_RFP\CIP_Open\CI 22-007 Beemer Way Outfall Repair\COMMISSION REPORTS\Contract 3J Consulting CI 22-007.docx

ATTACHMENT A

Contract Statement of Work Delivery Schedule and Summary of Estimate for Services

14010 Beemer Way Stormwater Outfall Improvements

City of Oregon City

Project Manager: Erik Nichols
625 Center Street
Oregon City, Oregon 97045
503-496-1556
enichols@orc.org

3J Consulting, Inc.

Project Manager: Chase Welborn, PE
9600 SW Nimbus Avenue; Suite 100
Beaverton, Oregon 97008
503-946-9365, Ext 215
chase.welborn@3j-consulting.com

PROJECT UNDERSTANDING AND WORK SCOPE FOR COMPLETE PROJECT

The City of Oregon City is contracting with Consultant for services with the following project (the "Project"):

The City has experienced erosion within the existing stormwater creek/ditch located on the southern half of the property at 14010 Beemer Way in Oregon City, tax lot APN 2-2E-28CB-01700. The project will be to analyze and provide improvements to revise this drainageway and provide additional protection for the existing slope. The project will consist of environmental, geotechnical, and stormwater analysis to design improvements to protect the existing drainage system.

Project Area:

The project area is shown in the figure below:





SPECIFIC SCOPE OF SERVICES

The following services are for the entire project which is to be completed by 3J staff and sub-consultants. The deliverables are listed for each task. The tasks below are the result of our meeting with City staff and efforts as we understand them to be at this time. All work performed under this scope of work will be done so in accordance with all applicable federal, state, and local design standards.

The design services work scope outlined below is anticipated to complete the project through construction.

Task 1.0	Project Management
Task 2.0	Project Orientation/Data Collection
Task 3.0	Preliminary Engineering
Task 4.0	Final Engineering
Task 5.0	Bid Support
Task 6.0	Construction Services
Task 7.0	Extra Work as Authorized

TASK 1.0 Project Management

Project Administration

The duration of the project planning and design effort through construction bidding is assumed to be nine (9) months from execution of the contract. The following items are included:

- Provide management, coordination and direction to the project team and sub-consultants for completing the project on time and on budget.
- Provide assistance in the day-to-day management and decision making for the project.
- Prepare and administer sub-consultant contracts.
- Track project costs and budgets on a monthly basis.
- Prepare monthly invoices for project and monthly summary reports. Nine (9) invoices and summary reports are included.

Project Scheduling

- Prepare and submit an activities list and schedule to the City within ten (10) business days following the notice-to-proceed. The schedule will show appropriate milestones for the project including intermediate and final submittal dates for design documents and key decision points.
- Revise project schedule to reflect changes in the project.

Project Meetings

The proposed approach to project coordination during design is to hold project meetings with key project team members and representatives from City of Oregon City and others as defined below. These will be scheduled and attended by the City's Project Manager. These meetings will have a specific agenda addressing and resolving project issues as they are encountered. These meetings may be either in-person or virtual depending on the status of any stay-at-home orders due to COVID 19.

- Conduct periodic technical team meetings with the City of Oregon City and design staff to review comments received during the 30%, 90% and final project submittal for the project. These

meetings will include the design engineer or project manager depending on the agenda. Assume up to three (3) meetings, up to two hours each in duration. Prepare the meeting agendas and summary notes for the meetings.

Task 1 Deliverables:

The following deliverables are part of this task:

- Monthly Summary Reports
- Up to one (1) Draft schedule
- Up to four (4) schedule updates
- Meeting Agenda and materials distributed prior to meetings.
- Attendance and participation at meetings as described herein.
- Draft summary notes

TASK 2.0 Project Orientation/Data Collection

Consultant shall provide labor, equipment, and materials to complete the surveying, geotechnical analysis, and environmental assessment for the project.

Data Collection

- Consultant to obtain and review available existing data prior to finalizing the site survey requirements.
 - As-built records from the City.
 - GIS base map (shapefiles) for tax lots, utilities, environmental overlays, and recent aerial photo
 - City's preliminary project development information

Land Surveying

Consultant shall provide labor, equipment, and materials to complete the surveying needs for the project. Surveying on this project includes establishing a control network and performing topographical mapping within the defined topographical limits. All deliverables must be reviewed and stamped by Consultant's Professional Surveyor (PLS) registered in the State of Oregon.

- Full topographic Survey of the areas as outlined by the civil engineer
- Underground utilities per one-call locate request
- Drafting of planimetrics, surfaces and features.
- Include individual trees (4" DBH and greater)
- Identify and prepare temporary and permanent easements for construction and long term maintenance access with property owner.

Geotechnical Report

Consultant shall provide labor, equipment, and materials to provide geotechnical engineering services to address permanent slope stabilization for the outfall associated slope failure.

- Coordinate and manage field explorations, utility locates, and scheduling of staff.
- Drill up to two borings at the top of the existing slope in the vicinity of the slope failure using a trailer-mounted drill rig.
- Collect samples for laboratory testing and analyses.
- Provide recommendations for outfall location, site prep and grading, and wet weather construction.
- Prepare Geotechnical Engineering report to present findings and recommendations.

Environmental Studies / Reports

Consultant shall provide labor, equipment, and materials to complete the environmental assessment needs for the project. The location of the project may contain wetlands and could require permits from the state and federal agencies and require addressing the Natural Resource Overlay District (NROD) code (per Oregon City Municipal Code, Chapter 17.49).

Conduct Wetland Determination, Delineation, and Prepare Wetland Delineation Report

- Wetland scientists will visit the property and conduct a wetland determination. If there are no wetlands or regulated channels present, they will collect data and prepare a memorandum describing the results of the field work.
- If evidence of areas of the property may be regulated by the Corps of Engineers (Corps) or the Department of State Lands (DSL), the consultant will conduct a wetland delineation using the required criteria and methodologies of the Corps of Engineers Wetland Delineation Manual Technical Report Y-87-1 (Environmental Laboratory, 1987) and the Western Mountains, Valleys and Coast Region regional supplement to the 1987 Manual. These manuals provide the guidelines and methodology for defining the limits of any wetlands. Consultant will also delineate the limits of a channel that may be regulated by the agencies. Flag any boundaries, so they can be surveyed by professional surveyors.
- Following the fieldwork, the consultant will prepare a wetland delineation report suitable for submittal to the regulatory agencies. The report will include information on the topography, soils, and hydrology of the proposed development site and will include data sheets documenting upland and wetland areas. The report will also include a map showing the surveyed boundary of the wetland and the location of delineation sample points.
 - This report will be submitted to the DSL for their review and to the Corps for their approved jurisdictional determination. DSL can take up to 120 days for the review.

Deliverables:

- Survey basemap in AutoCAD Civil 3D
- Wetland Delineation Report
- Geotechnical Report
- Prepare easement agreements between the City and property owner.

TASK 3.0 Preliminary Engineering

The Consultant team will utilize the survey base mapping and update the 30% Preliminary Design from the original Outfall Evaluation Assessment for the project limits. Preliminary design and plans to include:

- One (1) site plan highlighting the recommended improvements.
- Typical sections and details to support the recommended improvements.
- Submit Natural Resource Overlay District (NROD) exemption request to City Planning Department using "Stream, wetland, riparian, and upland restoration projects as authorized by the City" as the reason.

Task 3 Deliverables:

- One (1) electronic copy (.pdf) and three (3) hard copies of
 - Preliminary Engineering Plans, at 1"=20' scale, 22"x34" sheets
 - Preliminary Cost Estimate
 - Spreadsheet with review comments and responses.
- NROD Exemption Request

TASK 4.0 Final Engineering

90% Submittal

Prepare 90% Construction plans based on comments received from the City's from the preliminary plans

- Prepare plan and profile sheets to the 90% level of completion based on the horizontal and vertical alignment.
- Prepare project details.
- Prepare storm drainage analysis outlining watershed basin of the channel to determine the flow in the flow and discharge at each outfall in the channel.
- Prepare storm drainage report providing the preliminary design strategize to be implemented in the channel.
- Prepare updated construction cost estimate based on 90% design.
- Address City review comments from 30% review in writing and within 90% design.

Deliverables:

The following deliverables are part of this task:

- One (1) electronic copy (.pdf) and hard copies of
 - 90% Construction Plans
 - Stormwater Report
 - Updated Engineer's Opinion of Construction Cost based on the 90% design
 - Spreadsheet with review comments and responses.

100% Submittal

Prepare 100% Construction plans based on the City's comments to the 90% submittal.

- Prepare plan and profile sheets to the 100% level of completion based on the horizontal and vertical alignment.
- Finalize project details

- Prepare final storm drainage report providing the preliminary design strategize to be implemented in the channel.
- Prepare updated construction cost estimate based on final design.
- Address City review comments from 90% review in writing and within final design.

Prepare Technical Specifications

This task includes the following for the bid specification package:

- Identify appropriate technical sections from joint 2021 ODOT/APWA specifications to be included in project specifications.
- Prepare final technical specifications including special provisions based on the 90% design.
- Address City comments to the special provisions
- Complete measurement and payment section for each project pay element.
- Finalize special provisions based on project constraints, property owner input, and identified construction impacts.

Deliverables:

The following deliverables are part of this task:

- One (1) electronic copy (.pdf) and hard copies of
 - Construction Plans
 - Stormwater Report
 - Updated Engineer's Opinion of Construction Cost based on the Final design
 - Spreadsheet with review comments and responses.
 - Technical Specification

TASK 5.0 Bid Support

Bid Support

- Provide design engineer for reviewing and answering questions.
- Support City in preparation of up to two (2) addenda if required.

Deliverables:

The following deliverables are part of this task:

- Engineer available to answer technical questions during bid process
- Addenda preparation
- Review bids and provide a Recommendation To Award letter.

TASK 6.0 Construction Services

All construction assistance will be accomplished under the budget provided. Additional efforts during construction may require additional budget.

Technical Review of RFIs and Submittals

- Provide technical review of contractor requests for information (RFI) and Submittals.

Field Meetings

- Conduct periodic field meetings during construction at the request of the City Project Manager. Budget includes four (4) meetings.

Punch List and Final Walk Through

- Conduct final walk through with the City Project Manager prior to City acceptance of the project.

As-built Documents

- Prepare as-built documents based on contractor mark-ups, design modifications during construction, and site observations.

Deliverables:

The following deliverables are part of this task:

- Preparation of RFI's if required
- Review of contractor submittals
- Field reports
- As-built documents

TASK 7.0 Extra Work as Authorized (Contingency Task)

Contingency budget is available only upon City authorization in writing.

Address Natural Resource Overlay District (Chapter 17.49), if required by the City

- The City has mapped a Natural Resource Overlay District (NROD) on portions of the property. The Oregon City Municipal Code protects "sensitive areas" by enforcing a vegetated corridor around the outside of a wetland or creek. All development that does not meet the definition of a use allowed outright (exempted) is required to be reviewed by the city for compliance with Chapter 17.49 of the Oregon City Municipal Code. Mitigation for impacts the NROD is required.
- If it is determined that the project requires a NROD review, Consultant will prepare a draft and final report describing the impacts and any mitigation that is required. It is assumed that our report will be reviewed by David Evans and Associates on behalf of the City. This task includes responding to any comments that DEA has.
- PHS shall coordinate with representatives of 3J and the City throughout preparation of the NROD report to confirm design requirements and potential project effects. This coordination shall include correspondence in the form of telephone calls, e-mails, and meetings.

Prepare and Submit Joint Permit Application, if wetlands or a channel are determined

- If the improvements impact any wetlands or a channel, it will be necessary to complete a joint permit application (JPA), which is submitted to DSL and if needed the Corps. The application will contain information on the proposed project; its purpose and need; details of the design and construction methods; how erosion of the site will be controlled; how stormwater will be treated; the names of adjacent landowners; and the signature of a local planner.
- Consultant will send a list of information that will be required for the application. At this point, we assume there will be less than 0.5 acres of wetland to be impacted. Therefore a nationwide permit from the Corps and an individual permit from DSL will be required.
- Any permanent impacts to the wetland or the channel will need to be mitigated. This may require that we purchase credits from a mitigation bank. We will coordinate with the mitigation banker and make a case for using the bank with DSL and the Corps. If on-site restoration of mitigation is required, we will submit an additional proposal to cover the costs of preparing several documents that will be required by the agencies.

- The Corps can request a cultural resources review. Consultant believes a cultural resources survey will not be required, but if one is, we can recommend an archaeologist as we do not provide that service. If necessary, we will arrange an on-site meeting with the regulatory agencies to review the proposed plan prior to submittal of the JPA. We will also respond to any public comments received during the public review period.
- A Stream Function Assessment Method (SFAM) assessment is required by DSL and will be performed to analyze channel and stream functions. A memorandum will be prepared summarizing the results of the SFAM and submitted to DSL.

Assumptions:

- The proposal does not include preparing a mitigation plan for the Corps and DSL

S U M M A R Y O F F E E S

Estimated Fees	Scope
Task 1.0 Project Management <i>July 2022 to September 2023</i>	\$ 6,456.00
Task 2.0 Project Orientation/Data Collection <i>July 2022 to September 2022</i>	\$ 29,016.25
Task 3.0 Preliminary Engineering <i>September 2022</i>	\$ 5,122.00
Task 4.0 Final Engineering <i>October 2022 to April 2023</i>	\$ 20,500.00
Task 5.0 Bid Support <i>April 2023 to May 2023</i>	\$ 1,810.00
Task 6.0 Construction Services <i>June 2023 to August 2023</i>	\$ 6,400.00
Task 7.0 Extra Work as Required	\$ 25,635.00
Total Project Budget	\$ 94,989.25

SCHEDULE OF FEES

December 1, 2019

Fees for professional services are based upon the time expended on the project and the hourly fee rate for the professional or support staff performing the service. Rates for labor only may be adjusted annually based on the update to the CPI-W Index (CPI-W) at a minimum and rounded to the nearest whole dollar for all new Personal Services Agreements or extension of existing Personal Services Agreements as.

Civil Engineering Staff

Principal/Director	\$186
Chief Engineering Manager	\$186
Senior Project Manager	\$170
Project Manager	\$164
Civil Engineering Manager	\$148
Senior Civil Engineer	\$136
Civil Engineer II	\$128
Civil Engineer I	\$120
Senior Civil Designer	\$110
Civil Designer II	\$106
Civil Designer I	\$ 98
Senior Civil Technician	\$100
Civil Technician II	\$ 92
Civil Technician I	\$ 84
Engineering Intern	\$ 54
Senior Civil Technician	\$100
Civil Technician II	\$ 92

Inspection Services

Senior Inspector	\$132
Inspector II	\$122
Inspector I	\$114

Community Planning

Principal/Director	\$160
Senior Planning Project Manager	\$150
Planning Project Manager	\$146
Senior Urban Designer II	\$132
Senior Urban Designer I	\$124
Urban Designer II	\$112
Urban Designer I	\$100
Senior Planner II	\$132
Senior Planner I	\$124
Planner II	\$112
Planner I	\$100
Planning Assistant	\$ 80

Administration

Administrative Project Specialist	\$ 92
Administrative Staff	\$ 86

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7i.

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

2. Payment.

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

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

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

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

3. Independent Contractor Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

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

Item 7i.

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

6. Payment of Laborers; Payment of Taxes.

(a) Contractor shall:

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

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

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

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

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

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

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

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

7. SubContractors and Assignment.

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

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

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

10. Compliance With Applicable Law.

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

Page 2 of 5

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7i.

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

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

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

13. Indemnity and Insurance.

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

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

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

(c) Comprehensive, General, and Automobile Insurance. Contractor shall maintain comprehensive general and automobile liability insurance for protection of Contractor and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Contractor's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/\$4,000,000 annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Contractor.

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

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

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

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

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

Item 7i.

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

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

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

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

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

be provided free of cost to City.

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

24. Arbitration.

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

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

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

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

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

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

Item 7i.

(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

Item 7j.

To: City Commission **Agenda Date:** 07/06/2022
From: Parks and Recreation Director, Kendall Reid

SUBJECT:

Temporary Construction Easement at Sportcraft Landing

STAFF RECOMMENDATION:

Staff recommends that the City Commission approve the Temporary Construction Easement Agreement with Kiewit to permit the use of the Sportcraft Landing parking lot.

EXECUTIVE SUMMARY:

ODOT has requested to utilize the upper parking lot at Sportcraft Landing for work associated with the I-205 expansion project.

BACKGROUND:

Beginning back in December of 2021, the City of Oregon City was in conversations with HDR and ODOT about the occupancy of Jon Storm Park and Sportcraft Landing for the I-205 expansion project. During this process, it became clear the need for ODOT and HDR to utilize the upper parking lot at Sportcraft Landing as a location to build a trestle and setup a crane. Kiewit will be responsible for repaving the parking lot upon completion of their work to return it to its original state.

OPTIONS:

1. Approve the Temporary Construction Easement
2. Approve the Temporary Construction Easement with specific modifications
3. Do not approve the Temporary Construction Easement

BUDGET IMPACT:

Amount: \$15,000 and a "Repavement Obligation"
FY(s): 2022 - 2023

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTURCTION EASEMENT AGREEMENT ("**Agreement**") between the CITY OF OREGON CITY, an Oregon municipal corporation ("**Grantor**") and KIEWIT INFRASTRUCTURE WEST CO., a Delaware corporation ("**Grantee**") as of June __, 2022 (the "**Effective Date**"). Grantor and Grantee are each referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Grantor is the owner of the real property located at 1701 Clackamette Drive, Oregon City, Oregon 97045 and commonly referred to as Sportcraft Landing ("**Grantor's Property**").

B. Grantee is a contractor working on the 1-205 Bridge expansion project (the "**Project**"). In connection with the Project, Grantee has requested a temporary and exclusive construction easement over that portion of Grantor's Property depicted in Exhibit A attached hereto and by this reference incorporated herein (the "**Easement Area**"). The Easement Area is the area within the blue dashed area depicted in Exhibit A.

C Grantor is willing to grant the easement for the Easement Area on the terms set forth herein.

NOW, THEREFORE, based upon the foregoing Recitals and the mutual covenants hereinafter set forth, Grantor and Grantee agree as follows:

GRANT AND AGREEMENT

1. **Grant of Easement.** Grantor hereby grants an exclusive easement over the Easement Area during the term set forth in Section 3 below for the construction of a crane trestle (the "**Permitted Use**") and for no other purposes. Grantor additionally grants to Grantee a nonexclusive right of ingress and egress on Grantor's access way on Clackamette Drive (the "**Drive Access**") for vehicular access to the Easement Area in connection with the Permitted Use. At no time shall Grantee block or otherwise interrupt the Drive Access to and from Sportcraft Landing.

2. **Use of the Easement Area; Restoration.** Grantee shall use the Easement Area in a safe manner, complying with all applicable laws, keeping it in neat and good condition and minimizing dust, noise and other disruptive conditions in connection with Grantee's use of the Easement Area. Following completion of crane trestle, but in all events prior to the expiration of the term sent forth in Section 3, Grantee shall restore the Easement Area to substantially the same condition as existed prior to Grantee's entry under this Agreement. Grantee acknowledges that the Easement Area is a part Sportcraft Landing and that Sportcraft Landing provides access to: (i) the general public to the Willamette River via boat ramp, (ii) the privately operated Sportcraft marina, (iii) the Clackamas County Sheriff's boat patrol facility, and (iv) eNRG Kayaking (the

"Existing Uses"). Grantee and its agents shall not park any vehicles outside of the Easement Area. Grantee shall: (i) provide flaggers in connection with its deliveries of materials and equipment to the Easement Area so as to avoid conflicts with the Existing Uses and to facilitate safe operations and (ii) abide by such other safety and operational requirements that Grantor may reasonably require from time to time. All deliveries of materials and equipment to and from the Easement Area shall occur only between the hours of 9:00 pm and 6:00 am.

3. **Term.** Grantee's right to use the Easement Area shall commence July 11, 2022 and terminate on August 19, 2022. Grantee's obligations hereunder, including but not limited to those under Section 7, shall survive the termination of Grantee's rights to use of the Easement Area, and shall terminate upon Grantee's satisfaction of all of its obligations imposed by this Agreement and the expiration of all applicable statutory time periods during which a cause of action could be filed against Grantee related in any way to Grantee's use of the Easement Area.

4. **Compensation.** In consideration of the rights granted to Grantee herein, Grantee shall: (i) pay Grantor \$15,000.00 contemporaneously with the execution of this Agreement and (ii) at its sole cost and expense (including the payment of all applicable permit fees) repave the area designated as the "Repavement Area" on Exhibit B hereto in accordance with the standards set forth in Exhibit C including striping such area with the existing parking spaces (the "**Repavement Obligation**"). Grantee shall perform the Repavement Obligation in the month of October and prior to October 31, 2023 (such that Grantee shall perform the Repavement Obligation between October 1 – 31, 2022 or October 1 – 31, 2023, and for avoidance of doubt, shall complete the Repavement Obligation on or before October 31, 2023. Notwithstanding the above, should Grantor determine in its sole and absolute discretion that there is damage or wear to the Repavement Area resulting from Grantee's use that needs to be immediately repaired, Grantee shall promptly repair such damage or wear. Grantee shall have a license to access Grantor's Property, subject to all the terms and condition of this Agreement, to perform the Repavement Obligation. Prior to commencing the Repavement Obligation, Grantee shall consult with Grantor such that Grantor can ensure Grantee's compliance with the terms of this Agreement.

5. **Compliance with Laws.** Grantee shall comply with all federal, state, county, city and other applicable governmental laws, statutes, codes, ordinances and regulations in connection with its use of the Easement Area and its Repavement Obligation. Grantee shall not use, generate, manufacture, store, treat, release or dispose of any hazardous material on the Easement Area and shall indemnify, defend and hold harmless Grantor from and against any and all of Grantor's losses, liabilities, damages, injuries, costs, expenses and claims arising out of Grantee's failure to comply with its obligations under this Section 5. Provided, however, Grantee shall have no liability to Grantor for any hazardous materials present on the Easement Area prior to Grantee's use of the Easement Area nor any hazardous materials used, generated, manufactured, stored, treated, released or disposed of on the Easement Area by Grantor.

6. **Insurance.** Prior to the commencement of the any work by Grantee and through the completion of the work by Grantee, Grantee shall maintain or cause its general contractor to maintain the following insurance coverages, issued by insurance companies with an A. M. Best

Company rating of at least A-/VII and naming Grantor as an additional insured: (a) commercial general liability insurance, on an occurrence and "per-project" basis, with limits of at least \$3,000,000 per occurrence and \$5,000,000 in the aggregate; (b) business automobile liability coverage, on an occurrence basis, covering liability arising out of the operation of all owned, rented, hired and non-owned vehicles, with limits of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate; and (c) umbrella liability coverage (on an occurrence basis), with a limit of at least \$10,000,000, and written on an umbrella basis in excess over and no less broad than the other liability coverages referenced above. Grantee shall provide Grantor a certificate of insurance evidencing the coverages required above before any work begins.

7. **Indemnity.** Grantee shall indemnify and hold Grantor harmless from and against any and all damages and claims arising from the use of the Easement Area and the Drive Access by Grantee, together with all costs, expenses and liabilities incurred in connection with such damage or claim (including any action or proceeding brought thereon), including, without limitation, all attorney fees and expenses at trial and upon appeal except to the extent the same are solely caused by Grantor's gross negligence or willful misconduct.

8. **General and Miscellaneous Provisions.**

(a) **Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing Party in such action shall be entitled to recover its reasonable attorney fees and costs incurred in the trial court and any appeal therefrom. The term "**action**" shall be deemed to include action commenced in the Bankruptcy Court of the United States and any other court of general or limited jurisdiction. The reference to "**costs**" includes, but is not limited to, deposition costs (discovery and otherwise), witness fees (expert and otherwise), out-of-pocket costs, title search and report expenses, survey costs, surety bonds and any other reasonable expenses.

(b) **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail addressed as follows:

TO GRANTOR: **City of Oregon City**
625 Center St.
Oregon City, Oregon 97045
Attention: Kendall Reid

TO GRANTEE: **Kiewit Infrastructure Co.**
2200 Columbia House Blvd,
Vancouver, WA 98661
Attention: John Lozner

(c) **Nonwaiver.** Failure by either Party at any time to require performance by the other Party of any of the provisions hereof shall in no way affect the Party's rights hereunder

to enforce the same, nor shall any waiver by a Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

(d) **Amendments.** This Agreement may be amended, modified or extended without new consideration but only by written instrument executed by both Parties.

(e) **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the state of Oregon.

(f) **Severability.** If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

(g) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement by electronic means intended to preserve the original pictorial appearance of this Agreement or by industry standard electronic signature software shall have the same legal force and effect as execution by original signatures.

(Signatures on following page.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTOR:**CITY OF OREGON CITY**

By: _____

Print Name: _____

Print Title: _____

GRANTEE:**KIEWIT INFRASTRUCTURE WEST CO.**

By: _____

Print Name: _____

Print Title: _____

Exhibit A
[Easement Area]



EXHIBIT A

Exhibit B
[Repavement Area]

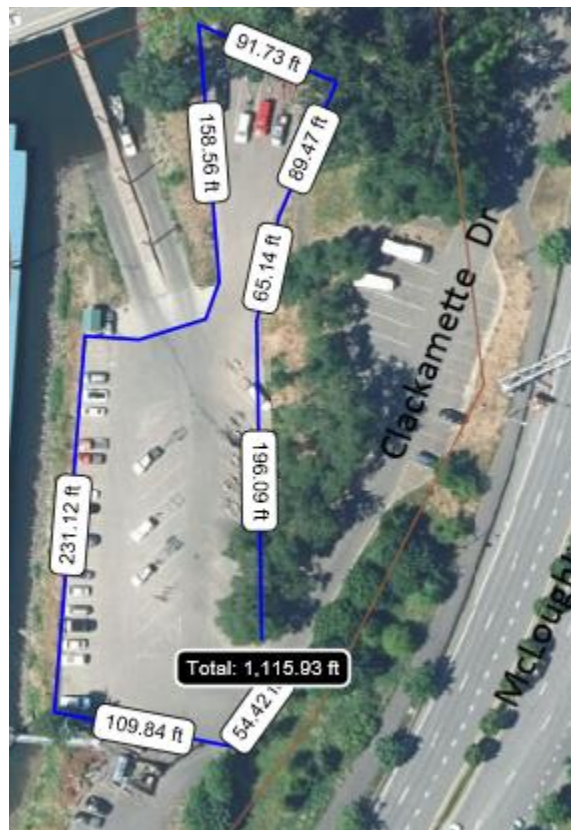


Exhibit C
[Repavement Standards]

Full dig out and removal, 12” Base Rock, 4” Asphalt

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7j.

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

2. Payment.

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

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

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

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

3. Independent Contractor Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

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

Item 7j.

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

6. Payment of Laborers; Payment of Taxes.

(a) Contractor shall:

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

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

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

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

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

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

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

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

7. SubContractors and Assignment.

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

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

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

10. Compliance With Applicable Law.

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

Page 2 of 5

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7j.

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

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

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

13. Indemnity and Insurance.

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

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

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

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

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

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

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

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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7j.

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

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

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

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

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

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

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

24. Arbitration.

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

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

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

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

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

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

Item 7j.

judge of the Clackamas County Circuit Court.

jurisdiction's conflicts of law, rules or doctrines.

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

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

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



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 07/06/2022
From: Parks & Cemetery Maintenance Manager, Jonathan Waverly

SUBJECT:

Concrete Path Replacement-River Access Trail

STAFF RECOMMENDATION:

Award the bid and authorize the City Manager to execute the Public Improvement Contract with Hal's Construction Inc. in the amount of \$98,393 for the replacement of the concrete panels and handicap access improvements at the River Access Trail.

EXECUTIVE SUMMARY:

The Parks and Cemetery Division is utilizing its WES Good Neighbor funds for the replacement of the concrete panels at the River Access Trail. The project includes concrete replacement materials, removal, installation, and improvements

BACKGROUND:

Beginning in the Spring of 2022, staff began the process of seeking out quotes for panel replacement on the River Access Trail. During inspections, cracking, upheaval, and sinking from lack of base for the panels became evident. Three quotes were sought out to perform the work necessary. The quotes were received and evaluated. Following review staff determined that Hal's Construction Inc. was the low responsive bidder. The contract award value is ninety-eight thousand three hundred and ninety-three (\$98,393).

The list below includes the quotes and amounts received for this project.

E&L Contractors Inc. - \$189,575
Hals Construction Inc. - \$98,393
RBP Construction - Unresponsive
Aldercrest Construction - Unresponsive
N2 - Scope too large
Lemus Construction - Scope too small, no dem/grading

Construction will occur in the Summer of 2022 and is anticipated to be complete by Fall 2022.

OPTIONS:

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

BUDGET IMPACT: \$98,393

FY(s): 2022-2023

Funding Source(s): WES Good Neighbor Funds-PARK Landscape Maintenance

Point of Contact:

Lee Eells

Term of Contract:

7/6/22 – 12/31/23

CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and Hal's Construction, Inc. ("Subcontractor").

RECITALS

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

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

The parties agree as follows:

Removal and replacement of 58 10'x11'x4" concrete pedestrian path panels

Place and grade base rock for selected panels with the base undermined

Load concrete waste into designated bins

Removal and upgrade of 1 ADA ramp to meet compliance standards

Includes all sawcutting, supply/placement/grading/compaction of new gravel base as needed, labor, equipment, and materials necessary.

Work to be completed prior to August 31, 2022.

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until 12/31/2023 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 Subcontractor's performance that has not been cured.

2. Compensation. City agrees to pay Subcontractor on a lump basis for the services required. Total compensation is ninety-eight thousand three hundred ninety-three dollars (\$98,393.00).

3. Scope of Services. Subcontractor's services under this Agreement shall consist of services as detailed in the statement of work, attached hereto and by this reference incorporated herein.

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

5. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties,

integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

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

To the City:

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

To Subcontractor:

Hal's Construction, Inc.
20666 S Hwy 213
Oregon City, OR 97045
Attention: Lee Eells

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

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

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

CITY OF OREGON CITY

Name: _____

Title: _____

DATED: ____ / ____ / ____

HAL'S CONSTRUCTION, INC.

Name: _____

Title: _____

DATED: ____ / ____ / ____

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7k.

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

2. Payment.

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

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

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

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

3. Independent Contractor Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7k.

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

6. Payment of Laborers; Payment of Taxes.

(a) Contractor shall:

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

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

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

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

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

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

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

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

7. SubContractors and Assignment.

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

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

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

10. Compliance With Applicable Law.

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

Page 2 of 5

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7k.

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

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

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

13. Indemnity and Insurance.

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

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

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

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

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

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

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

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

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

Item 7k.

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

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

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

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

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

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

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

24. Arbitration.

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

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

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

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

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

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

Item 7k.

judge of the Clackamas County Circuit Court.

jurisdiction's conflicts of law, rules or doctrines.

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

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

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



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: IT Manager David Knoll

Agenda Date: 07/06/2022

SUBJECT:

Approval of Mimecast Support Contract

STAFF RECOMMENDATION:

Approve Support costs for Mimecast email protection and archiving service.

EXECUTIVE SUMMARY:

Mimecast provides important email security as well as Public Records archives for all email correspondence. We've reached the end of our existing contract and staff recommends continuation of these important services. This amount has already been budgeted.

BACKGROUND:

The City uses Mimecast for initial Spam, Phishing, and email protection. We also employ URL, Attachment, and Threat Prevention services. Public Records relies on the availability of all email data to be available and exportable as needed.

OPTIONS:

1. Approve the contract renewal
2. Decline the contract renewal

BUDGET IMPACT:

Amount: \$52,015.07 previously budgeted

FY(s): 2022-2023

Funding Source(s): 100-170-6290



Customer Quote

Item 71.

Mimecast North America, Inc.
191 Spring Street
Lexington, MA 02421

Reference: Q-820096
Prepared By: Bretton Lenzi
Quote Date: June 21, 2022
Quote Type: Renewal
Hosting Jurisdictions:
Email Services - United States

THIS IS NOT AN INVOICE

Ship To:
City of Oregon City
625 Center St
Oregon City, Oregon 97045-2253

Bill To:
City of Oregon City
625 Center St
Oregon City, Oregon 97045-2253

THIS SERVICES ORDER IS VALID UNTIL: August 1, 2022

Start Date: August 1, 2022
End Date: July 31, 2023
Term (Months): 12.00

Currency: USD
Number of Payments: 12
Payment Frequency: Monthly

Billing Schedule	Service	Qty	Monthly Unit Price	Total
Monthly	Perimeter Defense Plan	285	3.50	997.50
Monthly	Mimecast C1	285	1.69	481.29
Monthly	Mimecast A1	285	4.38	1,246.88
Monthly	Add On - Large File Send	285	1.00	285.00
Monthly	Add On- Secure Messaging	285	1.00	285.00
Monthly	Add On - Internal Email Protect	285	1.46	414.76
Monthly	Add On - Archive Power Tools	285	1.25	356.25
Monthly	Advanced Support	1	267.91	267.91

*Please note that unit amounts are pro-rated

Total **4,334.59**

*Amounts do not include applicable tax, such as local, state, provincial, federal, or VAT.

SUMMARY

Number of Payments	12
Total One-Off Fees	0.00
Initial Payment	4,334.59
Recurring Payment(s), Monthly (11 Payments)	4,334.59
Quote Total	52,015.07

Please note:

- Customer may increase the number of Permitted Users shown above or add Services at any time during the Subscription Term. However, Customer must provide Reseller or Mimecast with advance notice prior to adding additional Permitted Users to Customer's account, and additional fees may apply.
- During a Subscription Term, it is not possible for Customer to (i) reduce the number of Permitted Users shown above; (ii) downgrade any of the Services shown above; or (iii) remove any of the Services shown above. Such changes may be made effective at the start of a new Subscription Term, but only if Mimecast receives notice of such change not less than thirty days prior to the renewal date.

By signing below, Customer expressly agrees that the provision of Services described herein is subject to the existing contractual agreement between Mimecast and Customer. In addition, if this Service Order adds new Services to Customer's Mimecast account, then such new Services may be subject to additional terms and conditions as of the effective date of this Services Order. The additional terms and conditions, as well as the Services to which they are applicable, are listed at <http://www.mimecast.com/contracts>.

Customer may terminate any new recurring Services added in this Confirmation, at any time within thirty days of the effective date of this Confirmation. If any fees have been paid in advance, such fees will be promptly refunded. If notice of termination is not received within the thirty-day time period, then the Subscription Term for the new Services will continue unaffected. For the avoidance of doubt, the parties agree that this opt-out does not apply to existing Services, projects or other professional services.

To accept the Services under the terms set forth herein, please sign here:

For and on behalf of Customer:

Individual
Signing: _____

Job Title: _____

Authorized
Signature: _____

Date Signed: _____

For and on behalf of Mimecast:

Individual
Signing: _____

Job Title: _____

Authorized
Signature: _____

Date Signed: _____

Service Descriptions

Service Name	Description	Quantity Type	Billing Schedule
Perimeter Defense Plan	Perimeter protection to safeguard against targeted email threats, malware and spam.	Seats	Monthly
Mimecast C1	Maintain access to email during primary system outage. Email continuity with no gateway services.	Seats	Monthly
Mimecast A1	Journal only archiving with no gateway services.	Seats	Monthly
Add On - Large File Send	A secure file sending service for all users. Allows individuals to send files up to 2GB in size with attachment controls, access keys and custom expiration of shared data.	Seats	Monthly
Add On- Secure Messaging	Share sensitive and confidential information with external contacts with confidence, via a secure email channel.	Seats	Monthly
Add On - Internal Email Protect	Internal Email Protect - Attachment, URL and data inspection for emails sent both internal and externally	Seats	Monthly
Add On - Archive Power Tools	Replicate individual and shared mailbox folders and calendars into the Mimecast Archive	Seats	Monthly
Advanced Support	Advanced Support – Includes the same online Support Portal, the Mimecast Customer Community, Knowledgebase and Administration Console access as the Basic Support package. Also includes 24 X 7 Telephone support.	Service	Monthly



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 07/06/2022
From: Parks and Recreation Director, Kendall Reid

SUBJECT:

Tyrone S. Woods Memorial Park – Dog Park Improvements

STAFF RECOMMENDATION:

Staff recommends that the City Commission approve the Tyrone S. Woods Memorial Park improvement contract to help create a more sustainable dog park during the wet winter months.

EXECUTIVE SUMMARY:

The soil will be regraded to eliminate some of the problematic low areas. Additional drains will be installed to eliminate standing water. An additional gated entrance will be added to help distribute foot traffic more equally across the dog park.

BACKGROUND:

The dog park at Tyrone S Woods Memorial Park has been open for approximately one year and has proven to be a highly popular feature. During wet winter months, some of the areas of the dog park that receive high traffic have been slow to drain and as a result have created muddy areas killing the grass and exposing the soil.

OPTIONS:

1. Approve the Tyrone S. Woods Memorial Park contract to address repairs associated with the dog park.
2. Approve the Tyrone S. Woods Memorial Park contract for the dog park with specific modifications
3. Deny the Tyrone S. Woods Memorial Park contract. If denied, provide City staff with the necessary edits to return to City Commission.

BUDGET IMPACT:

Amount: \$61,823.40

FY(s): 2022 – 2023

Funding Source(s): General Fund

June 22, 2022

PURCHASE AGREEMENT

Contract No. - 29228

DON ROBERTSON
CITY OF OREGON CITY
14511 GLEN OAK ROAD
OREGON CITY, OR 97045

LANDSCAPING SERVICES

Phase Item Breakdown	Price
Landscape Services: 1. General Conditions	\$2,288.00
Landscape Services: A. Chain Link Removal	\$3,463.00
Landscape Services: B. Chain Link Fencing	\$3,544.00
Landscape Services: C. Chain Link Gates	\$1,576.00
Landscape Services: D. Concrete Pavement	\$14,902.00
Landscape Services: E. Catch Basin	\$6,180.00
Landscape Services: F. 6" Drain Line	\$6,366.00
Landscape Services: G. 6x12 WYE	\$2,854.00
Landscape Services: H. Soil Import and Site Grading	\$13,290.00
Landscape Services: I. Soil Aeration	\$710.00
Landscape Services: J. Seeding	\$2,891.00
Landscape Services: K. Irrigation Repair	\$3,409.00
Total (Excluding Tax)	\$61,473.00

Landscape Services: 1. General Conditions

General Landscape

Landscape Services: 1. General Conditions

- Bid at Prevailing Wage rate
- Temporary Toilet
- Silt fencing up to 400LF as shown on plans

Landscape Services: A. Chain Link Removal

General Landscape

Landscape Services: A. Chain Link Removal

- Remove existing chain link fencing at North fence run and Western side modification
- Remove mow curb as needed
- Dispose off site

Landscape Services: B. Chain Link Fencing**Fencing***Landscape Services: B. Chain Link Fencing*

- Install up to 40 Lf of new 4' Black Fencing per detail 2 L3.0

Fencing Warranty

GT Landscape Solutions warrants its fencing for a period of 1 year from the date of substantial completion against workmanship and material defects. Warranty does not cover natural aging or drying of wood products, unless kiln dried materials are selected. (cupping, warping, checking, knot holes, and splitting are common to the aging process) Damages caused by accidents, unusual physical stress or modification, this includes holding back soil is excluded.

Landscape Services: C. Chain Link Gates**General Landscape***Landscape Services: C. Chain Link Gates*

- Install 2 new gates at Dog Bark Entrance
- Gates to be installed using an adjustable metal frame with EZ-Latch system
- Details 2/3 L3.0

Landscape Services: D. Concrete Pavement**General Landscape***Landscape Services: D. Concrete Pavement*

- Excavate 10" for new concrete--soil to be disposed if not used on site
- Construct 6" compacted aggregate base--Not compaction testing included
- Form and Pour new concrete up to 514ft² of new concrete
 - New concrete at new dog park entrance 184ft²
 - Extension of Concrete at Western Slab 330ft²
- Tooled Edges with Bond breaker tape and sealant
- Install 12' of new mow curb at dog park entrance--cold joint assumed
- 3000 psi concrete assumed at 4" depth

Landscape Services: E. Catch Basin**General Landscape***Landscape Services: E. Catch Basin*

- Install 4 Nyloplast 6" drains

- Catch Basin includes
 - ADS N-12 Pipe 6"
 - Inlet Adapter with DI frame and grate
 - 3-Inserta-tee and 1-6" 90
- All labor and materials per Detail 4/L3.0

Landscape Services: F. 6" Drain Line**General Landscape***Landscape Services: F. 6" Drain Line*

- Construct 6" drain mainline
- Excavation with benching as required--no shoring included
- Pipe to be ADS N-12 6" pipe per L1.0
- Up to 173LF
- 2-22.5 degree or equivalent ADS fittings for pipe bends
- Native trench bedding and backfill assumed
- Export trenching spoils not used on site

Landscape Services: G. 6x12 WYE**General Landscape***Landscape Services: G. 6x12 WYE*

- Bench excavation at 6"x12" wye
- Install 6"x12" WYE
- Backfill with native soil
- Export soil not used on site.

Landscape Services: H. Soil Import and Site Grading**General Landscape***Landscape Services: H. Soil Import and Site Grading*

- Scrape off and dispose of lawn in areas of re grade--approx 3500ft²
- Fill grades as shown on plans by re grading and soil import up to 110 yards
- Create positive drainage to new catch basins
- 22 additional yards of blended soil included for additional soil preparation per Keynote 3

Landscape Services: I. Soil Aeration**General Landscape***Landscape Services: I. Soil Aeration*

- Aerate disturbance area prior to seeding
- Cores to remain on site

Landscape Services: J. Seeding**General Landscape**

Landscape Services: J. Seeding

- Drill seed disturbance area up to 13,800ft²
- Seed and topdress with Seed Aide approx 3500ft² of area

Landscape Services: K. Irrigation Repair**General Landscape***Landscape Services: K. Irrigation Repair*

- Remove and extend rotors in re graded fill areas with sch 80 nipples to extend swing joints to final heights
- Old rotors are to be reused
- Extend sleeve at concrete
- Add 2 irrigation heads and laterals at dog park entrance
- Add Lateral and head at new concrete at the West of the project

YOU AGREE TO PAY: \$61,823.40

This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse work conditions arise after work has started. Estimate is valid for 30 days.



 Buyer

 Date

 GT Landscape Solutions
 scott@gtlminc.com

 Date

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

TYRONE S. WOODS DOG PARK IMPROVEMENTS

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **GT LANDSCAPE SOLUTIONS** ("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 **12/31/2022**, 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 **sixty-one thousand, eight hundred twenty-three dollars and forty cents (\$61,823.40)**.

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
 PO Box 3040
 625 Center Street
 Oregon City, OR 97045
 Attention: Kendall Reid

To Consultant:

GT Landscape Solutions
1335 Candlewood Dr NE,
Keizer, OR 97303
Attention: Scott Friedman

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 December 2021.

CITY OF OREGON CITY

GT Landscape Solutions

By: _____
 Kendall Reid
 Title: Parks & Recreation Director

By: _____
 Scott Friedman
 Title: Principal

DATED: _____, 2022.

DATED: _____, 2022.

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

ORIGINAL CITY COMMISSION APPROVAL (IF
 APPLICABLE):

DATE: _____

DATED: _____, 2022.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7m.

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

2. Payment.

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

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

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

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

3. Independent Contractor Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

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

Item 7m.

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

6. Payment of Laborers; Payment of Taxes.

(a) Contractor shall:

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

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

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

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

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

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

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

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

7. SubContractors and Assignment.

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

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

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

10. Compliance With Applicable Law.

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

Page 2 of 5

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7m.

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

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

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

13. Indemnity and Insurance.

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

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

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

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

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

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

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

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

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

Item 7m.

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

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

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

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

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

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

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

24. Arbitration.

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

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

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

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

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

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

Item 7m.

judge of the Clackamas County Circuit Court.

jurisdiction's conflicts of law, rules or doctrines.

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

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

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



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

REVISED

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, April 6, 2022 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor Lyles Smith convened the meeting at 7:04 PM.

PRESENT: 5 - Commissioner Frank O'Donnell, Commissioner Denyse McGriff, Commissioner Rocky Smith, Commissioner Adam Marl, and Mayor Rachel Lyles Smith

STAFFERS: 10 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Asst. to the City Manager Lisa Oreskovich, Police Chief Jim Band, Finance Director Matt Zook, Library Director Greg Williams, Parks and Recreation Director Kendall Reid, and Public Works Director John Lewis

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Arbor Month Proclamation

Mayor Lyles Smith read the proclamation declaring April 2022 as Arbor Month.

Aquilla Hurd-Ravich, Community Development Director, reported on the Arbor Day event on April 2, 2022. There were upcoming Heritage Tree applications that would come to Council in June 2022.

3b. Parkinson's Awareness Month Proclamation

Mayor Lyles Smith read the proclamation declaring April 2022 as Parkinson's Awareness Month.

4. CITIZEN COMMENTS

Tom Geil, resident of Oregon City, discussed conflicts between the sidewalk and street tree program and the code as well as the excessive paperwork required.

Ron Standish, resident of Oregon City, also discussed difficulties with the paperwork for the sidewalk and street tree program and difficulties with the requirements for replacement trees.

Jan Brady, resident of Oregon City, thought there needed to be better communication in this program. It needed to be easier for citizens to apply for the reimbursement.

There was discussion regarding the requirements and how the Commission meant for the process to be simple. There was consensus to bring this back to a Work Session.

5. PRESENTATIONS**5a. Willamette Falls & Landings Heritage Area Presentation**

Britta Mansfield, Executive Director, gave a presentation on the Willamette Falls and Landings Heritage Area Coalition. She explained who they were, their mission and vision, the heritage area, continued initiatives, newer projects, virtual tours, and how to stay involved.

There was discussion regarding sharing the virtual tour program.

6. ADOPTION OF THE AGENDA

The order of General Business items was rearranged. The agenda was adopted as amended.

7. CONSENT AGENDA

Motion made by Commissioner McGriff, seconded by Commissioner Smith, to approve the consent agenda. The motion carried by the following vote:

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

- 7a. Oregon City Parks Master Plan Contract**
- 7b. Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises for the OC Brewing Patio Development Project and Declaring an Emergency**
- 7c. Personal Services Agreement with Fehr & Peers for the Oregon City Loop Trail Plan (PS 22-002)**
- 7d. OLCC: Liquor License Application – Off-Premises, Quick Stop Market, 13987 Holcomb Blvd., Oregon City**
- 7e. OLCC: Liquor License Application – Full On-Premises, Commercial, Canard OC LLC, 1500 Washington Street, Oregon City**
- 7f. Minutes of the January 5, 2022 Regular Meeting**

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

- 9c. Change Order No. 001 and Resolution No. 22-15, A Resolution to Adopt a Budget Adjustment for the 2021-23 Biennium for the Emerick Construction Company Contract to Include Funding for Additional Costs that Have Increased the Original Agreed GMP Amount for the Oregon City Operations Center**

John Lewis, Public Works Director, said this was a change order and budget amendment for the Operations Center project.

Gerard Mulrooney, Project Manager with Plan B Consultancy, gave a project overview, progress update, budget review, and proposed budget amendment.

City Commission Regular Meeting REVISED Minutes

April 6, 2022

There was discussion regarding the confusing staff report and budget request, what was covered by contingency and how much above contingency was being asked for, costs that had already been incurred, and future costs.

Matt Zook, Finance Director, explained how the project had been accounted for in the Facilities Fund which was the most transparent way.

Motion made by Commissioner McGriff, seconded by Commissioner Marl, to approve Change Order No. 001 and Resolution No. 22-15, A Resolution to Adopt a Budget Adjustment for the 2021-23 Biennium for the Emerick Construction Company Contract to Include Funding for Additional Costs that Have Increased the Original Agreed GMP Amount for the Oregon City Operations Center. The motion carried by the following vote:

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

Abstaining: Commissioner O'Donnell

9a. Resolution No. 22-16, Revisions to Extend the Parklet & Private Property Restaurant/Retail Program from May 31, 2022 to November 30, 2022

Ms. Hurd-Ravich said this was originally adopted with Covid regulations in July of 2020. It had been extended several times and was set to expire May 31, 2022. She asked if the Commission wanted to extend it again to allow businesses to continue using rights-of-way, sidewalks, and private property in their parking lots for dining. It would also waive the fees for renewable right-of-way permits and the parklet applications would remain at \$25.

There was discussion regarding lost parking meter revenue, making parklets permanent or removing the parklets, extending it through summer to promote tourism, forgoing customers who could not find parking, how sidewalk dining could still continue even if the parklets were not extended, how parklets in private parking lots would have to go through a land use process to make them permanent, parklets as site obstructions, bringing current parklets into compliance, and approving the extension and in the meantime work on a permanent program.

Motion made by Commissioner Marl, seconded by Commissioner McGriff, to approve Resolution No. 22-16, Revisions to Extend the Parklet & Private Property Restaurant/Retail Program from May 31, 2022 to November 30, 2022 and to direct staff to bring back a proposal for a permanent program. The motion passed by the following vote:

Yea: Commissioner Marl, Commissioner McGriff, and Commissioner Smith

Nay: Mayor Lyles Smith

Abstaining: Commissioner O'Donnell

9b. Personal Services Agreement with Wallis Engineering for the Inflow/Infiltration Program Management (CI 21-015)

Mr. Lewis said this was a \$1.4 million contract for the Inflow/Infiltration program management. He shared the reasons for program management, request for proposals, consultant selection process, program management team selection, implementation timeline, and annual reporting to the Commission.

There was discussion regarding the proposals received, what was included in the contract, amount of the contract, and sub-consultant work.

Motion made by Commissioner McGriff, seconded by Commissioner O'Donnell, to approve the Personal Services Agreement with Wallis Engineering for the Inflow/Infiltration Program Management (CI 21-015). The motion failed by the following vote:

Yea: Commissioner Marl and Commissioner McGriff

Nay: Mayor Lyles Smith, Commissioner O'Donnell, and Commissioner Smith

Staff would bring back more information on the costs.

9d. First Reading of Ordinance No. 22-1002, Adoption of the Parks and Recreation Advisory Committee (PRAC) into the City Code

Mayor Lyles Smith suggesting changes to the ordinance. She thought wording should be changed regarding how members of the Committee would be appointed and the composition of members should be added into the code instead of only in the bylaws.

There was consensus for staff to make the changes and bring the ordinance back to the next meeting.

10. COMMUNICATIONS

11. City Manager

Mayoral Vacancy Process

Tony Konkol, City Manager, discussed the mayoral vacancy process in the Charter. The vacancy would begin on April 22, 2022 and would require a special election on August 23, 2022.

There was discussion regarding how the May election with Charter amendments on term limits might affect the eligibility of who could run for mayor.

Bill Kabeiseman, City Attorney, explained the intent of the term limits as well as what would happen if a current Commissioner won the election and how that Commission vacancy would be filled.

12. Commissioners

Commissioner McGriff discussed the loss of tree canopy and need for more education and code changes to make tree removal the last option.

13. Mayor

Mayor Lyles Smith thought there should be a communication summarizing why the Parks Department was using chemical spraying.

14. ADJOURNMENT

Mayor Lyles Smith adjourned the meeting at 9:41 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Recorder Jakob Wiley

Agenda Date: 07/06/2022

SUBJECT:

Residency Confirmation for Leslie Wright Jr.

EXECUTIVE SUMMARY:

On June 10, 2022, Leslie Wright Jr. submitted an SEL 101 form to be considered as a candidate in the August 23, 2022 special election. Under the City Charter, the City Commission is the “final judge of the foregoing qualifications and election of its own members.” Staff seeks review of the residency analysis for Leslie Wright Jr.

Please see the attached memorandum from Mr. Kabeiseman, dated July 1, 2022, outlining the issue, procedures and background information related to the challenge of Mayoral candidate Leslie Wright, Jr. Provide below is a timeline of events related to Mr. Wright’s submittals for Mayor.

TIMELINE OF EVENTS:

- January 4, 2021
 - Leslie Wright Jr. submitted an SEL 101 form indicating residency in Oregon City at the address 12630 Tidewater St.
 - Leslie Wright Jr. presented a Washington State driver’s license for identification
 - Leslie Wright Jr. was not registered to vote in Oregon City
- January 5, 2021
 - The City Recorder’s office requested additional information to support residency and a list of potential forms of proof
 - Leslie Wright Jr. provided the following evidence of residency:
 - A Navy Federal Credit Union statement dated November 6, 2019
 - A US Bank statement dated April 30, 2020
 - A Veterans Affairs statement dated November 23, 2020

- January 7, 2021
 - Leslie Wright Jr. registered to vote at the address 12630 Tidewater St.
 - The City Recorder's office certified Leslie Wright Jr. for the March 9, 2021 election
- March 9, 2021
 - Leslie Wright Jr. appeared on the ballot
- June 10, 2022
 - Leslie Wright Jr. submitted an SEL 101 form for the August 23, 2022 special election indicating residency in Oregon City at the address 1921 Main St. #107
 - Leslie Wright Jr. provided the following evidence of residency:
 - Leslie Wright Jr. presented a Washington State driver's license
 - A utility statement dated April 13, 2022, with a move in date of 3/31/2022
 - An envelope from Portland VA Medical Center addressed to 1921 Main St. #107 with no date
- June 13, 2022
 - Clackamas County Elections confirmed Leslie Wright Jr.'s active voter registration at the 12630 Tidewater St. address since January 7, 2021
- June 17, 2022
 - Leslie Wright Jr. submits an SEL 101 form for the November 8, 2022 General Election
 - Leslie Wright provided the following evidence of residency:
 - Leslie Wright presented a Washington State driver's license for identification
 - A utility statement dated April 13, 2022, with a move in date of 3/31/2022
 - An envelope from the Portland VA Medical Center addressed to 1921 Main St. #107 with no date
- June 21, 2022
 - The City received an email from Woyvnee Gray indicating that Leslie Wright Jr. is not a resident and lives in Wilsonville, Oregon, but without providing additional evidence of the claim
 - The City Recorder's office requested the address in Wilsonville, Oregon via email from Woyvnee Gray
- June 23, 2022
 - The deadline for local elections officials to certify candidates for the August 23, 2022 special election
 - The Office of the City Recorder certified Leslie Wright Jr. as a candidate for the August 23, 2022 Special Election

- June 24, 2022
 - Woyvnee Gray provided 29118 San Miguel Lane as the alleged address in Wilsonville Oregon via email
 - The Office of the City Recorder requested and received the ownership information for the property at that address. The property was not listed as owned by Leslie Wright Jr.
 - Woyvnee Gray indicated in an email that Leslie Wright Jr. lived at the address in November 2021 and suggests he was renting the home

SUMMARY BY ADDRESS

- 12630 Tidewater St, Oregon City, OR appears on the following documents:
 - January 4, 2021 SEL 101 form
 - Current voter's registration since January 7, 2021
 - A Navy Federal Credit Union statement dated November 6, 2019
 - A US Bank statement dated April 30, 2020
 - A Veterans Affairs statement dated November 23, 2020
- 1921 Main St., #107, Oregon City, OR appears on the following documents:
 - June 10, 2022 SEL 101 form for the Special Election
 - June 17, 2022 SEL 101 form for the General Election
 - A utility statement dated April 13, 2022, with a move in date of 3/31/2022
 - An undated envelope from the Portland VA Medical Center
- 29118 San Miguel Lane, Wilsonville, Oregon appears on the following documents:
 - Confirmed that Leslie Wright Jr's name is on the utility bill for this address
- 10013 NE Hazel Dell Ave, Vancouver, WA appears on the following documents:
 - Mailing address for Wilsonville utility bills under Leslie Wright Jr.'s name
 - This address appears to be a post office box-style mail service

OPTIONS:

1. Qualify Leslie Wright Jr.'s candidacy for the August 23, 2022 and November 8, 2022 elections by finding that he does meet the residency requirement under the City Charter
2. Disqualify Leslie Wright Jr.'s candidacy for the August 23, 2022 and November 8, 2022 elections by finding that he does not meet the residency requirement under the City Charter



MEMORANDUM

TO: Council President Denyse McGriff and City Commissioners
FROM: William Kabeiseman, City Attorney
DATE: July 1, 2022
RE: Challenge to the Residency of Mayoral Candidate Leslie Wright, Jr.

INTRODUCTION

Section 13 of the Oregon City Charter¹ requires candidates for elective offices in the City to have resided in the City for the twelve months preceding an election. Four candidates have filed to run for the position of Mayor in the upcoming August special mayoral election. The City Recorder reviewed the material submitted by each of the candidates for that election and concluded that each of the candidates had submitted sufficient information to demonstrate that they met the qualifications to run for office and, therefore, the City Recorder provided each of their names to the County Clerk office pursuant to ORS 254.095. Since that occurred, the City has been contacted by someone challenging the residency of one of the candidates. The City Charter provides that the Commission is the “final judge” of the qualifications for elective office and, therefore, this issue is being brought to the Commission to review.

DISCUSSION

1. Preliminary Issue and Procedure.

Before turning to the merits of the challenge, the Commission may want to consider whether it wishes to hear this challenge prior to the election or wait to see if the candidate is successful and address the residency question should the candidate prevail in the election. A determination at this time, rather than after an election, would avoid the effort and expense of a campaign that may ultimately be for naught, as well as the potential disappointment of a majority of voters, should an ineligible candidate win the election. However, the limited time between the identification of this issue and the hearing may preclude the ability of the candidate to gather and present the necessary

¹ The full text of section 13 is provided later in the body of this memorandum.

Council President Denyse McGriff and City Commissioners
July 1, 2022
Page 2

evidence to demonstrate the required length of residency. The Commission may choose to avoid this question at this time and wait for the results of the election, but the Commission may also avoid a later challenge by making its decision at this time.

To the extent the Commission determines to hear this matter at this time, the Commission faced a somewhat similar situation in 2012, when the City Recorder determined that a candidate had not provided sufficient information to demonstrate that he met the residency requirement. The prospective candidate requested a hearing at which the Commission determined that sufficient information had been provided and allowed the candidacy to go forward. In that 2012 proceeding, the Commission provided a limited hearing to ensure the candidate had the opportunity to be heard, including unlimited submission of written materials, including sworn affidavits, as well as oral argument from the potential candidate. However, because the Commission does not typically swear in witnesses, nor is there a method to allow cross-examination, the Commission did not allow for oral testimony to be provided. The Commission should consider whether it wants to allow participants to present testimony in this proceeding.

2. Background Information.

Article 13 of the Oregon City Charter provides as follows:

“No person shall be eligible for an elective office of the city unless at the time of his election he is a qualified elector within the meaning of the state constitution **and has resided in the city during the twelve months immediately preceding the election.** The commission shall be the final judge of the foregoing qualifications and election of its own members.” (Emphasis added.)

That provision imposes two qualifications on candidates for elective office in Oregon City. First, the candidate must be a “qualified elector within the meaning of the state constitution,” and, second, the candidate must have “resided in the city during the twelve months immediately preceding the election.”

For this mayoral election, one of the candidates filing for the position was Leslie Wright, Jr., who filed for the position on June 10, 2022. When Mr. Wright submitted his

Council President Denyse McGriff and City Commissioners
July 1, 2022
Page 3

forms, City staff asked to see his driver's license, which showed an address in Vancouver Washington. Mr. Wright also submitted a copy of a recent rental and utility bill for the month of May, 2022 in his name for a residential unit located at 1921 Main Street, Unit # 107. Mr. Wright also submitted an undated envelope indicating that he received personal mail at that same location. In addition, upon receiving the form, the City Recorder contacted the Clackamas County Elections Division, which confirmed that Mr. Wright had been actively registered as an elector in the City of Oregon City since January 7, 2021. Further, the City Recorder considered the documents that established Leslie Wright's residency in the March 9, 2021 special mayor election.² Based on his status as a voter registered in Oregon City, the utility bills for a residential address, the receipt of personal mail, as well as the fact that Mr. Wright had run for City office just the previous year, the City Recorder concluded that Mr. Wright had made the necessary demonstration of residency in the City for the year preceding the election.

Eleven days later, and 2 days before the final date for filing the slate of candidates with the County, on June 21, 2022, the City Recorder received an email from Woyvnee Gray alleging that Mr. Wright did not, in fact, live in Oregon City, and that she had been to Mr. Wright's house in Wilsonville, Oregon. On June 23, 2022, the City Recorder was required to submit the final slate of candidates to the County Clerk for the August election. Based on the information before him on that date, the City Recorder submitted Mr. Wright's name to the County Clerk as a candidate for the office of Mayor of Oregon City along with the other candidates.

A day later, on June 24, 2022 – the day after the City Recorder filed the slate of candidates with the County Clerk – Ms. Gray provided the City Recorder with additional information – the address of Mr. Wright's property in Wilsonville. The City Recorder reviewed the deed information related to that property and determined that the Wilsonville property was most recently sold in 2017 to several individuals, none of whom were Mr. Wright.³ Several days later, on June 27, 2022, Ms. Gray sent another email to the City Recorder stating that she was "willing to go into a court of law and

² Although the documents submitted for the 2021 election indicated a different address – 12630 Tidewater Street.

³ The corporation that sold the property in 2017, Polygon at Villebois, LLC, had a filing with the Secretary of State signed by Jacelyn Wright. In addition, Ms. Gray confirmed in an email dated June 24, 2022, that Mr. Wright was renting the property in Wilsonville.

Council President Denyse McGriff and City Commissioners
July 1, 2022
Page 4

testify” to Mr. Wright living outside of the City. Meanwhile the City Recorder continued to investigate the Wilsonville residence and received confirmation from the City of Wilsonville that Mr. Wright has a utility account for the residential property in Wilsonville.

Finally, on June 30, 2022, a full week after the final date for submission of names to the County Clerk for the upcoming election, Jesse Buss, an attorney and citizen in Oregon City sent an email to three of the City Commissioners noting that it had come to his attention that Mr. Wright may not be a resident of Oregon City based on the allegations of Ms. Gray and asked for a hearing on that issue.

3. Question before the Commission.

As noted above, Section 13 of the Oregon City Charter provides that this Commission is “final judge . . . of the qualifications . . . of its members.” One of the qualifications to serve on the Commission is that the candidate must have “resided in the city during the twelve months immediately preceding the election.” Thus, this Commission must determine whether Mr. Wright has met the one-year residency requirement in the City’s Charter.

There is no single test or document identified in the Charter, but, in interpreting a similar state constitutional test, ORS 249.052 identifies several factors that the Secretary of State will look to. Those factors include, but are not limited to, the following:

- “(a) Where the candidate receives personal mail;
- “(b) Where the candidate is licensed to drive;
- “(c) Where the candidate registers motor vehicles for personal use;
- “(d) Where any immediate family members of the candidate reside;
- “(e) The address from which the candidate pays for utility services;
- “(f) The address from which the candidate files any federal or state income tax returns; and
- “(g) The candidate’s voter registration, if any.”

In addition, the Oregon Supreme Court recently decided a case involving the three-year residency requirement to run for governor. In *State ex rel Kristof v. Fagan*, 369 Or 261,

Council President Denyse McGriff and City Commissioners
July 1, 2022
Page 5

504 P3d 1163 (2002), the court affirmed the Secretary of State’s determination that a prospective candidate did not meet the constitution’s three-year residency requirement. Although that decision is not directly on-point,⁴ it provides some useful guidance.

To begin with, the Supreme Court notes that the state elections officer “‘has a ministerial duty to accept a declaration of candidacy regular on its face,’ but she may reject declarations when the candidate will not be qualified to take office,” citing *Pense v. McCall*, 243 Or 383, 393, 413 P2d 722 (1966). More importantly, the Supreme Court focused on the question of the potential candidate’s “domicile,” the “the one place where a person has established his or her permanent abode.” The court noted that even “a long period of absence from Oregon is not, in and of itself, dispositive of the question of domicile” and the question of residency turns on the intent of the candidate.⁵ The Supreme Court approved of the Secretary of State’s attaching significance to the prospective candidate’s voter registration, noting that:

“the choice of where to register is a meaningful one, as it provides evidence of the political community to which a person feels the greatest attachment—the community in whose elections that person wishes to have a say.”

The Oregon Supreme Court has also addressed driver’s licenses and indicated that it is of “significance” in establishing domicile, *Kristof*, 369 Or at 281, as well as the length of time that a person spends in a place, and where the person pays income taxes. *Elwert v. Elwert*, 196 Or 256, 268-69, 248 P2d 847 (1952). Moreover, the Secretary of State had determined that Mr. Kristof had not contain much detail about the details of Mr. Kristof’s farm management, noting that “[t]he original domicile is favored and where the facts are conflicting, the presumption is strongly in favor of an original or former domicile as against an acquired one.” *citing Elwert*. Ultimately, the Supreme Court

⁴ For example, the *Kristof* decision focuses on the intent of the legislature in 1854, when it adopted the residency requirement. The current Oregon City Charter, with its one-year residency requirement, was adopted in 1982. There has not been an opportunity to review previous charters to see if the residency requirement for City office stretches back that far. Moreover, the lawsuit filed by Mr. Kristof was a “mandamus” case, where the plaintiff was asking the court to direct the Secretary of State to do something, meaning the Supreme Court did not review the facts of the case, but whether the evidence in record “compelled” a decision in Mr. Kristof’s favor. In this case, the Commission must undertake the factual review the Supreme Court did not.

⁵ The court noted that “[d]omicile, like residence for the purpose of voting, is not lost when a person temporarily leaves a domicile that has already been established, nor is it gained without an intent to remain indefinitely.” Thus, the Supreme Court focused on the intent of the candidate.

Council President Denyse McGriff and City Commissioners
July 1, 2022
Page 6

affirmed the Secretary of State's rejection of Mr. Kristof's candidacy, finding that the evidence was not so overwhelming as to allow the court to overturn the decision of the Secretary of State rejecting the candidacy.

In this case, the prospective candidate has attested both in 2021 and 2022 that he would qualify for the office if elected. Additionally, he provided evidence in the form of voter registration in Oregon City, as well as receiving personal mail and utility services in Oregon City for several years. In addition, the prospective candidate ran for the same office the previous year without any challenge to his residency. Contravening those facts are the fact that the prospective candidate's driver's license indicates a residence in a different state, the utility billing for a residence in Wilsonville, and the unsworn allegations from Ms. Gray. Moreover, The City has received no evidence regarding the other factors in ORS 249.052 (motor vehicle registration, residences of family members, and address for tax returns).

The Commission should review the documents already submitted by Mr. Wright, the allegations by Ms. Gray, as well as any other submissions provided to the Commission and make its determination of whether Mr. Wright has established residency "in the city during the twelve months immediately preceding the election." If so, the Commission should confirm the City Recorder's decision to submit Mr. Wright name to the County Clerk; if not, the Commission should order the City Recorder to submit a revised slate of candidates that does not include Mr. Wright.

CONCLUSION

Under Section 13 of the Oregon City Charter, the Oregon City Commission is the "final judge" of the qualifications of its members. The City Recorder, in his role as the City Elections Officer, determined that a potential candidate for the Commission had sufficiently demonstrated that he is eligible for the office of Mayor, based on his sustained period as a registered elector in the City, as well as utility bills showing a residence in Oregon City. A person has challenged that determination based on unsworn allegations that Mr. Wright had a different residence in Wilsonville.

The Commission's role is to review the documents, affidavits and other material submitted into the record, as well as the oral argument provided by the candidate and/or his attorney, and determine whether the Commission is satisfied that the candidate has

Council President Denyse McGriff and City Commissioners
July 1, 2022
Page 7

established that he has “resided in the city during the twelve months immediately preceding the election.” If so, the Commission need do nothing further. If not, the City Commission should direct the City Recorder to submit a revised ballot to the County Elections Division without Mr. Wright’s name on it. The deadline for that submittal is Thursday July 7, 2022.

Candidate Filing

Major Political Party or Nonpartisan

SE
Item 9a.
ORS 249.031

Filing Dates		Candidate Filing	Candidate Withdrawal
Primary Election May 19, 2020	First Day to File	September 12, 2019	March 13, 2020
	Last Day to File	March 10, 2020	
General Election November 3, 2020	First Day to File	June 3, 2020	August 28, 2020
	Last Day to File	August 25, 2020	

Filing Information

This filing is an ☒ Original ☐ Amendment

Office Information

Filing for Office of: Oregon City Mayor

District, Position or County: Oregon City Mayor

Party Affiliation: ☐ Democratic Party ☐ Republican Party ☒ Nonpartisan

Incumbent Judge (for judicial candidates only): ☐ Yes ☐ No ☐ Nondisclosure on file

Filing Method

☒ Fee

Office	Filing Fee	Office	Filing Fee
United States President	n/a	District Attorney	\$50
United States Vice President	n/a	County Judge	\$50
United States Senator	\$150	MSD Executive Officer, MAD Director	\$100
United States Representative	\$100	MSD Councilor	\$25
Statewide Offices	\$100	County Office	\$50
State senator or Representative	\$25	City Office	Set by charter or ordinance
Circuit Court Judge	\$50	Justice of the Peace	n/a
☐ Prospective Petition, in lieu of filing fee		Some circulators may be paid	☐ Yes ☐ No

Candidate Information

Name of Candidate

First Leslie MI Last Wright Jr. Title

How you would like your name to appear on the ballot

Leslie Wright Jr.

Candidate Residence / Route Address

Street Address 12630 Tidewater St City Oregon City State OR Zip 97045 County Clackama

Candidate Mailing Address and Contact Information Only one phone number and an email is required.

Street Address or PO Box 511 Main St Ste 109 City Oregon City State OR Zip 97045

Work Phone 877-241-7866 Home Phone 503-519-4038 Cell Phone 503-519-4038 Fax

Email Address lesliewrightformayor@gmail.com Web Site, if applicable lesliewrightformayor.com

Race and Ethnicity Optional

African American

JAN 04 2021

BY: Kaitlyn

Occupation (present employment) If not employed, enter "Not Employed".

Item 9a.

Self-employed

Occupational Background (previous employment) If no relevant experience, None or NA must be entered.

United States Marine Corps, Washington State Guard, Flying Tigers Airlines, Hughes Helicopter

Educational Background (schools attended)

Complete name of School	Last Grade completed	Diploma/Degree/Certificate	Course of Study
Ouchita Parish High School	12	Diploma	High School

Educational Background (other) Attach a separate sheet if necessary.

Prior Governmental Experience (elected or appointed) If no relevant experience, None or NA must be entered.

None

Campaign Finance Information Not applicable to candidates for federal office.

A candidate must file a Statement of Organization not later than three business days of first receiving a contribution or making an expenditure and no later than the deadline for filing a nominating petition, declaration of candidacy, or certificate of nomination, whichever occurs first, unless they meet the criteria for an exemption. To meet the criteria, the candidate must serve as their own treasurer, not have an existing candidate committee, and not expect to spend or receive more than \$750 during the entire calendar year (including in-kind contributions and personal funds).

If you have an existing candidate committee you must amend the statement of organization not later than 10 days after a change in information. This includes changes to the election you are active in and the office you are running for.

See the Campaign Finance Manual for the procedural and legal requirements of establishing and maintaining a candidate committee.

Candidate Attestation

By signing this document, I hereby state that:

- I will accept the nomination for the office indicated above;
- I will qualify for said office if elected;
- All information provided by me on this form is true to the best of my knowledge; **and**
- No circulators will be compensated based on the number of signatures obtained by the circulator on a prospective petition

For Major Political Party Candidates

- if not nominated, I will not accept the nomination or endorsement of any political party other than the one named
- I have been a member of said political party, subject to the exceptions stated in ORS 249.046, for at least 180 days before the deadline for filing a nominating petition or declaration of candidacy (ORS 249.031). Does not apply to candidates filing for the office of US President.



Warning

Supplying false information on this form may result in conviction of a felony with a fine of up to \$125,000 and/or prison for up to 5 years. (ORS 260.715). A person may only file for one lucrative office or not more than one precinct committee person at the same election. Unless the person has withdrawn from the first filing, all filings are invalid. (ORS 249.013 and ORS 249.170)

Candidate Signature

01/04/2021

Date

November 06, 2019

Access No.: [REDACTED]

**LESLIE WRIGHT JR
12630 TIDEWATER ST
OREGON CITY OR 97045-8093**

Dear Member:

Navy Federal Credit Union has received your authorization for a one-time Automated Clearing House (ACH) transfer as shown below:

From Account: BANK OF AMERICA, NA Checking: XXXXXXXXXXXXX [REDACTED]
To Account: Navy Federal MasterCard: XXXXXXXXXXXXX [REDACTED]
Amount: \$100.00
Date of Transfer: 11/06/2019

ACH transfer activity may be viewed or edited via Navy Federal Online Banking. Should you have any questions regarding this notice, please contact us toll-free in the U.S. at 1-888-842-6328. For a complete list of international toll-free numbers, visit navyfederal.org or use 1-703-255-8837 for collect international calls.

Thank you for choosing Navy Federal for your financial needs.

Navy Federal Credit Union

PO Box 3000 Merrifield VA 22119-3000

PORTLAND MEDICAL CENTER (848)
3710 SW US VETERANS HOSPITAL RD
PORTLAND OR 97239-2984

VA



U.S. Department
of Veterans Affairs

QUESTIONS OR ADDRESS CHANGE?
Call 1-866-290-4618

LESLIE WRIGHT JR
12630 TIDEWATER ST
OREGON CITY OR 97045-8093

11/23/2020

VA would like to provide you with important information about your VA health care, community care, and prescription copays.

We know that the COVID-19 pandemic has caused financial hardship for some Veterans. That's why we put our monthly patient statements on hold starting on April 6, 2020. We'll begin sending patient statements again in January 2021, and we want to make sure you have the information you need to prepare.

Here's what you need to know for January

In January 2021, you will receive a patient statement that may include the total amount of any:

- New charges for medical care and prescriptions you received from April 6, 2020 through December 31, 2020.

- Unpaid charges for medical care and prescriptions you received before April 2020.

You don't have to make any payments until January 2021. But you can choose to make early payments before January if you'd like.

Your current balance is _____ AS OF NOVEMBER 20, 2020.

If you would like to make a payment at any time between now and January 2021

You can pay in any of the ways listed below. Please have your account number ready when making a payment.

- o Online: www.pay.gov
- o By mail:
Department of Veterans Affairs
PO Box 3978
Portland, OR 97208-3978
- o In person: At a VA medical center agent cashier's office
- o By phone: 888-827-4817

If you can't make your payments when billing starts again:

Please contact VA at 866-400-1238 or 844-698-2311. We can work with you to determine your debt relief options. These may include:

- Establishing a repayment plan
- Requesting a waiver, write off or compromise of your debt
- Requesting a VA Hardship Determination

For more information:

- Visit <https://www.va.gov/health-care/pay-copay-bill/financial-hardship/>
- Or contact your nearest VA health care facility's business office



Monthly Statement

Fred Meyer
rewards

Item 9a.

Cardholder Services
P O Box 551667
Jacksonville, FL 32255



Leslie Wright
12630 Tidewater St
Oregon City, OR 97045

Re: Customer ID - [REDACTED]
Card number - [REDACTED]
Beginning Balance 04/01/2020 [REDACTED]
Ending Balance 04/30/2020 [REDACTED]

It is very important that you contact Customer Service to report any changes in your address or account status. You may obtain information on the remaining balance in your account at any time by calling the number on the back of your card.

Payments and Credits

Date	Transaction Type	Reference	Transaction Amount
Apr 22 2020 6:18PM	Cash Reload (Visa Readylink)	000318973 FRED-MEYER #0355 FRED FRED-MEYER #0355 FRED MEY SALEM OR US	[REDACTED]
Total Payments and Credits			[REDACTED]

Purchases and Withdrawals

Date	Transaction Type	Reference	Transaction Amount
Apr 24 2020 12:12AM	POS Purchase (Domestic)	000426975 SHADOWBOX 347-6699688 NY US	[REDACTED]
Total Purchases and Withdrawals			[REDACTED]

Fees

There were no Fees charged during the specified date range.

Total Fees Prior Month	[REDACTED]
Total Fees Year to Date	[REDACTED]

Holds and Releases

Date	Transaction Type	Reference	Transaction Amount
Apr 24 2020 12:12AM	POS Reconciliation	Credit for pre-authorized amount. [000426975 Shadowbox 347-6699688 NY US (10 day hold)]	[REDACTED]
Apr 22 2020 9:36PM	POS Pre-Authorization	000426975 Shadowbox 347-6699688 NY US (10 day hold)	[REDACTED]
Total Holds and Releases			[REDACTED]

Information about your Account Statement

In Case of Errors or Questions About Your Electronic Transfers -- Call us at 888-853-9535 or write us at Cardholder Services, P.O. Box 551617, Jacksonville, FL 32255 as soon as you can, if you think an error has occurred in your prepaid account or if you need more information about your transactions. We must allow you to report an error until 60 days after the earlier of the date you electronically



HISCOX
PO BOX 6260
Aurora IL 60598-6260

Item 9a.



MDG2020 00000513 01



NBM & ASSOCIATES, LLC
Leslie Wright
511 MAIN ST.
109
OREGON CITY, OR 97045

P. O. Box 31579
CHICAGO, IL 60631

RETURN SERVICE REQUESTED

CAROL STREAM IL 6001

5 OCT 2020 PM 1

POST

10/05/2020

US POSTAGE

\$000.



ZIP 6041M112

OCTOBER 5, 2020

NDM AND ASSOCIATES
511 MAIN ST
STE 109
OREGON CITY OR 97045

1264378

97045-187734



P. O. Box 31579
CHICAGO, IL 60631

RETURN SERVICE REQUESTED

CAROL STREAM IL 6001

5 OCT 2020 PM 5

POST

10/05/2020

US POSTAGE

\$000.



ZIP 6041M112

OCTOBER 5, 2020

NDM AND ASSOCIATES
511 MAIN ST
STE 109
OREGON CITY OR 97045

1264378

Candidate Filing

Major Political Party or Nonpartisan

SEL 101

Rev. 04/22
ORS 149.011

Filing Dates		Candidate Filing	Candidate Withdrawal
Primary Election May 17, 2022	First Day to File Last Day to File	September 9, 2021 March 8, 2022	March 11, 2022
General Election November 8, 2022	First Day to File Last Day to File	June 1, 2022 August 30, 2022	September 2, 2022

Filing Information

This filing is an ☒ Original ☐ Amendment

Office Information

Filing for Office of: *Mirror City OR Rep. City*

District, Position or County: *Clackamas Co.*

Party Affiliation: ☐ Democratic Party ☐ Republican Party ☒ Nonpartisan

Incumbent Judge (for judicial candidates only) ☐ Yes ☐ No ☐ Nondisclosure on file

Filing Method

☒ Fee

Office	Filing Fee	Office	Filing Fee
United States President	n/a	District Attorney	\$50
United States Vice President	n/a	County Judge	\$50
United States Senator	\$150	MSD Executive Officer, MAD Director	\$100
United States Representative	\$100	MSD Councilor	\$25
Statewide Offices	\$100	County Office	\$50
State senator or Representative	\$25	City Office	Set by charter or ordinance
Circuit Court Judge	\$50	Justice of the Peace	n/a

☐ Prospective Petition, in lieu of filing fee

Some circulators may be paid

☐ Yes ☐ No

Candidate Information

Name of Candidate

First MI Last Suffix

Leslie Wright Jr.

How you would like your name to appear on the ballot

Leslie Wright Jr.

Candidate Residence / Route Address

Street Address City State Zip County
1921 Main St, #107 Oregon City OR 97045 Clackamas

Candidate Mailing Address and Contact Information Only one phone number and an email is required.

Street Address or PO Box City State Zip

Above

Work Phone Home Phone Cell Phone Fax

503-519-4038

Email Address Web Site, if applicable

lesliewrightformayor@gmail.com

lesliewrightformayor.com

Race and Ethnicity Optional

African American

Continued on page 2 of this form

Occupation (present employment) If not employed, enter "Not Employed".

Self employed. Owner/CEO NBM & Associates LLC

Occupational Background (previous employment) If no relevant experience, None or NA must be entered.

United States Marine Corp., Washington State Guard, Flying Tiger Airlines

Educational Background (schools attended)

Complete name of School	Last Grade completed	Diploma/Degree/Certificate	Course of Study
Ouachita Parish High School	12	Diploma	General

Educational Background (other) Attach a separate sheet if necessary.

Prior Governmental Experience (elected or appointed) If no relevant experience, None or NA must be entered.

Command Sargent Major Washington State Guard

Campaign Finance Information Not applicable to candidates for federal office.

A candidate must file a Statement of Organization not later than three business days of first receiving a contribution or making an expenditure and no later than the deadline for filing a nominating petition, declaration of candidacy, or certificate of nomination, whichever occurs first, unless they meet the criteria for an exemption. To meet the criteria, the candidate must serve as their own treasurer, not have an existing candidate committee, and not expect to spend or receive more than \$750 during the entire calendar year (including in-kind contributions and personal funds).

If you have an existing candidate committee you must amend the statement of organization not later than 10 days after a change in information. This includes changes to the election you are active in and the office you are running for.

See the Campaign Finance Manual for the procedural and legal requirements of establishing and maintaining a candidate committee.

Candidate Attestation

By signing this document, I hereby state that:

- I will accept the nomination for the office indicated above;
- I will qualify for said office if elected;
- All information provided by me on this form is true to the best of my knowledge; **and**
- No circulators will be compensated based on the number of signatures obtained by the circulator on a prospective petition

For Major Political Party Candidates

- if not nominated, I will not accept the nomination or endorsement of any political party other than the one named
- I have been a member of said political party, subject to the exceptions stated in ORS 249.046, for at least 180 days before the deadline for filing a nominating petition or declaration of candidacy (ORS 249.031). Does not apply to candidates filing for the office of US President.



Warning

Supplying false information on this form may result in conviction of a felony with a fine of up to \$125,000 and/or prison for up to 5 years. (ORS 260.715). A person may only file for one lucrative office or not more than one precinct committee person at the same election. Unless the person has withdrawn from the first filing, all filings are invalid. (ORS 249.013 and ORS 249.170)

ORS 192.355(2)(a)

Candidate Signature

Date

June 10, 2022

PAID JUN 17 2022

BY: _____

Account #: **ORS**
 Account Name: **Leslie Wright**
 Due Date: **05/01/2022**
 Statement Date: **04/13/2022**
 Total Charges: **ORS**
 Service Address: **1921 Main St # 107**
 Oregon City, OR 97045
 Web Pin: **ORS**

Utility Statement for Edgewater at the Cove

CURRENT RENT AND LEASE CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Rent	05/01/2022 - 05/31/2022	ORS 192.355(2)(a)
Trash Fee	05/01/2022 - 05/31/2022	
Rent and Leasing Charges Due 05/01/2022		
Total Current Charges		

Your move-in date is 03/31/2022, which is within the billing cycle. Any applicable charges have been prorated.

Wash your fruits and vegetables in a pan of water instead of running water from the tap. You could then reuse it to water houseplants.

Conservice offers E-Statements! Log onto our website or call 1-866-947-7379 for more info!

Please see reverse for charge explanations and messages



Account #..... **OR** Edgewater at the Cove
 Amount Due..... **ORS**
 Due Date..... **05/01/2022**

*Past due amounts are not shown here. Your leasing office can check your ledger for overdue amounts and late fees.

Pay amount due to the leasing office by date specified. You might have a balance or additional charges through your community's leasing office that are not listed on this bill. For final amounts due, please check with the office.

0007304 01 AV 0.426 **AUTO H8 0.0272 97045-109132 -C01-P07311-I



LESLIE WRIGHT
1921 MAIN ST # 107
OREGON CITY, OR 97045-1091

Your payment should be made out to:

Edgewater at the Cove
 1937 Main St
 Oregon City OR 97045



PORTLAND VA MEDICAL CENTER
3710 SW US VETERANS HOSPTL RD
PORTLAND OR 97239-2964



Leslie Wright Jr
1921 Main St Apt 107
Oregon City OR 97045-1091

Presorted
First-Class Mail
U.S. Postage
PAID
Permit No. 53
ZIP 95660-9998

31

Jakob Wiley

From: Elections <Elections@clackamas.us>
Sent: Monday, June 13, 2022 8:18 AM
To: Jakob Wiley
Subject: RE: Leslie Wright, Jr Candidacy

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.

Hello,

Yes, Leslie Wright Jr has been actively registered in the city of Oregon City since 01.07.2021.

Thank you,

Tiffany Clark

tclark2@clackamas.us

*Senior Elections Specialist
Clackamas County Elections
1710 Red Soils Ct. #100
Oregon City, OR 97045
503-655-8510
www.clackamas.us/elections*

From: Jakob Wiley <jwiley@orccity.org>
Sent: Friday, June 10, 2022 1:23 PM
To: Elections <Elections@clackamas.us>
Cc: recorderteam <recorderteam@orccity.org>
Subject: Leslie Wright, Jr Candidacy

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

Dear Elections,

Could you confirm the (1) residency of Leslie Wright, Jr in Oregon City for the last year and (2) if he is registered to vote in Oregon City?

Thank you,
Jakob



Jakob Wiley, JD, MS

City Recorder

Jwiley@orccity.org

City of Oregon City

PO Box 3040

625 Center Street

Oregon City, Oregon 97045

Office Hours: Mon – Fri, 8 am – 5 pm

503-496-1509 Direct phone

503-657-0891 City phone

503-657-7026 fax

The City of Oregon City continues to offer services and programs in-person and online - find facility hours of operation [here](#).

Website: www.orccity.org | [Recorder Page](#) | [Facebook!](#) | [Twitter](#)

PUBLIC RECORDS LAW DISCLOSURE: *This e-mail is subject to the State Retention Schedule and may be made available to the public.*

Jakob Wiley

From: Woyvnee Gray <[REDACTED]>
Sent: Saturday, June 25, 2022 9:16 AM
To: Jakob Wiley
Subject: Re: Mayor

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

I am willing to go into a court of law and testify to what i am telling you.

On Fri, Jun 24, 2022, 3:33 PM Woyvnee Gray <[REDACTED]> wrote:

I met him November 2021 and I stand corrected he is renting. Maybe check the homeowners association.

On Fri, Jun 24, 2022, 3:17 PM Jakob Wiley <jwiley@orccity.org> wrote:

Dear Woyvnee,

Thank you for the additional information. Could you let us know when you met him at the Willsonville address? We can't seem to find record of his ownership of the home.

Thanks,

Jakob

Jakob Wiley, JD, MS

City Recorder

[Jwiley@orccity.org](mailto:jwiley@orccity.org)
City of Oregon City
PO Box 3040
625 Center Street
Oregon City, Oregon 97045

Office Hours: Mon – Fri, 8 am – 5 pm
503-496-1509 Direct phone
503-657-0891 City phone
503-657-7026 fax

The City of Oregon City continues to offer services and programs in-person and online - find facility hours of operation [here](#).

Website: www.orcity.org | [Recorder Page](#) | [Facebook!](#) | [Twitter](#)

PUBLIC RECORDS LAW DISCLOSURE: This e-mail is subject to the

State Retention Schedule and may be made available to the public.

From: Woyvnee Gray <[REDACTED]>
Sent: Friday, June 24, 2022 12:59 PM
To: Jakob Wiley <jwiley@orcity.org>
Subject: Re: Mayor

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.

29118 san miguel ln Wilsonville

On Tue, Jun 21, 2022, 2:01 PM Jakob Wiley <jwiley@orcity.org> wrote:

Dear Woyvnee,

Thank you for your email. Could you provide the address in Wilsonville for our review of the City's residency requirements? Also, could you let us know if this is a business address or some other use?

Thank you,
Jakob

Jakob Wiley, JD, MS

City Recorder

[Jwiley@orcity.org](mailto:jwiley@orcity.org)
City of Oregon City
PO Box 3040
625 Center Street
Oregon City, Oregon 97045

Office Hours: Mon – Fri, 8 am – 5 pm
503-496-1509 Direct phone
503-657-0891 City phone
503-657-7026 fax

The City of Oregon City continues to offer services and programs in-person and online - find facility hours of operation [here](#).

Website: www.orcity.org | [Recorder Page](#) | [Facebook!](#) | [Twitter](#)

PUBLIC RECORDS LAW DISCLOSURE: This e-mail is subject to the

State Retention Schedule and may be made available to the public.

From: Woyvnee Gray <[REDACTED]>
Sent: Tuesday, June 21, 2022 1:12 AM
To: Jakob Wiley <jwiley@orccity.org>
Subject: Re: Mayor

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.

Thank you for your response.

I would like to inform you that one of your candidates, Mr. Leslie Wright Jr, does not live in Oregon City. I know this for a fact. Im sure he may of told you otherwise but the truth of the matter is he is a liar and fraud. His so called Oregon City resident is actually being used as a office for his business. He does not live there he just wants it to look that way so he can run for Oregon City mayor. He actually lives in Wilsonville. I know this because i have been to his house in Wilsonville and he told me his plan to rent a apartment in Oregon City to make people think he lived there but was actually going to use it as a office for his business inorder to run for Oregon City mayor.

If you have any further questions i can be reached at [REDACTED] or by email.

Thank you

Woyvnee Gray

On Mon, Jun 20, 2022, 7:40 AM Jakob Wiley <jwiley@orccity.org> wrote:

Dear Woyvnee,

Thank you for your email. A candidate must (1) have lived in Oregon City (inside the city limits) for at least the twelve months and (2) be an elector in Oregon City (registered to vote).

More information is available here: <https://www.orcity.org/cityrecorder/city-commission-election>

Thank you,

Jakob

From: Woyvnee Gray <[REDACTED]>
Sent: Sunday, June 19, 2022 12:16:06 PM
To: recorderteam <recorderteam@orcite.org>
Subject: Mayor

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.

What are the requirements if you are going to run for mayor of Oregon City?

Jakob Wiley

From: Denyse MCGRUFF <[REDACTED]>
Sent: Thursday, June 30, 2022 3:35 PM
To: Jakob Wiley
Cc: Tony Konkol
Subject: FW: your running mate leslie wright

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

I just got off a call with Lango Hanson about the park, so did not read this through. You already are already aware, but I am forwarding it to you. I, of course, am taking no action whatsoever on this. Thank you, Denyse

From: Denyse for OC <denyseforoc@gmail.com>
Sent: Thursday, June 30, 2022 8:52 AM
To: Denyse MCGRUFF <guttmcg@msn.com>
Subject: Fwd: your running mate leslie wright

----- Forwarded message -----

From: **woyv gray** [REDACTED]
Date: Wed, Jun 29, 2022 at 8:15 PM
Subject: your running mate leslie wright
To: denyseforoc@gmail.com <denyseforoc@gmail.com>

Good Evening,

My name is Woyvnee Gray. I want to let you know Leslie Wright Jr. is a liar and cheat. He is not a resident of Oregon City. He actually lives in Wilsonville. His address is 29118 San Miguel Ln. Wilsonville. I know this for a fact. Last year he told me that he was going to run for mayor of Oregon City and how he planned to do so sence he does not live in Oregon City. I am willing to testify in a court of law to what I am telling you.

I can be reached by email or phone. [REDACTED]

Woyvnee Gray

Jakob Wiley

From: Tony Konkol
Sent: Friday, July 1, 2022 3:51 PM
To: Jakob Wiley
Subject: FW: Request for hearing RE residency of Leslie Wright Jr.

----- Forwarded message -----

From: "Jesse A. Buss" <[REDACTED]>
 Date: Jun 30, 2022 12:48 PM
 Subject: Request for hearing RE residency of Leslie Wright Jr.
 To: Frank O'Donnell <fodonnell@orcity.org>, Rocky Smith <rsmith@orcity.org>, Adam Marl <amarl@orcity.org>
 Cc: Bill Kabeiseman <billkab@batemanseidel.com>

Dear Commissioners O'Donnell, Smith, and Marl:

I've left Commissioner McGriff off of this email because of her clear conflict of interest in this matter.

It has come to my attention (this morning) that Leslie Wright Jr. may not be a resident of Oregon City for purposes of the August and November mayoral elections. If this is true, he is not qualified to be on the ballot for either election.

The person who reached out to me, Ms. Woyvnee (pronounced "wah - venn - eee") Gray states that she is a former employee of Mr. Wright's, and that while she was still working for him in December 2021, there is no doubt that he was living in Wilsonville. She apparently worked for Mr. Wright from that location, and will testify to her myriad observations of him residing at that Wilsonville home.

The Oregon City Charter, Section 13 ("Qualifications of Officers") states that: "No person shall be eligible for an elective office of the city unless at the time of his election he is a qualified elector within the meaning of the state constitution and has resided in the city during the twelve months immediately preceding the election. **The commission shall be the final judge of the foregoing qualifications and election of its own members.**" It may, therefore, be appropriate for the City Commission to set a hearing on this matter.

The County has informed me that their deadline to make changes to the August 23rd election ballot is end-of-business on July 5th. I realize it may be difficult to have a hearing by then. But certainly there is time for such a hearing before the election occurs.

Thank you for your consideration.

Sincerely,

Jesse Buss



Jesse A. Buss, Attorney
 Willamette Law Group

[REDACTED]
 Oregon City OR 9 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

www.WillametteLawGroup.com

For existing legal matters, you may also contact my legal assistant, Michael Peck, at [REDACTED] and [REDACTED].

Item 9a.

Note: this email and any attachments will NOT follow via U.S. Mail or fax unless otherwise stated above.

This message may contain confidential communications and/or privileged information. If you have received this message in error, please delete it and notify the sender.



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 7/6/2022
From: Aquilla Hurd-Ravich, Community Development Director

SUBJECT:

House Bill 2006 Shelter Siting Application Form Approval

STAFF RECOMMENDATION:

Staff recommends approval of the application form.

EXECUTIVE SUMMARY:

On November 3, 2021 and subsequently on January 5, 2022 staff gave an update on the implementation of House Bill 2006, legislation that requires cities to allow emergency shelter siting. The Commission reviewed a draft application, which addressed criteria set out in legislation that must apply to emergency shelters. After receiving feedback from the Commission, staff amended the application form to require an emergency shelter provide a contact number for the public to use if needed. Additionally, the form now requires documentation that the shelter operator is one of the types listed in the legislation. The revised application is attached.

BACKGROUND:

House Bill 2006 temporarily allows certain qualifying providers to develop emergency shelters in existing buildings or on vacant lands without the need for any land use approval, except for natural resource or geologic hazard overlays. The statute provides:

A local government shall approve an application for the development or use of land for an emergency shelter, as defined in section 2 of this 2021 Act, on any property, notwithstanding ORS chapter 195, 1097, 197A, 215 or 227 or any statewide plan, rule of the Land Conservation and Development Commission or local land use regulation, zoning ordinance, regional framework plan, functional plan or comprehensive plan, if the emergency shelter: [complies with certain conditions]

This law requires the City to approve an emergency shelter application under HB 2006 so long as the application complies with the criteria contained within the new law. The right to public comment, a hearing, or appeal are not allowed. The City does not have discretion to review or otherwise deny this application for reasons not specified in the law.

The City used examples from the cities of Bend and Eugene for examples of clear and objective criteria to allow shelters under HB 2006. The Planning Division will review all applications submitted in accordance with the House Bill. Approval requires demonstration of compliance with a variety of criteria including:

- A location within a close proximity of a bus stop with daily service, commercial/medical services, or transportation to commercial/medical services
- A location actively served by Police, Fire, Emergency Services, City/CRW Water, City Sewer, and Electricity
- Health and safety protocols related to COVID-19 or other public health concerns.
- A shelter code of conduct or screening policy for clients.
- A 24 hour phone number for the community

The review will require the applicant to submit a completed application form as well as supplemental documentation such as a floorplan and proof of access to commercial/medical services. Upon receipt of the application, inspection and approval is required from the Building Division as well as Clackamas Fire.

The clarification of the House Bill is timely because on September 23, 2021, the City received an application seeking approval for an Emergency Shelter under House Bill 2006. The Planning Department will process the request once the form is approved.

OPTIONS:

1. Approve the HB 2006 Shelter Siting application.
2. Do not approve the HB 2006 Shelter Siting application.



Highlighted text indicates new
wording since the 1.5.22
Commission Meeting

HB 2006 Shelter Siting

On May 12, 2021, Governor Brown signed into state legislation [HB 2006](#), a bill intended to respond to the current statewide housing crisis authorizing cities to site emergency shelters if certain conditions are met. The new law took effect immediately and requires local governments to approve an application for an emergency shelter regardless of state or local land use laws, if the application meets specific approval criteria outlined in the bill. An "emergency shelter" provides "shelter on a temporary basis for individuals and families who lack permanent housing." Any emergency shelter use or activity specifically authorized below may not be put to any other use without securing the necessary land use approval as required by state law and the Oregon City Municipal Code.

HB 2006 is not a land use decision and it removes state requirements for a mailed notice, public hearing, or solicitation of public comment on an application. Local governments are obligated to approve applications for shelters that meet the criteria below. Decisions under HB 2006 may not be appealed to the Planning Commission, City Commission or the Land Use Board of Appeals but may be appealed using the writ of review process provided under ORS 34.010 – 34.100.

Applicant Information

Site Address or Clackamas County Map and Tax Lot: _____

Applicant Name/Company: _____

Phone Number: _____ Email Address: _____

Shelter Information

Type of Shelter Proposed (Mark all that apply):

- ☐ Warming Shelter
- ☐ Cooling Shelter
- ☐ Day Shelter

- ☐ Night Shelter
- ☐ Other

Shelter Activities Proposed (Mark all that apply):

- ☐ Showering/Bathing
- ☐ Storage of Personal Property
- ☐ Laundry Facilities
- ☐ Service of Food (Prepared on-site or off-site)
- ☐ Recreation Areas for Children or Pets

- ☐ Case Management Services for housing, financial, vocational, educational, physical/behavior health care
- ☐ Other Services Incidental to the Shelter

Are there any Charges to Clients? Please explain. _____

Hours of Operation: _____

Maximum Number of Clients: _____

Date Beginning Operation: _____

Please note a shelter approved under HB 2006 must be in operation within 2 years of application approval

Will the proposed shelter be operated by one of the following types of entities/organizations?

- ☐ A local government
- ☐ An organization with at least two years' experience operating an emergency shelter using best practices that is:
- ☐ A local housing authority as defined in ORS 456.375
 - ☐ A religious corporation as defined in ORS 65.001
 - ☐ A public benefit corporation whose charitable purpose includes the support of homeless individuals and that has been recognized as exempt from income tax under section 501(a) of the Internal Revenue Code on or before January 1, 2018
- Years Experience: _____
- ☐ A nonprofit corporation partnering with any of the above entities.

Partner Entity: _____ Years Experience: _____

<u>Additional Questions</u>	<u>Check if Yes</u>	<u>Check if No</u>	<u>Check if Not Applicable</u>	<u>Staff</u>
Is the proposed use an "emergency shelter", defined as a building or cluster of buildings that provides shelter on a temporary basis for individuals and families who lack permanent housing? <i>Required.</i>				
Is a fee charged to clients? <i>No more than \$300 per month per client and only to clients who are financially able to pay the fee and who request the services.</i>	Fee: _____			
Is the proposed shelter located in an existing building?				
Does the location include a new building or expansion of any existing building located in area within a Natural Resource Overlay, Floodplain Overlay, or Geologic Hazards Overlay?				
Is the subject site (<i>one required</i>): ☐ Within ½ mile of a bus stop with daily service ☐ Within ½ mile of commercial & medical services, such as grocery, library, hospital or urgent care services necessary to support sheltered individuals ☐ Provide transportation to commercial & medical services Please explain:				

- A religious corporation as defined in ORS 65.001
- A public benefit corporation whose charitable purpose includes the support of homeless individuals and that has been recognized as exempt from income tax under section 501(a) of the Internal Revenue Code on or before January 1, 2018; or
- A nonprofit corporation partnering with any of the above entities.

After submittal of an application, staff will verify all necessary documents are submitted and contact the applicant to perform a site visit.

Staff use:

Reviewed By (Oregon City Planning): _____ Date: _____

Decision: ☐ Approved ☐ Approved with Conditions ☐ Denied

Reviewed By (Oregon City Building): _____ Date: _____

Decision: ☐ Approved ☐ Approved with Conditions ☐ Denied

Reviewed By (Clackamas County Fire): _____ Date: _____

Decision: ☐ Approved ☐ Approved with Conditions ☐ Denied

OVERALL DECISION (COMMUNITY DEVELOPMENT DIRECTOR): _____ Date: _____

Decision: ☐ Approved ☐ Approved with Conditions ☐ Denied



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Tony Konkol, III, City Manager

Agenda Date: 7/6/2022

SUBJECT:

First Reading of Ordinance 22-1003, Exempting Special Event Vendors from the Requirement to Obtain a Business License

STAFF RECOMMENDATION:

Staff recommends the approval of the first reading of Ordinance No. 22-1003

EXECUTIVE SUMMARY:

The Oregon City Economic Development Department seeks the City Commission's adoption of an ordinance that will streamline the process for approval of special public events held within the City and makes it more affordable for vendors and organizers to produce special public events.

BACKGROUND:

The Oregon City Economic Development Department seeks to streamline the process for approval of special public events held within the City and to make it easier for vendors and organizers to produce special public events. Currently, the existing ordinance governing special public events require a business license for the event organizer as well as for all other vendors participating with the organizer. Further, staff recognizes that imposing the current fee to acquire a business license for a vendor participating in a temporary event, makes it difficult for the vendor to justify participating in a special public event; hence, contributing to a perception of an unfriendly business environment.

OPTIONS:

1. Approve the adoption of Ordinance No 22-1003
2. Do not approve the adoption of Ordinance No 22-1003

ORDINANCE NO. 22-1003

AN ORDINANCE OF THE CITY OF OREGON CITY EXEMPTING SPECIAL PUBLIC EVENT VENDORS FROM THE REQUIREMENT TO OBTAIN A BUSINESS LICENSE

WHEREAS, Oregon City Municipal Code (OCMC) Section 5.04.060 requires any person that engages in an “any business, profession, trade or calling for which a license” to obtain a business license; and

WHEREAS, OCMC 5.04.030 exempts “[a]ny person whose income is based solely on an hourly, daily, weekly, monthly or annual wage” and “[a]ny person conducting a garage sale or other isolated sale not on a continuing basis where the merchandise is composed of the real or personal property of the seller not acquired for the purpose of resale” from the requirement to obtain a license; and

WHEREAS, OCMC 5.04.170 prohibits sales of goods on any “streets, alleys or sidewalks of the city, from any booth, wagon, truck or other vehicle or otherwise within the city” without first obtaining a business license; and

WHEREAS, The City desires to streamline the process for approval of special public events held within the City and the City desires to exempt vendors and other business at special public events from the requirement to obtain a business license.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. OCMC 5.04.020 is amended to include the additional definition as follows:

“Special public event” means one-time or repeated events that are open to the public and are conducted on city property, including city right-of-way or city parks.

Section 2. A new section, OCMC 5.04.035, is hereby added to the code, to provide as follows:

5.04.035 – Special Public Events.

Any person who organizes a special public event requires a temporary business license, except as set forth in this section.

An organizer of a special public event does not need to obtain a second business license if the organizer already has a business license. In addition, any vendor at a special public event need not obtain a business license if the organizer of the special public event has a business license.

If a special public event is organized by a government agency, the organizer does not need a business license, nor do any vendors who participate in the special public event.

Read for the first time at a regular meeting of the City Commission held on the 6th day of July 2022, and the City Commission finally enacted the foregoing ordinance this 20th day of July 2022.

DENYSE C. MCGRUFF
Commission President

Attested to this 20th day of July 2022,

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney



CITY OF OREGON CITY

Staff Report

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

To: Oregon City Commission/Work Session
From: Tony Konkol, City Manager

Agenda Date: July 6, 2022

SUBJECT:

Oregon City Economic Development Strategic Plan

STAFF RECOMMENDATION:

Approve the Oregon City Economic Development Strategic Plan as presented with accomplishments to date.

EXECUTIVE SUMMARY:

The initial presentation of the Oregon City Economic Development Strategic Plan to the City Commission was conducted on December 7, 2021. The full plan was presented on March 16, 2022. Staff have continued to provide reports and request feedback on the goals and strategies in the Economic Development Strategic Plan. Staff present this report and the attached Executive Summary as an opportunity for the City Commission to vote on the Economic Development Strategy and the resulting implementation strategies.

BACKGROUND:

Approximately 60% of the Economic Development Strategic Plan is now being implemented. On June 7, 2022, staff shared an update on the implementation of the Economic Development Strategy, focusing on the establishment of the Entrepreneurial Opportunity Loan Program. On June 15, 2022, City Commission unanimously approved the Loan Program. The launch of this small business loan program is shown as an accomplishment under the Entrepreneurship category in the attached Status Report.

As described in previous staff reports (including the report dated June 7, 2022), the Economic Development Department will accomplish its vision by implementing various program initiatives within these five broad strategic areas:

- Business Retention and Expansion
- Business Attraction

- Entrepreneurism
- Urban Renewal
- Tourism Development

Attached to this staff report is a Status Report indicating progress in each strategic area.

OPTIONS:

1. Approve Oregon City's 2022-2027 Economic Development Strategic Plan in its entirety and offer input and comments.
2. Do not approve the 2022-2027 Economic Development Strategic Plan.

BUDGET IMPACT:

Amount	\$1,380,000
FYs	FY21-FY23
Funding Source	ARPA and General Fund

Oregon City Economic Development Strategy

STRATEGIC INITIATIVES 2022-2027

EXECUTIVE SUMMARY INCLUDES UPDATED STRATEGIES AND MILESTRONES MATRIX



Economic development is a strategic and collaborative process that creates an environment that systemically supports new investment, creates and/or retains jobs, and broadens the tax base, therefore, improving the quality of life of people.

James Graham, CECd
Economic Development Manager

Contents

Executive Summary	i
I. Strategic Plan Introduction	1
II. Vision: An Environment for Growth and Development ...	3
III. Assessment of Oregon City's Economic Climate	4
IV. Oregon City Goals, Strategies and Milestones.....	29
A. Business Retention and Expansion	
B. Business Attraction	
C. Entrepreneurial Support	
D. Urban Renewal District	
E. Tourism	
V. Budget Information	45
VI. Acknowledgements	49
VII. Appendix.....	51

DRAFT

EXECUTIVE SUMMARY

The 2022-2027 Oregon City Economic Development Strategy establishes a path to guide the Economic Development Department and the City in its work and partnership efforts. It is the culmination of more than a year of dedicated effort and input collected from community residents, business owners, City leaders, economic development and workforce policy leaders and other stakeholders.

Specific to economic and tourism development, the City Commission of Oregon City stated that its goals are to:

- promote tourism and support economic development to foster community sustainability
- support improvements and partnerships that contribute to our hometown feel and showcase Oregon City's unique community identity

The Oregon City Economic Development Strategy builds on these goals. It also integrates the insights of the OC2040 Comprehensive Plan Update. More specifically, the City's Economic Development Strategy offers goals and strategies aimed at fostering a **diverse, resilient, and vibrant** local economy.

The City's Economic Development Strategy supports actions, policies and programs that foster an environment for growth by targeting industry clusters including:

- *Light manufacturing and assemblage**
- *Logistics and wholesale distribution**
- *Healthcare**
- *Professional, Scientific, and Technical Services (especially electronic connectivity)**
- *Tourism**

Cultivating growth of tourism-facing businesses and tourism-related nonprofits is important to Oregon City's economic landscape. The strategic plan calls for the building of a much-needed tourism infrastructure. An industry that provides more and different activities will attract more visitors to Oregon City.

Equally important, the Oregon City Economic Development Strategy encourages policies and initiatives that provide opportunities for everyone seeking entry and growth in the local community's labor force. With an emphasis on **workforce development** and the expansion of **local childcare services**, the economic development strategy supports programs and investment that mitigates barriers to entry and advancement in the workforce.

A. The Economic Development Strategic Plan Steering Committee

With the support of the City Commission, the Economic Development Department assembled the Economic Development Strategic Plan Steering Committee, a group of experienced professionals representing businesses, academia, government, and nonprofit organizations. The steering committee's mission was to support the creation of a holistic strategic plan designed to create an environment that

encourages new business investment/expansion and supports innovative approaches that will result in a more resilient economic landscape.

B. Foundational Underpinnings of the Economic Development Strategic Plan

1) Action vs Planning

While it is important to conduct research and develop plans to create preferred outcomes cited in a business plan or strategic plan, it is vital to create strategies to be implemented based on the research and plans. The economic development staff and its partners will implement the proposed strategies cited in this plan.

2) Flexibility vs Rigidity

The Oregon City Economic Development Department reserves the right to adjust strategies based on either new information that requires adjustments in strategies or the recognition that proposed strategies are not resulting in expected outcomes. To that end, the 2022-2027 Economic Development Strategic Plan is a living document that will be modified and updated as needed.

3) Encouraging Private Investment vs Taking Actions that Stifle Economic Growth

Oregon City's Economic Development Strategic Plan prescribes leveraging public/private partnerships in impactful ways to influence the behavior of fundamental market forces on the local level to encourage investment.

Although many market forces are beyond local control, such as the U.S Rate of Inflation, there are some local policy or administrative actions that can be implemented to influence the behavior of private and nonprofit investment such as the City establishing flexible System Development Charge payment arrangements ("SDCs") or reducing the SDCs for childcare facilities thereby encouraging the proliferation of childcare businesses. The City's support of childcare will assist individuals with young children to pursue work and job training opportunities previously outside of their reach.

4) Leveraging Viable Partnerships vs Venturing Out Alone

The Oregon City Economic Development Department will work to identify viable partners that are not only capable of being effective in fulfilling their own mission but share similar goals to make an impact on long-standing challenges or impediments to economic growth.

ECONOMIC DEVELOPMENT VISION

By 2027, Oregon City has a robust, resilient, and diversified economy. Residents live, work, and play while having access to multiple amenities within the region. Businesses flourish due to a business-friendly environment that supports for-profit enterprise and nurtures private nonprofit entities. For

anyone who seeks employment, investments made by for-profit and nonprofit organizations provide opportunities for upward mobility through job creation and technical skill training.

The Oregon City 2040 Comprehensive Plan revision describes Oregon City's economy as "vibrant, diversified and resilient." The 2022-2027 Economic Development Strategic Plan shares these aspirations. The Economic Development Department will accomplish its vision by implementing various program initiatives within these five broad strategic areas:

- Business Retention and Expansion
- Business Attraction
- Entrepreneurism
- Urban Renewal
- Tourism Development

ASSESSMENT OF OREGON'S CITY ECONOMIC CLIMATE

Oregon City is experiencing an important time of change and opportunity. Over the past 20 years, Oregon City's population has grown by more than 10,000 people, an increase of close to 40%. Approximately, 38,000 people now call Oregon City home. Oregon City is the County Seat for Clackamas County and is an important economic driver for the County. Oregon City's businesses employed almost 10% (9.7%) of Clackamas County's workforce in 2019.

From 2000 to 2014-2018, Oregon City's median age increased by five years from 33 to 38. Oregon City's aging population is consistent with County and statewide trends. Over the next 20 years, Clackamas County's population of 60 years of age and older is expected to grow to 31%, increasing by 34,418 people.

Income and wages affect business decisions for locating in a city. Areas with higher wages may be less attractive for industries that rely on low-wage workers. In the 2014-2018 period, Oregon City's median household income (\$71,856) was below the county median (\$76,597). In 2018, average wages at private businesses in Oregon City (\$46,524) was also below the county average (\$52,589).

A. Educational Attainment

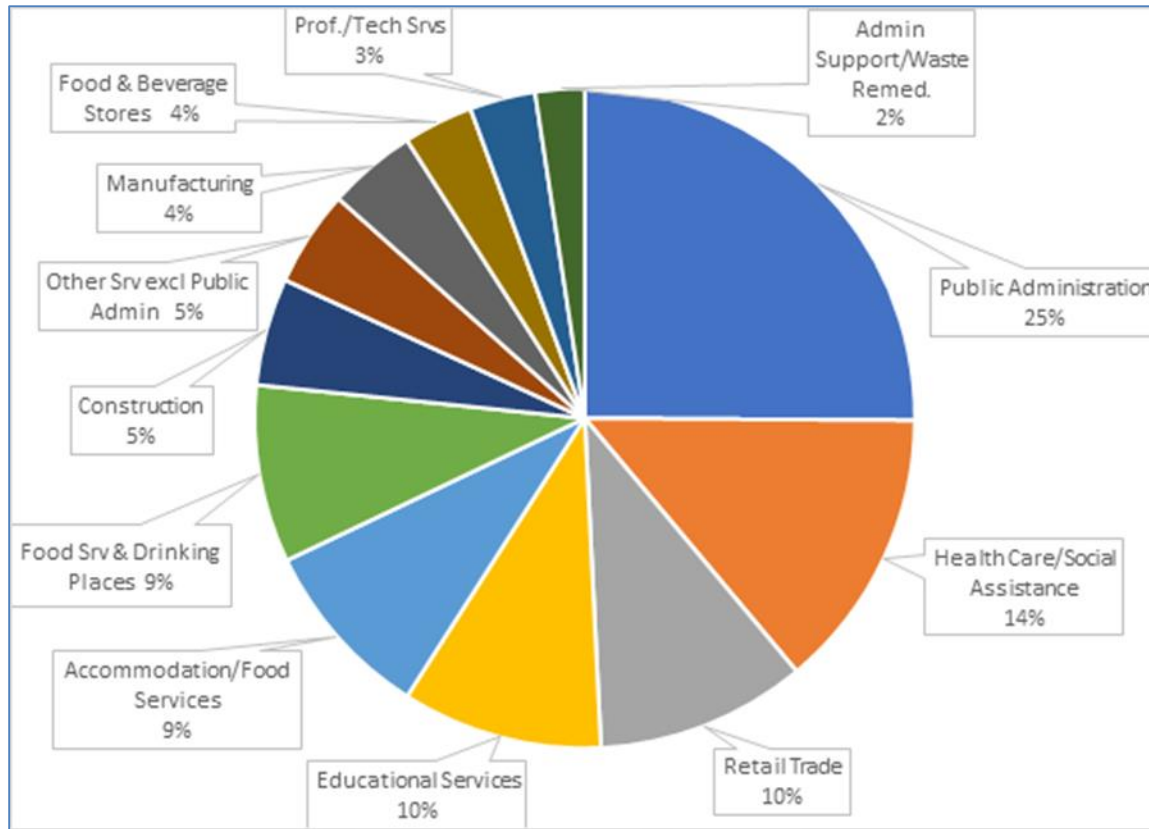
In 2019, Oregon City has a higher percentage of its population, 25 years and older, with a high school education (25.8%) and with some college or associate degree (40.5%) compared to Clackamas County and Oregon.

On the other hand, Oregon City has a much smaller portion of its population with a bachelor's degree or higher (26.3%) than either Clackamas County or Oregon. Residents of Oregon City show a greater percentage of its residents that did not fully complete their college or associate-level education.

B. Occupations and Industries

In 2021, the sectors with the greatest number of employees in Oregon City were Public Administration (25.4%), Health Care and Social Assistance (14%), Retail Trade (10.4%), Educational

Services (10%) and Accommodation/Food Services (9%). Graph 1 below displays this information and includes additional sectors of employment.



Oregon City's Workforce by Sector

C. Commercial and Industrial Real Estate Market

- The average rent for commercial space increased from \$15.64 in 2015 to \$19.48 per square foot in 2019. Only to drop back to nearly its 2015 rent levels in 2020.
- Over the last several years, the average rent for industrial space has been about \$12 per square foot. Vacant industrial space has been historically limited in Oregon City.
- As of 2020, the average rent per square foot for retail space was \$15.11, compared to \$19.48 for office space.

STRENGTHS, WEAKNESSES, OPPORTUNITIES, AND THREAT ANALYSIS ("SWOT ANALYSIS")

A. Oregon City has several **STRENGTHS** that should be noted:

- 1) **GOOD LOCATION:** The community is close to important markets within the region.

- 2) **TRANSPORTATION INFRASTRUCTURE ASSESTS:** Businesses in Oregon City can easily access markets in the Portland Region as well as broader markets due to a good road system network.
- 3) **LABOR MARKET:** The commuting patterns show that businesses in Oregon City have the potential of attracting skilled and unskilled workers living around the region.
- 4) **COST OF DOING BUSINESS:** Compared to the Portland Region, commercial real estate is traditionally more affordable in Oregon City.
- 5) **TOURISM AND ACCESS TO OUTDOOR RECREATION:** The community's history legitimately establishes it as the State's original hometown.

B. Oregon City does face notable **WEAKNESSES**:

- 1) **LACK OF LARGER TRACKS OF LAND:** Manufacturers, as well as logistic companies, are looking for available land of ample size (at least 15 acres).
- 2) **NEED FOR FLEX SPACE OR "SPEC" BUILDINGS:** On a monthly basis, the Economic Development Department receives requests for flex space and/or spec between 50,000 sq ft up to 100,000 sq ft.

C. The City has great **OPPORTUNITIES** in its future:

- 1) **TOURISM AND OUTDOOR RECREATION:** Oregon City is located at the confluence of the Willamette and Clackamas Rivers. On the Willamette River, there are boat launches, nature trails and a City park. The city's downtown is an important investment that helps the community to establish its niche in the tourism market.
- 2) **THE URBAN RENEWAL DISTRICT:** If applied to stimulate private investments with complementary public investments, a multiplier effect will occur that supports the growth of small businesses throughout the community.

D. Several **THREATS** endanger the community's economic growth

- 1) **CLACKAMAS COUNTY COURTHOUSE – PENDING RELOCATION:** Although the Circuit Court will remain in Oregon City, its new location is far enough removed from the downtown to threaten the livelihood of many small restaurants and other types of businesses there.
- 2) **RISING COST OF DEVELOPMENT –** Increasing development costs will either slow or stop business investment in Oregon City.

- 3) **SKILLED-LABOR FORCE CONSTRAINTS** - Younger workers are not replacing older skilled employees in sufficient numbers.
- 4) **CHILDCARE CONSTRAINTS:** The lack of childcare services forces parents to forgo work opportunities and the associated income.
- 5) **PERCEPTION OF NOT BEING BUSINESS FRIENDLY:** Creates a hesitancy to invest in the city at a time when the community may need it most.

DRAFT

OREGON CITY'S ECONOMIC DEVELOPMENT STRATEGIC PLAN: GOALS, STRATEGIES, MILESTONES

A. BUSINESS RETENTION AND EXPANSION (“BRE” Program)

Supporting local companies to remain in the community and to assist them with expansion plans, whenever possible, is at the heart of economic development. Oregon City's Economic Development team assists Oregon City businesses to find resources, including employees, financing, and real estate investment opportunities. In addition, there are certain industries in the community that have a strong economic presence that staff has identified as part of the BRE strategy.

GOALS	STRATEGIES	MILESTONES	STATUS/FURTHER IMPLEMENTATION
Retain and foster local business through proactive outreach and communication	*Meet with 5 businesses every quarter *Focus on select industries *Distribute Business Resource Kits *Catalog business' needs And develop responses	*Meet with 20 businesses - December 2022 *Develop BRE Kits –July 2022	• Restaurant BRE campaign Dec. and Jan. (18 restaurants visited) • Business “leave behind” brochure complete • Assisting manufacturing company with new operational configuration
Workforce Development: Support the development of a systemic skills training and job placement network	*Focus on individuals between the ages of 18 –35. *Work to Launch “Talent Ready Initiative,” A Pilot Program	*Develop Draft of Partnership Agreements with Agencies – Aug 2022 *Identify/Recruit Employers – Sept. 2022 *Market/Promote Talent Ready – January 2023	• Development of Talent Ready program started involving – education, workforce development, and training institutions on the state, county and local levels.
Increase the Number of Childcare Opportunities for Children ages 0 to 5 yrs.	*Childcare Center Feasibility Study *Childcare Forgivable Loan Program *Recruit New Childcare Providers	*Identify 3 to 5 employers to support funding a childcare center –July 2022 *Feasibility Study- Done *Attract 1 to 3 new childcare	• 1 new childcare organization in Oregon City – Mari's Little Lambs. Partner CWP. • Meetings with local manufacturers about

		businesses to Oregon City – Dec 2023 *Establish a Forgivable Loan Fund – July 2022	childcare benefits for employees as part of workforce attraction and retention
Establish and Promote an Ombudsman Business Advocacy Program	*Provide customer service training to City Staff *Maintain a data base to track customer/client engagement	*Customer Service Training – March 2022 *Establish standard operating procedures/guidelines – Nov 2022 *Establish a CRM data base program – Dec 2022	• “Business Friendly” Government – Active member of the Government and Economic Affairs Committee, Oregon City Chamber • Ombudsman/Business Advocacy - Begun process of internal interviews with Planning and Public Works

BRE Program	<i>Started</i>	<i>In-progress</i>	<i>Complete</i>
Goal 1: Business Retention			
Goal 2: Talent Ready Training & Job Placement Network			
Goal 3: Childcare			
Goal 4: Business Advocacy			
a. CRM database			
b. Operating procedures			
c. Ombudsman program			

B. BUSINESS ATTRACTION

Oregon City has established Business Attraction goals to foster a diverse, resilient and vibrant local economy.

GOALS	STRATEGIES	MILESTONES	STATUS/FURTHER IMPLEMENTATION
Attract new businesses to Oregon City	*Establish an inventory of available property for purchase/development *Identify properties for Purchase by the City *Develop marketing strategy to attract companies within the target industry cluster *Establish a new economic development website *Develop/Implement Urban Renewal District's Plan	*Property Inventory – On-going *Identify properties for purchase by the City – Ongoing *Implement Business Attraction Marketing Strategy -March 2022 *Economic Dev Website going live – July 2022 *Complete Urban Renewal District Plan – Aug 2022	• Current industrial vacancies identified • Website framework and buildout complete. Will be launched July 18, 2022: www.oregoncitybusiness.com • Urban Renewal Plan update complete
Examine the potential of establishing fiber optic networks to Oregon City businesses and homes	*Develop an RFP to Identify broadband consultants to conduct a feasibility study *Identify a broadband consultant to begin the work *Complete Feasibility Study	*RFP – Done *Identification of broadband consultant – Jan. 2022 - Done	• Community survey issued (June utility bill) -Done • Industry leaders and public sector interviews complete • Feasibility study on track to be completed on time – September 2022

Business Attraction	<i>Started</i>	<i>In-progress</i>	<i>Complete</i>
Goal: Attract New Businesses			
• Inventory available industrial property			
• Identify properties for purchase by the City			
• Develop a Marketing Strategy for Target Industries			
• Establish a new Economic Development website			July 2022
• Develop/Implement Urban Renewal District Plan			
Goal: Fiber Optic Feasibility Study			

C. ENTREPRENEURIAL SUPPORT

Entrepreneurs that are striving to start or grow their business are supported by business planning, financial tools, and opportunities to sell their products and services. Oregon City will provide support to entrepreneurs committed to growing locally with technical assistance and patient capital. Helping entrepreneurs to provide City government with the goods and services that it needs is an important way to help strengthen local small businesses.

GOALS	STRATEGIES	MILESTONES	STATUS/FURTHER IMPLEMENTATION
Provide greater access to technical assistance for small business (startups).	*Actively partner with the Micro Enterprise Services of Oregon (“MESO”) to provide technical assistance *Oregon City Chamber of Commerce to provide technical assistance	*Draft and establish partnership agreements with various small business technical assistance organizations to service small businesses in OC – July 2022	Partnerships established with MESO and OMEP
Support the development of new market opportunities for small business	*Develop a City Procurement Program for Small Business	*Develop program Guidelines – Nov. 2022 *Market Program – Jan 2023	Launch of Ombudsman program is an initial step toward the creation of a Procurement Program
Support Entrepreneurism	*Develop loan program for startups	*Guidelines Nov 2022	Established Entrepreneurial Opportunity Loan Program

Entrepreneurial Support	Started	In-progress	Complete
Goal 1: Greater Small Business Technical Assistance			
Goal 2: New Market Opportunities			
Goal 3: New Small Business Loan Program			

D. URBAN RENEWAL DISTRICT

The Urban Renewal District is the single most important tool that the City of Oregon City has to help encourage and direct investment that will create jobs, build industry, and further develop the community. By completing its strategic vision, the Urban Renewal Commission has completed an important step that will help move Oregon City in the right direction.

GOALS	STRATEGIES	MILESTONES	STATUS/FURTHER IMPLEMENTATION
Develop a vision statement and framework for decision-making on new projects	*Work with the Urban Renewal Commission by conducting several retreats.	*New vision statement and framework for decision-making complete – Dec. 2021	Hosted multiple strategic planning sessions with Urban Renewal Committee Vision Statement complete
Revise the existing Urban Renewal plan	*Hire a consultant to update the financial components of the document.	*Hired GEL Oregon of the plan – Done	Urban Renewal Amendment in progress (Aug 2022)
Encourage downtown residency on upper floors	*Contribute to establishing a quiet zone	Quiet Zone – estimated 2027	Oregon City successfully received federal funding to support “Quiet Zone” improvements

Urban Renewal District	Started	In-progress	Complete
Vision Statement/Decision Making Matrix			
Revise Existing District Plan			
Develop Tourism Industry in Oregon City			
Training and Technical Assistance			

E. TARGET ACTIVITY AREA: TOURISM DEVELOPMENT

Oregon City is well positioned to support a thriving tourism industry given its rich history, access to the river and other outdoor recreation opportunities, its talented arts community and its growing restaurant, food, and beverage industries. There are four primary Tourism Development Goals in the 2022-2027 Economic Development Strategy:

- 1) Develop, Grow and Strengthen the Tourism Industry in Oregon City
- 2) Establish a Tourism Industry Brand
- 3) Increase the Number of Visitor Experiences (Destination Ready)
- 4) Support the Arts in Oregon City

A series of programs continues to evolve to achieve these four Tourism Development goals. The goals, strategies and milestones for each of these programs is detailed in the Appendix and highlighted below:

- Arts Treasure Trove
- Tourism Related Business Investments
- City Grant Supported Public Events
- Public Events in Oregon City
- Community Showcase
- Concierge Institute
- Tourism Stakeholder Group
- Destination Ready

Arts Treasure Trove

This initiative is one that engages the arts community of Oregon City in various ways to help improve the community's aesthetics, encourage tourism, and nurture community identification through the public display of sculptures, paintings, decorative features, horticulture enhancements, music, dance, poetry, historical portrayals, murals, and other forms of artistic expression and entertainment.

GOALS	STRATEGIES	MILESTONES	STATUS/FURTHER IMPLEMENTATION
Support more artistic expressions that ignite more	• Re-enact the Arts Commission • Provide a newly established Arts Commission with financial	• Re-established the Arts Commission of	• Strategic plan and program development of the Arts Commission (est. 2023)

tourist visitation to Oregon City.	resources to develop strategies and programs to support the art industry in Oregon City. • Increase the number of murals in the community • Engage the arts in all its forms to help tell the story of the community and region.	Oregon City on October 26, 2021. • Two new murals created within the community. • Selection of the artwork installed on street banner poles on Molalla Avenue.	
Bring entertainment and artistic elements to historic sites to increase visitation	• Create a dinner theater program that can be offered on a rotational basis to the various historic sites • Provide music and/or dramatic poetry reading as an additional offering	• Identify historic sites who want to participate -Done • Dinner theater program conceptualization (est. July 2022) • Project scope and preliminary budget (est. July 2022)	• Initially met with a theater program producer, however Producer notified Oregon City that they were not available
Enhance the aesthetic appeal of the community	• Improve the view of downtown area as seen from the promenade and elevator viewing deck by visitors • Provide resources to business owners in repainting building walls that face the visitor from the promenade and elevator viewing • Add art feature(s) on the rooftops of buildings viewed from the promenade and municipal elevator • Developed and install decorative banners on major thoroughfares within the community.	• Identify building owners for buildings - Done • MOU for work on Coin Corner and Hobbies (est. July 2022) • Complete painting project (est. June 2023) • Work with Arts Commission to develop identify form(s) of art building rooftops as seen from the promenade and municipal elevator. (on-going)	• Continue to enlist more downtown commercial building owners to participate in the promenade overview project • Identify artists for the purpose of creating new placemaking venues and new public art projects within the community

		• Installed new street pole banners on major thoroughfares within community. -Done	
--	--	--	--

DRAFT

Tourism Related Business Investments

It is necessary to grow the community's tourism industry with new tourist-facing businesses that complement the community's natural resources and outdoor lifestyle.

GOALS	STRATEGIES	MILESTONES	STATUS/FURTHER IMPLEMENTATION
Attraction and expansion of new tourism businesses	- Attract existing tourism related businesses from other areas to move to Oregon City - Attract new tourism related businesses to Oregon City	Identify potential businesses (On-going)	Not Started

City Grant Supported Public Special Events

City Grant Supported Special Public Events are recognized by the City of Oregon City as “signature public special events” that support the community's tourism industry and promote the City's tourism brand. Such special public events require the use of public rights-of-way and/or use of publicly owned facilities. City Grant Supported Special Public Events mean that the Oregon City Economic Development Department will pay other City departments to provide for the use of certain City-owned assets and City services that have access to and the capability of providing.

GOALS	STRATEGIES	MILESTONES	STATUS/FURTHER IMPLEMENTATION
Develop a grant program that provides support to large and medium special events	Develop program guidelines to administer the initiative.	- Initial program developed - Brought to City Commission in Work Session - More work to be done	- Re-work program parameters (est. 2022) - Implement new program parameters (est. 2023)

Special Public Events in Oregon City

Special public events mean one-time or repeated events that are open to the public and are conducted on city property, including city right-of-way or city parks. (Pg. 51 of the Economic Development Strategic Plan)

GOALS	STRATEGIES	MILESTONES	STATUS/FURTHER IMPLEMENTATION
Develop better coordination among various City departments with the goal of improving the efficiency of the permitting process for all public special events.	• Work with multiple departments to streamline the special event process • Create an online form to help streamline the permit process.	• Initial staff meeting on the idea of streamlining the permit process • Drafted online form • Interdepartmental discussion on how to streamline services	• Draft online form created • More discussion and planning to come involving various city departments and Commissioner Rocky Smith

Community Showcase

The Community Showcase Program is designed to complement visitations with a dining experience while educating public about Oregon City's history and other offerings.

GOALS	STRATEGIES	MILESTONES	STATUS/FURTHER IMPLEMENTATION
Increase the local community's engagement with the tourism industry.	• Create a video program for each of the historic sites with questionnaire to earn gift certificates that can be used at a variety of restaurants • Post COVID - Reconstitute Community Showcase	• Historic site videos developed and completed in August 2020. -Done • Historic site videos shown on tourism website on August 2020. -Done • Develop new program guidelines (August 2022)	• Community Showcase being reconstituted to include all visitors to Oregon City's historic sites and to include not only restaurants but outdoor recreation venues. (est. Aug. 2022) • Have local historic sites create methods to engage visitors to earn Oregon City business gift certificates • Recruit a variety of venues to participate in the Community Showcase. (est. Aug. 2022)

Concierge Institute

The Concierge Institute is designed to provide education and technical assistance that supports a variety of tourism assets in operating in a professional manner, as well as offering participatory programming that aligns individual tourism assets.

GOALS	STRATEGIES	MILESTONES	STATUS/FURTHER IMPLEMENTATION
Provide education/training opportunities to historic sites and other venues to enhance professionalism.	Provide training/education seminars and workshops up to 6 to 8 weeks.	- Financial Management Course offered on Nov. 2nd and 4th, 2021 -Done - Social Media & Digital Marketing on Nov. 11th& 16th, 2021 -Done - Volunteer Development on Dec. 7th & 9th - Monetizing Events Jan. 18th & 20th.	Two more courses to be provided completing the cohort starting in October 2022.
Aid historic sites with establishing coordinated and set operation schedules.	- Develop a paid internship program working with local colleges and universities. - Expand program to be seasonal part time employees on loan to the historic sites	- Post intern posting to various colleges (5/2022) -Done - Evolve into using paid parttime employees to assist historic sites (not interns)	- Hired an art intern to assist with expanding hours of the Stevens Crawford house (Wed-Sun 2-6PM) - Hired a technical student who is assisting in the website functionality and Search Engine Optimization evaluations for participants - Establishing recruitment process for parttime employees (not interns), est. Aug. 2022
Create a support grant that allows participants to acquire sellable merchandise for their locations	Create a merchandising support program	Scope grant program (est. 8/2022)	Not started
Assist participants in evaluating the effectiveness of their websites	- Establish a standardized evaluation criterion - Evaluate participant websites	- Identify software needed for audit (6/2022) -Done - Create audit criteria (6/2022)	Created audit worksheet

	• Provide feedback report to participants for improvements	• Start audits of participants (est. 7/2022)	
Assist participants in applying evaluation improvements or provide technical advice on how to complete more complex site redesigns	• Be available to provide support for site improvements or advise website support developers on improvements • Help participants craft website redesign criteria, assist in evaluation bids and vendor interviews	• Create recommendation reports for partners (est 7/2022)	• Waiting for audits to be completed.
Assist participants in accessing their Google Business info graphs	• Create a program for training • Provide post training support	• Create scope of project (est 8/2022)	• Not started

Tourism Stakeholder Group

The Tourism Stakeholder Table is a group of stakeholders that are convened to share information, develop ideas, and serve as a sounding board on new projects and initiatives impacting Oregon City's tourism industry.

GOALS	STRATEGIES	MILESTONES	STATUS/FURTHER IMPLEMENTATION
Communicate and get feedback on the implementation of the Economic Development Strategic Plan (Tourism)	- Maintain quarterly Tourism Stakeholder Group meetings - Create small focus groups on specific topics - Improve communication of effectiveness of marketing and program efforts through a monthly e-newsletter - Follow regional tourism news, co-op marketing, grants, and programs, and communicate to the tourism partners so that they can take advantage of offers	- Set up email system for communications (4/2022) -Done - Communicate monthly with marketing and program updates (On-going)	- Create a Campaign Monitor account - Continue to keep communication channels open with tourism stakeholder group

Destination Ready

Promote tourism and support economic development to foster community sustainability. Support improvements and partnerships that contribute to our hometown feel and showcase Oregon City's unique community identity. (Pg. 51 of Economic Development Strategic Plan)

GOALS	STRATEGIES	MILESTONES	STATUS/FURTHER IMPLEMENTATION
Create brand recognition and marketing program getting Oregon City as "top of mind" for regional and statewide visitors in a post-COVID market	- Create a cohesive brand identity - Utilize economic pressures to promote activities closer to home by marketing to Portland Metro, Salem, Vancouver markets	- Winter Brand Awareness TV Ad launched (Done) - Street Banners (Done) * Travel Oregon Travel Planner Ad (Done) - Willamette Week Summer Ad (Done)	- Produced 30 second Oregon City overview TV ad - Place 91 banners throughout Oregon City - Creating the 2022/23 Travel Planner - Creating Visitor Guide

	• Create high quality printed materials • Develop and promote Oregon City through television and digital marketing • Create marketing partnerships with both local and regional tourism entities	• History Preservation Month Social Media Campaign (Done) • Brand placement at Rose Parade (Done) • Travel Planner (est. 7/2022) • Visitor Guide (est. 7/2022) • Summer Recreation TV Ad (est. 7/2022) • Summer Special Events Promotion (est. 7/2022)	• Placed winter TV ad on KATU during the month of Dec. 2021 (990,000 impressions, 46.9% reach) • Placed ½ page ad in the 22/23 Travel Oregon travel planner • Placed ½ page ad in the Willamette Week summer activities addition • Featured 4 of the 5 historic sites in social media campaign on Facebook and Instagram • Supported the Oregon City Heritage Coordinating Committee by funding TOC logo placement on float
Promote all three geographic levels of Oregon City tourism equally	• Implement “city areas” social ad campaigns, two posts a week featuring	• Social promotion started (On-going)	• In progress weekly
Promote all public events	• Increase the capture of events for the events calendar on the website • Two days before the event, feature the event as a story on Facebook and Instagram	• Created an online form for event submission (Done) • Promote events via Instagram and Facebook stories (On-going)	• In progress weekly
Enhance Website	• Enhance current categories • Create new tourism categories • Create analytic reporting systems	• Improve the detail listings on the historic sites, recreation, dining, and beverages pages (Done) • Add Arts, Lodging, categories (Done) • Add Farm & Fields and Shopping category (Done)	• Created arts and lodging page • Updated the historic sites, recreation, dining, and beverages pages • Added 84 business listings

		• Add mapping technology (est. Dec. 2022)	
Utilize cost effective promotion and marketing platforms to heightened OC tourism industry	• Identify an affordable Digital Asset Management system • Upload and tag all assets • Create a quality library of multi-category imagery for use on both the digital media and print • Photograph various tourism partner locations • Photograph key featured locations throughout Oregon City • Photograph special events • Create a quality library of multi-category videos for use in future advertising projects and social media • Video key featured locations throughout Oregon City • Video special events	• Select photo library service (Done) • Move images to photo library (est. 7/2022) • Tag photos for categories (est. 8/2022) • Work with photographers to photograph special events (On-going) • Work with videographers to capture special events as they happen to be used later as b-roll. (On-going)	• Reviewed several photo libraries options and selected Photobucket

- This page intentionally blank -

DRAFT

OREGON CITY ECONOMIC DEVELOPMENT STRATEGIC PLAN 2022 - 2027

I. Introduction

Specific to economic and tourism development, the City Commission of Oregon City stated that its goals were to:

- promote tourism and support economic development to foster community sustainability; and
- support improvements and partnerships that contribute to our hometown feel and showcase Oregon City's unique community identity

Oregon City is experiencing an important time of change and opportunity. Over the past 20 years, Oregon City's population has grown by more than 10,000 people, an increase of close to 40%.¹ Some 38,000 people now call Oregon City home. Oregon City has also emerged as an important regional employment hub, hosting 9.7% of Clackamas County's total workforce.² At the same time, the local economy continues to respond to the impacts of the Covid-19 pandemic.

The 2022-2027 Oregon City Economic Development Strategy builds upon the community engagement work of the OC2040 Comprehensive Plan Update. More specifically, this Economic Development Strategy offers goals and strategies aimed at fostering a **diverse, resilient, and vibrant local economy**. The Oregon City Economic Development Department and its partners will pursue actions and develop initiatives to establish an environment that creates jobs via new business investment. In addition, the Oregon City Economic Development Department will support local entrepreneurship.

The City's Economic Development Strategy supports actions, policies and programs that foster an environment for growth in select industries including **light manufacturing and assemblage, logistics and wholesale distribution, healthcare, and professional, scientific, and technical services (especially electronic connectivity)**. Cultivating growth of **tourism-facing businesses and tourism-related nonprofits** is also important to Oregon City's economic landscape. The strategic plan calls for the building of much needed infrastructure and nurturing of tourism-related industry relationships. Such actions will attract more visitors to Oregon City.

Equally important, the Oregon City Economic Development Strategy encourages policies and initiatives that provide opportunity for everyone seeking entry and growth in the local community's labor force. With an emphasis on **workforce development** and the expansion of **local childcare services**, the economic development strategy supports programs and investment that mitigates barriers to entry and advancement in the workforce.

¹ Oregon City Economic Analysis, Beth Goodman and Sadi DiNatale, ECONorthwest. February 24, 2021.

² Oregon Employment Department. Fast Facts, 6/23/21.

A. Mission of the Economic Development Strategic Plan Steering Committee

With the support of the City Commission, the Economic Development Department assembled the Economic Development Strategic Plan Steering Committee, a group of experienced professionals representing businesses, academia, government and nonprofit organizations. The steering committee's mission was to support the creation of a holistic strategic plan designed to create an environment that encourages new business investment/expansion and supports innovative approaches that will result in a more resilient economic landscape.

The Steering Committee recognized that the creation of impactful partnerships among public and private organizations of various geographic outreach capacity represents the best approach to leveraging resources across various organizations to assist Oregon City with developing a more economically resilient community.

B. Philosophy Behind the Economic Development Strategic Plan

Action vs Planning

While it is important to conduct research and develop plans to address preferred outcomes cited in the business plan or strategic plan, it is vital to create strategies to be implemented based on the research and plans. The economic development staff will implement the proposed strategies cited in this plan.

Flexibility vs Rigidity

The Oregon City Economic Development Department reserves the right to adjust strategies based on either new information that requires adjustments in strategies or the recognition that proposed strategies are not resulting in expected outcomes. To that end, the 2022-2027 Economic Development Strategic Plan is a living document that will be modified and updated as needed.

Encouraging Private Investment vs Taking Actions that Stifles Economic Growth

Oregon City's Economic Development Strategic Plan prescribes leveraging public/private partnerships in impactful ways to influence the behavior of fundamental market forces on the local level to encourage for-profit or nonprofit investment.

Although many market forces are beyond local control such as the U.S Rate of Inflation, there are some local actions that can be taken to influence the behavior of private and nonprofit investment such as the City establishing flexible System Development Charge payment arrangements ("SDCs") or reducing the SDCs for childcare facilities, thereby supporting this critical industry at a time when childcare businesses have faced considerable challenges and families struggle to find the childcare services that they need. As a result of the City's support of childcare, individuals with young children would be in a better position to afford needed care, allowing them to pursue job training and employment opportunities.

A community with more available skilled labor can attract more private for-profit investment. Oregon City's Economic Development Department will work with policymakers and regulatory agencies on

local, regional, and state level to help mitigate negative impacts of arbitrary and/or outdated regulation on economic development.

Leveraging Viable Partnerships vs Sole Responsibility

No one government, private company, organization or individual can conduct impactful economic development alone, nor can economic development occur in a vacuum. The creation of viable public/private partnerships require that each participant has at least the capability to fulfill its own mission effectively. Organizations that do not have the capacity or capability to carry out their own purpose are not going to be viable participants in a collaborative effort with others. Hence, the Oregon City Economic Development Department will be careful in choosing its partners for important endeavors and, if necessary, will go beyond the City and County boundaries to establish viable partnerships.

The Oregon City Economic Development Department will work to identify viable partners that are not only capable of being effective in fulfilling their own mission but share similar goals to make an impact on long-standing challenges or impediments to economic growth.

II. Vision: An Environment for Growth & Development

Oregon City is a historically, culturally, and geographically unique place in the Portland Metro Region. Oregon City encompasses the ancestral homelands of many Native American Tribes. Settlers of European descent created their first permanent home in 1829. In 1844, Oregon City became the first incorporated city west of the Missouri River. The community's history establishes it as the State's original hometown.

In Oregon City there are historic houses, the End of the Oregon Trail, museums, and Willamette Falls, the second most powerful waterfall in North America. These sites stand as a testament to the City's historical significance to both the State of Oregon and to the United States. Oregon City is one of the hubs of the Portland Metro Area. It seeks to attract visitors and new residents who appreciate the community's commitment to quality of life.

In 2027, Oregon City has a robust, resilient, and diversified economy. New public investments in a variety of infrastructure projects are designed to help mitigate the challenges of growth. Residents live, work, and play while having access to multiple amenities within the region. Businesses flourish due to a business-friendly environment that supports for-profit enterprise and nurtures private nonprofit entities. For anyone who seeks employment, investments made by for-profit and nonprofit organizations provide opportunities for upward mobility through job creation and technical skills development.

In 2027, Oregon City actively partners with private industry, higher education, human services, and workforce development agencies to foster employment opportunities and encourage business investment. Small business owners have access to community human resource services to support their workers and grow their companies.

The Oregon City 2040 Comprehensive Plan revision describes Oregon City’s economy as “vibrant, diversified and resilient.” The 2022-2027 Economic Development Strategic Plan shares these aspirations. The Economic Development Department will accomplish its vision by implementing various program initiatives within these five broad strategic areas:

- Business retention and expansion
- Business attraction
- Entrepreneurism
- Urban renewal
- Tourism

III. Assessment of Oregon’s City Economic Climate

The City of Oregon City has a robust economy featuring an array of locally owned small businesses, a core of manufacturing, distribution and logistics companies, regional healthcare facilities and a community college. The City’s walkable downtown serves residents and a growing number of visitors.

Oregon City is the County Seat for Clackamas County and is an important economic driver for the County. Oregon City’s businesses employed almost 10% (9.7%) of Clackamas County’s workforce in 2019.³ Oregon City was home to 37,638 people at the start of 2021. The local population grew by a significant 144% since 1990, adding 21,187 residents.⁴ The median household income in 2021 is \$75,856 while per capita income is \$35,016.⁵

Occupations and Industries

The analysis in this section provides an overview of industry and employment trends in Oregon City over the past 13 years. Oregon City’s workforce commands a wide range of skills, spanning from advanced manufacturing, logistics, construction and health care to food and hospitality industries. In 2021, approximately 17,800 people aged 16 or older worked either full or part-time in Oregon City proper.⁶

Oregon City’s largest private sector employers include Providence Willamette Falls Hospital (500-600 employees), Fred Meyer (300-400 employees), Home Depot (200-250 employees), Benchmade Knife Company (200-250 employees) and Orchid Orthopedic Solutions (100-150 employees).⁷ The largest public sector employers include Clackamas County, Clackamas Community College and the City of Oregon City.

In 2021, the sectors with the greatest number of employees in Oregon City were Public Administration (25.4%), Health Care and Social Assistance (14%), Retail Trade (10.4%),

³ Oregon Employment Department. Fast Facts, 6/23/21.

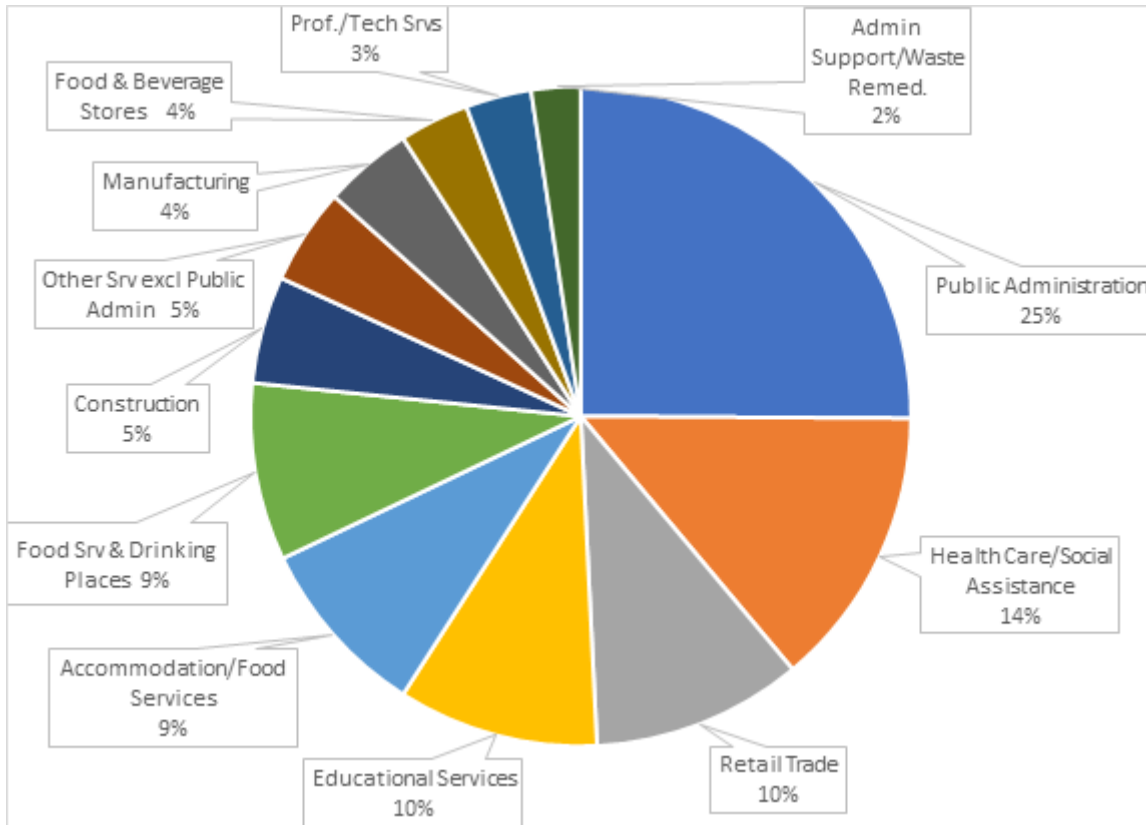
⁴ Ibid.

⁵ ESRI Report. Block Apportionment US Block Groups.

⁶ EMSI. Community Indicators Map. 2021.

⁷ Clackamas County Economic Landscape, 2014. As cited in Oregon City Multitenant Industrial Park Location Overview.

Educational Services (10%) and Accommodation/Food Services (9%). Graph 1 below displays this information and includes additional sectors of employment such as Construction.



Graph 1. Workforce Profile in Oregon City 2021. Source: Oregon City GIS ESRI Data. Generated 9/28/21.

Table One continues an evaluation of the occupational distributional of Oregon City residents. In addition to the number of employees, Table One also examines the number of businesses in each sector and the Average Annual Growth Rate over a 10- year period. To capture this additional detail, Table One reviews information from 2008-2018.

Sector	Establishments		Employees		Change in Employment 2008 to 2018		
	2008	2018	2008	2018	Number	Percent	AAGR
Government	41	43	5,057	4,943	-114	-2%	-0.20%
Health Care and Social Assistance	124	173	2,147	2,599	452	21%	1.90%
Retail Trade	115	128	1,835	2,049	214	12%	1.10%
Accommodation and Food Services	89	109	1,409	1,764	355	25%	2.30%
Construction	194	173	1,086	1,119	33	3%	0.30%
Manufacturing	49	57	928	929	1	0%	0.00%
Other Services (Except Public Administration)	122	231	469	568	99	21%	1.90%
Professional, Scientific and Technical Services	107	137	369	460	91	25%	2.20%
Admin., Support, Waste Mgmt., Remediation Services	53	71	301	330	29	10%	0.90%
Finance and Insurance	61	62	232	260	28	12%	1.10%
Utilities, Transportation and Warehousing	19	24	207	211	4	2%	0.20%
Wholesale Trade	59	49	409	177	-232	-57%	-8.00%
Arts, Entertainment and Recreation	13	22	157	167	10	6%	0.60%
Private Education	16	16	162	164	2	1%	0.10%
Real Estate and Rental/Leasing	43	47	140	109	-31	-22%	-2.50%
Information	14	17	104	82	-22	-21%	-2.30%
Management of Companies and Enterprises	7	5	44	56	12	27%	2.40%
Agriculture, Forestry, Fishing & Hunting	5	5	52	18	-34	-65%	10.10%
Totals	1,131	1,369	15,108	16,005	897	6%	0.6%

Table 1. Covered Employment and Establishments, Change in Employment (2008 to 2018). AAGR = Average Annual Growth Rate. Reported by ECONorthwest February 2021 from Oregon Employment Department, Quarterly Census of Employment and Wages, 2008 and 2018.

Oregon City's Target Industries

Oregon City's target industries include manufacturing, particularly custom metals manufacturing, healthcare, logistics or and/or wholesale distribution, professional scientific/technical services and tourism. The relative importance of healthcare is measured by the average wages of employees and annual sales as cited in table 2. Not included in this chart but identified as up and coming industries are wholesale distribution, tourism and Professional, Scientific, Technical Services.

Wholesale distribution is included due to the geographic location of the city, noting the ease of moving product/merchandise to many important markets throughout the Pacific Northwest Region and beyond because of the network of road infrastructure. Tourism is identified as a target industry because of its strong development potential with regard to Oregon's City unique historical past and assets that have already aided the community in attracting visitors. Professional, Scientific and Technical Services is a target industry because of the growth in employment and establishments between 2008 and 2018, as cited in table 1.

Table 2 shows five industries that have a prominent presence in the 97045-zip code area including all of Oregon City and portions of neighboring Clackamas County. These industries have a relatively high location quotient ("LQ"). A LQ measures the relative specialization in a particular industry compared to another region. A LQ of 1 for example, indicates that an area has a higher concentration of a given sector than other locations. Table 2 also shows the Gross Regional Products (GRP) of four of these industries.

Industry	2020 LQ	2020 Earnings Per Worker	2020 GRP
Primary Metals Manufacturing	2.32	not available	not available
Construction	2.29	\$72,050	\$272.30M
Government	1.24	\$76,807	\$336.66M
Health Care and Social Assistance	1.23	\$66,354	\$270.31M
Retail Trade	1.21	\$40,968	\$177.5M

Table 2. Location Quotient of Oregon City's Top Industries Leading Oregon City Industries. Source: EMSI data for 97045

While manufacturing has seen a reduction in jobs over the last 5 years, it remains one of the more robust providers of high-quality jobs in the local economy, at 752 jobs. As shown in Table 2, retail trade continued to be a favored sector in 2020, despite the restrictions on in-person shopping, with an LQ of 1.21. Construction rebounded after the closures of the early days of the pandemic, following continued housing construction throughout the Portland Metro Region.

This analysis continues with highlighting annual sales and the number of employees by industry sector. Table 3 shows the high performing industries based on dollar value of 2021 sales within Oregon City proper. In 2021, the five industries in Oregon City with the highest annual sales are Retail Trade, Wholesale Trade, Health Care/Social Assistance, Construction, and Manufacturing.

Industry	2021 Sales (\$000)	2021 # of companies
Retail Trade	529,595	185
Wholesale Trade	248,070	30
Health Care/Social Assistance	181,944	181
Construction	170,373	134
Manufacturing	168,095	58

Table 3. Oregon City Industry Sectors by Annual Sales. Oregon City GIS Department ESRI Data. Generated 8/5/21.

Public Administration, Health Care/Social Assistance, Retail Trade, Educational Services and Accommodation/Food Services employed the most people in Oregon City. Public Administration accounted for 4,341 employees at the start of 2021, or 25.4% of the local workforce. Graph 1 shows the top 11 industries by number of employees.

Oregon City is the County seat and the strong presence of various levels of government and educational institutions in the local community helps provide a slim buffer to the economy during economic challenges. However, it is generally not a good sign of a resilient economy if most of its employees are represented by the public-sector. A private-sector job must pay for itself and creates other jobs while a public-sector job is paid for by taxpayers. If taxpayers are not doing well and cannot pay taxes, the size of the government must decrease, and public services must be diminished. If the private sector does not do well, then government has to shrink as well. However, a growing local economy is not dependent on the local public-sector to do well.

This is not to say that government and educational institutions are not important to the local economy, far from it. Many times, public-sector expenditures can help to stimulate private-sector investment. However, a local economy will be less resilient if too many of its workers are public-sector employees. It is better to have a larger portion of the population employed by the private-sector because funds expended by the private-sector must be efficient and productive, otherwise, the private-sector and public-sector employment will cease to exist.

Trends in Business Size

In 2018, the average number of employees at an Oregon City business was 8.7 employees.⁸ The average number of employees per business was somewhat higher across the State of Oregon at 11 employees. Table 4 below reports on the changes in business size between 2008 and 2018.

It is no surprise that larger companies grow their employees base slower than small companies, hence, the companies with the smallest amount of growth in terms of number of employees is the group with 50 or more workers. Oregon City companies are generally becoming smaller in size, which may translate into a greater need for supporting firms with 20 or fewer employees.

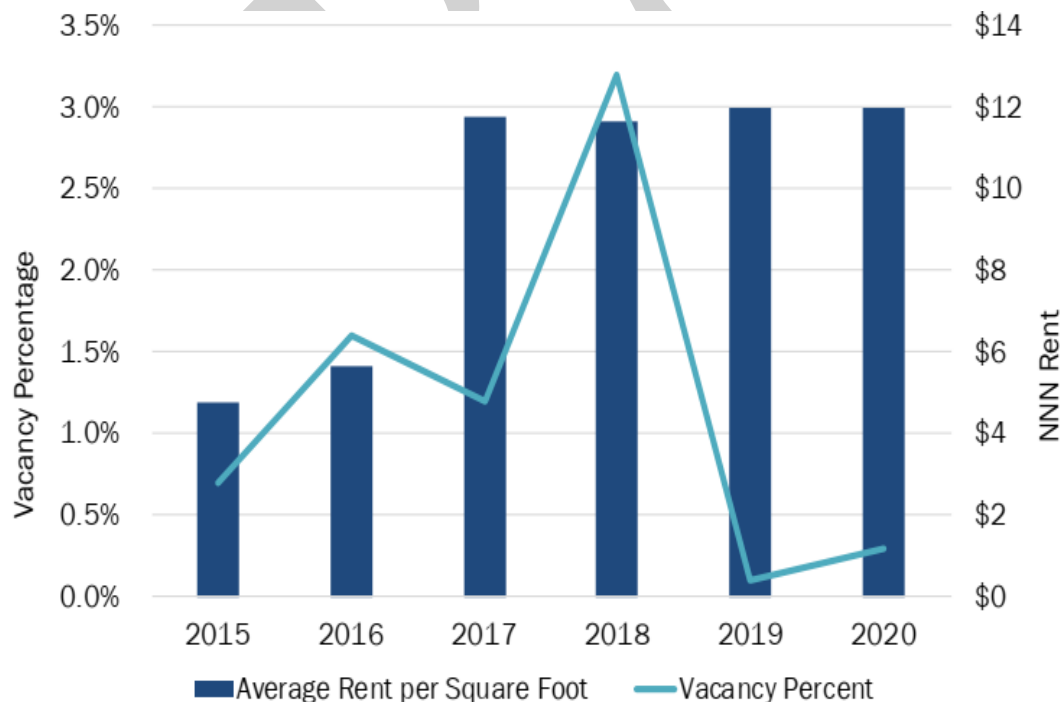
⁸ Goodman, Beth and Sadie DiNatale, EcoNorthwest. Oregon City Economic Analysis. February 24, 2021.

Business Size	Total Employees		Total Firms		Change in Employees	
Avg. # Employees	2008	2018	2008	2018	Number	Percent
1	362	510	362	510	148	41%
2 to 5	1,022	1,203	328	378	181	18%
6 to 20	2,817	3,024	268	286	207	7%
21 to 50	2,263	2,692	74	88	429	19%
50 or more	3,779	3,853	33	30	74	2%
Totals	10,243	11,282	1,065	1,292	1,039	10%

Table 4. Changes in Business Size, 2008-2018. Goodman, Beth and Sadie DiNatale, ECONorthwest "Oregon City Economic Analysis." February 24, 2021.

Commercial and Industrial Real Estate Market

Over the last several years, the average rent for industrial space has been about \$12 per square foot. Vacant industrial space was historically limited in Oregon City. In 2018, the overall economy experienced strong growth due to a \$1.5 trillion tax break by the federal government, leading to a steep decline in vacancy rates. Industrial companies usually need larger tracts of land for their operations, generally between 15 to 25 acres. Unfortunately, Oregon City does not have the size requirements in land sought by industrial concerns.



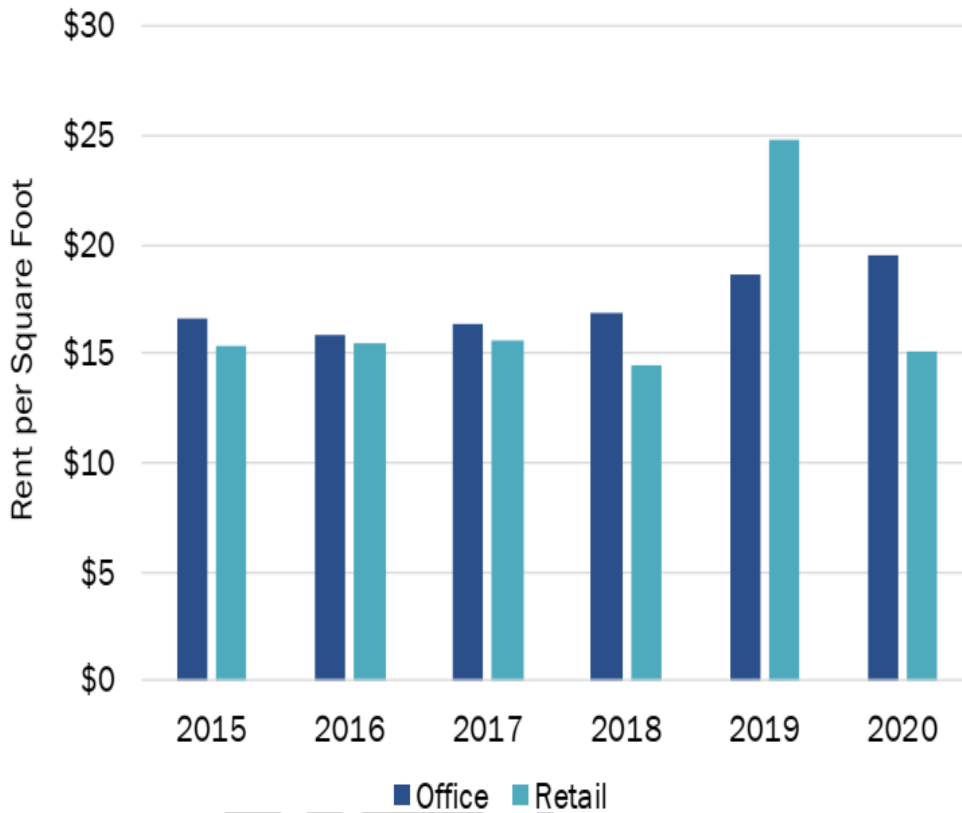
Graph 2. Average Rent per Sq. Ft. and Vacancy Rates, Industrial Properties, Oregon City, 2015 to 2020
Source: Costar

The average rent for commercial space increased from \$15.64 in 2015 to \$19.48 per square foot in 2019. Only to drop back to nearly its 2015 rent levels in 2020. The vacancy rate for commercial property dropped dramatically from its peak in 2017 only to rise slightly in 2020. The increases in rent and the decline in vacancy rates corresponded with the strong growth in the economy in 2018 and 2019.



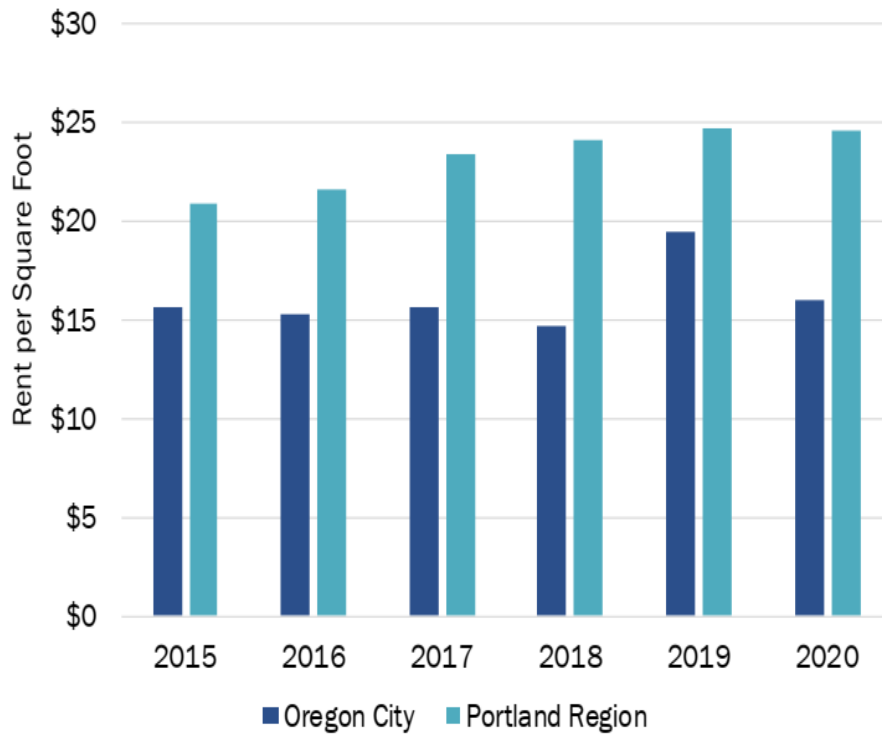
Graph 3. Average Rent per Sq. Ft. and Vacancy Rate, Commercial Properties, Oregon City, 2015 to 2020
Source: Costar

Regarding commercial property types, as of 2020, the average rent per square foot for retail space was \$15.11, compared to \$19.48 for office space. The average rent per square foot for retail space peaked at \$24.88 in 2019. The strong growth in retail during 2019 was a consequence of strong growth due to large tax breaks instituted by the federal government thereby sparking growth in consumer spending which encouraged strong expansions of retail operations. It is interesting to note the ongoing growth trend in rents for office space from 2016 to 2020.



Graph 4. Rent per Sq. Ft, Commercial Properties (Office vs Retail), Oregon City, 2015 to 2020 Source: Costar

The average rent per square foot in the tri-county Portland region was higher than the average rent in Oregon City alone. Oregon City continues to be a good buy in terms of average rent per square foot.



Graph 5. Average Rent per Sq. Ft, Commercial Properties, Oregon City and Tri-County Portland Region, 2015 to 2020. Source: Costar.

Socioeconomic Climate

Population Characteristics

The population has grown significantly over the past 20 years. At the start of 2021 Oregon City had a population of 37,638 people. More than 10,000 people moved to Oregon City between 2000 and 2020. The City grew faster than the remainder of Clackamas County (Oregon City grew at a rate of 34.15% compared to the County) However, the City grew slower than Multnomah and Washington Counties. Over the same period, the State of Oregon also grew at a slower rate (1.4%).

	Population	Median Family Income	Per Capita Income
Oregon City, 2000	28,056	\$40,916	\$20,940
Oregon City, 2021	37,638	\$75,856	\$35,016
Clackamas County, 2001	344,842	\$52,640	\$35,848
Clackamas County, 2021	429,929	\$80,484	\$41,492
Washington County, 2001	314,928	\$35,728	\$33,078
Washington County, 2021	610,968	\$82,215	\$39,679
Multnomah County, 2001	583,887	\$42,422	\$32,956
Multnomah County, 2021	822,817	\$69,176	\$39,245

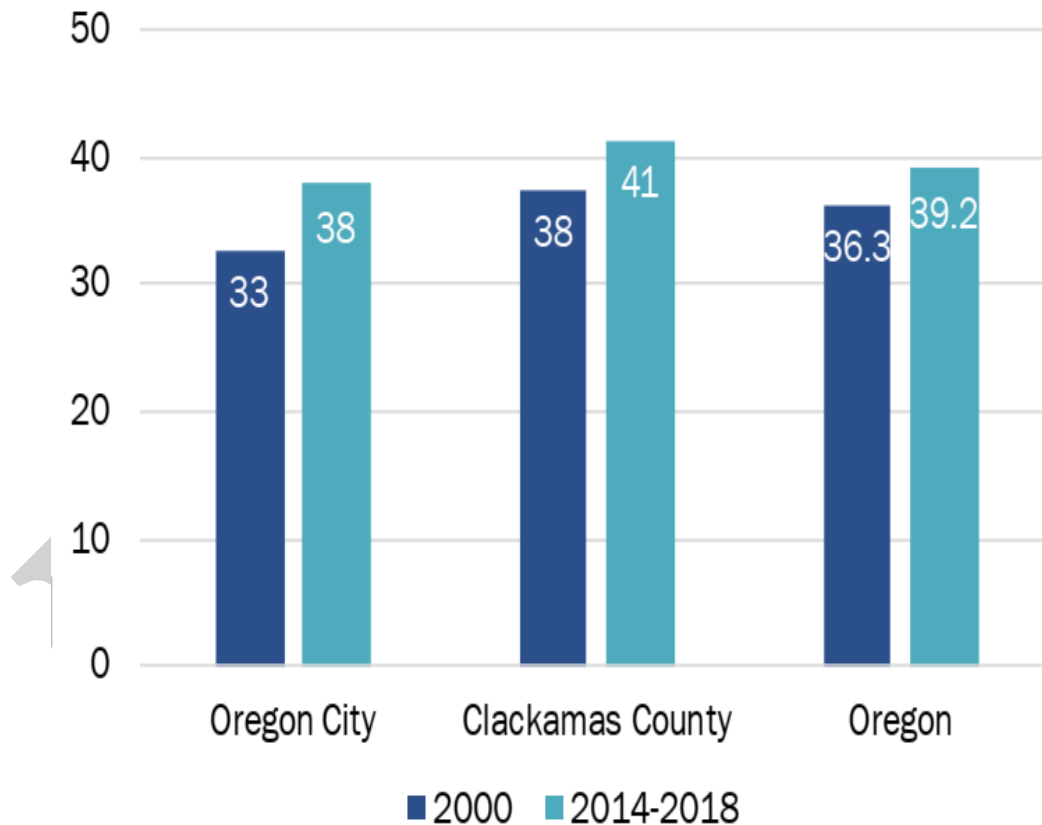
Table 5. Demographic Trends, Clackamas, Multnomah and Washington Counties.

Sources: Oregon City 2000 Per Capita and Median Income from Infoplease website extracted from US Census Bureau. <https://www.infoplease.com/us/census/oregon/oregon-city> 2021 generated by Oregon City GIS Dept., ESRI data. City generated report. County 2021 information generated by EMSI, 8/2/21. Clackamas County 2000: World Population Review, worldpopulationreview.com/us-counties/or/clackamas-county-population. Accessed 3 Aug. 2021.

Multnomah County 2000. *Fed Economic Data*, Federal Reserve Bank of St. Louis, 17 Nov. 2020, fred.stlouisfed.org/series/PCPI41051. Accessed 13 Aug. 2021.

Washington County 2000: <https://www.census.gov/quickfacts/washingtoncountyoregon2020>

From 2000 to 2014-2018, Oregon City's median age increased by five years from 33 to 38. Oregon City's aging population is consistent with County and statewide trends. Over the next 20 years, Clackamas County's population of 60 years of age and older is expected to grow to 31%, increasing by 34,418 people. The aging of the population in Oregon City and across the Portland Region will result in an increasing need for replacement workers, as baby boomers retire. This trend may create challenges in finding workers across the Region.

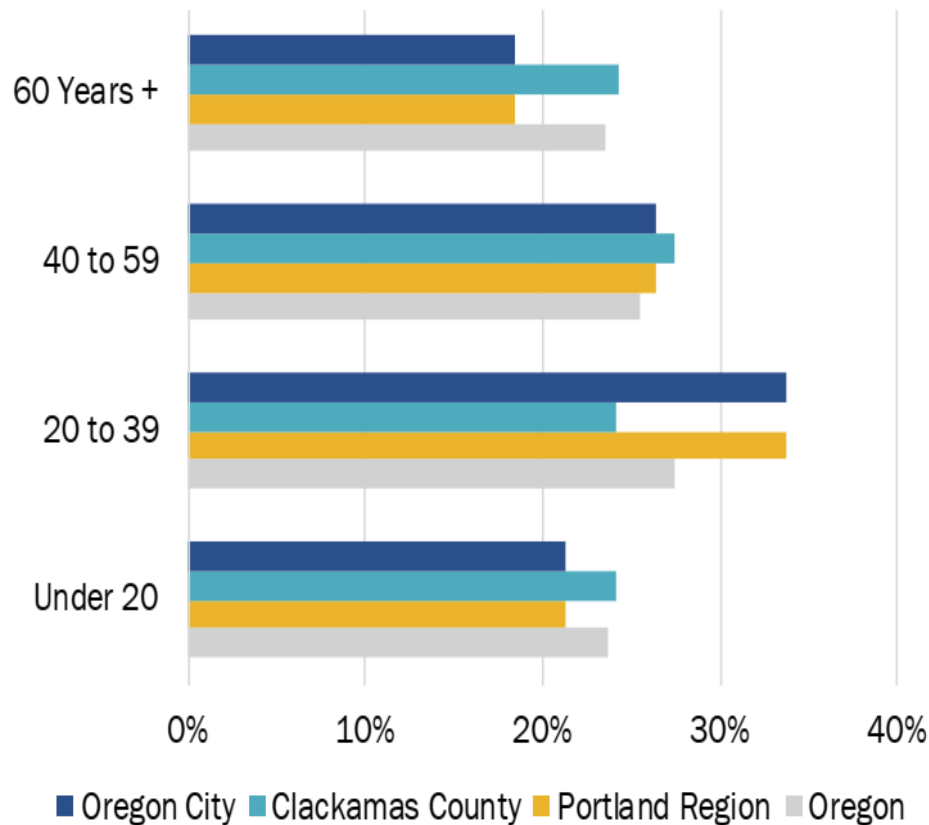


Graph 6. Median Age, Years, Oregon City, Clackamas County, Oregon, 2000 to 2014-2018

Source: U.S. Census Bureau, 2000 Decennial Census Table B01002, 2014-2018 ACS, Table B01002.

Most residents in Oregon City were between 20 to 59 years old. Oregon City had a lower share (19%) of residents over 60 years of age than Clackamas County and Oregon, but a similar share of residents over 60 years of age as the Portland Region. Therefore, recognizing that Oregon City has a relatively younger population, it is imperative that agencies responsible

for providing training and educating of the workforce do a better job in reaching the community's young people and provide the type of training that can garner a livable wage. Otherwise, young people will leave in search of a better life for themselves.



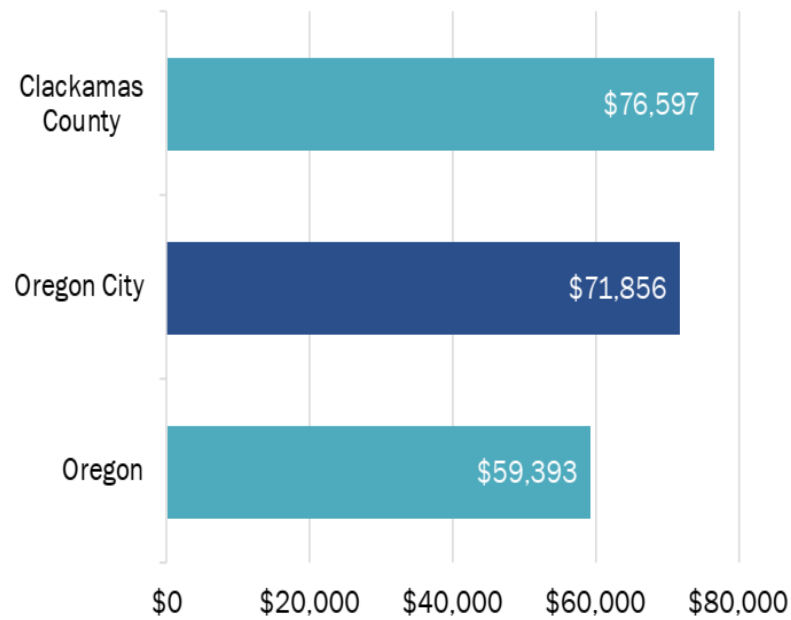
Graph 7. Population Distribution by Age, Oregon City, Clackamas County, Portland Region, Oregon, 2014-2018. Source: U.S. Census Bureau, 2014-2018 ACS, Table B01001.

Income

Income and wages affect business decisions for locating in a city. Areas with higher wages may be less attractive for industries that rely on low-wage workers. In the 2014-2018 period, Oregon City's median household income (\$71,856) was below the county median (\$76,597). In 2018, average wages at private businesses in Oregon City (\$46,524) was also below the county average (\$52,589).

Between 2000 and 2018, Clackamas County's and Oregon City's average wages increased, as did average wages across the state and the nation. When adjusted for inflation, average annual wages grew by 24% in Oregon City, declined by 2% in Clackamas County, and grew by 11% in both Oregon and across the nation.

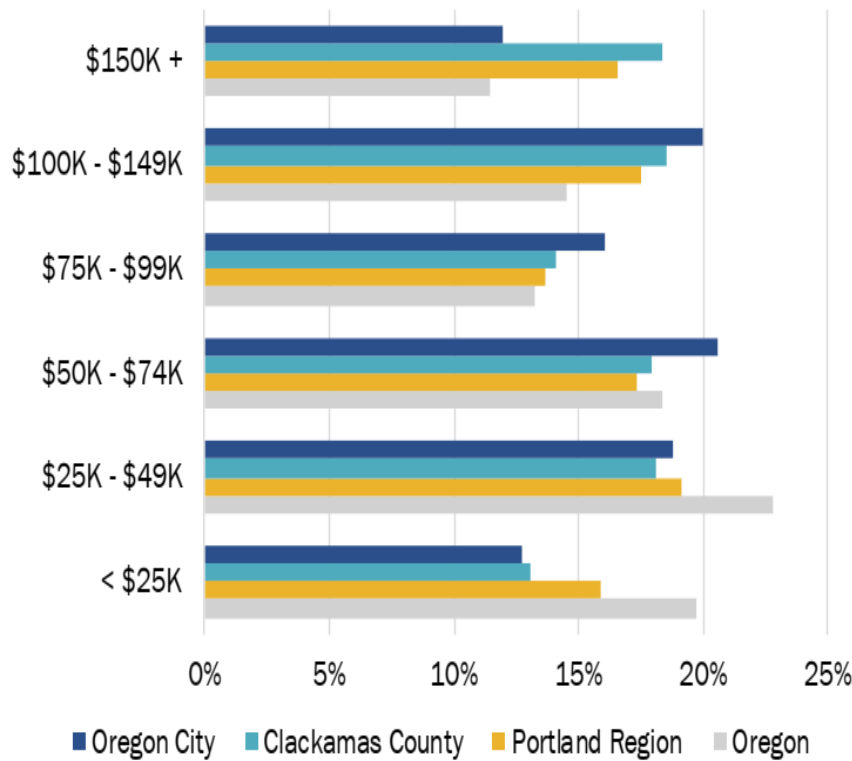
Workers that are paid higher wages usually have the skills that justify their pay, hence, attracting the type of companies that the City's Economic Development Department is targeting. Such employees have more disposable income to attract higher-end retail and increase the local tax base to pay for schools, fire, and police.



Median household income (2018 dollars)

Graph 8. Median Household Income, Oregon City, Clackamas County, Oregon, 2014-2018

Source: U.S. Census Bureau, 2014-2018 ACS 5-year estimate, Table B25119.



Graph 9. Household Income, Oregon City, Clackamas County, Portland Region, Oregon, 2014-2018 Source: U.S. Census Bureau, 2014-2018 ACS 5-year estimate, Table B19001.

Educational Attainment

The availability of trained, educated workers affects the quality of labor in a community. Educational attainment is an important labor force factor because firms need to be able to find educated/trained workers.

In 2019, Oregon City has a higher percentage of its population, 25 years and older, with a high school education (25.8%) and with some college or associate degree (40.5%) compared to Clackamas County and Oregon.

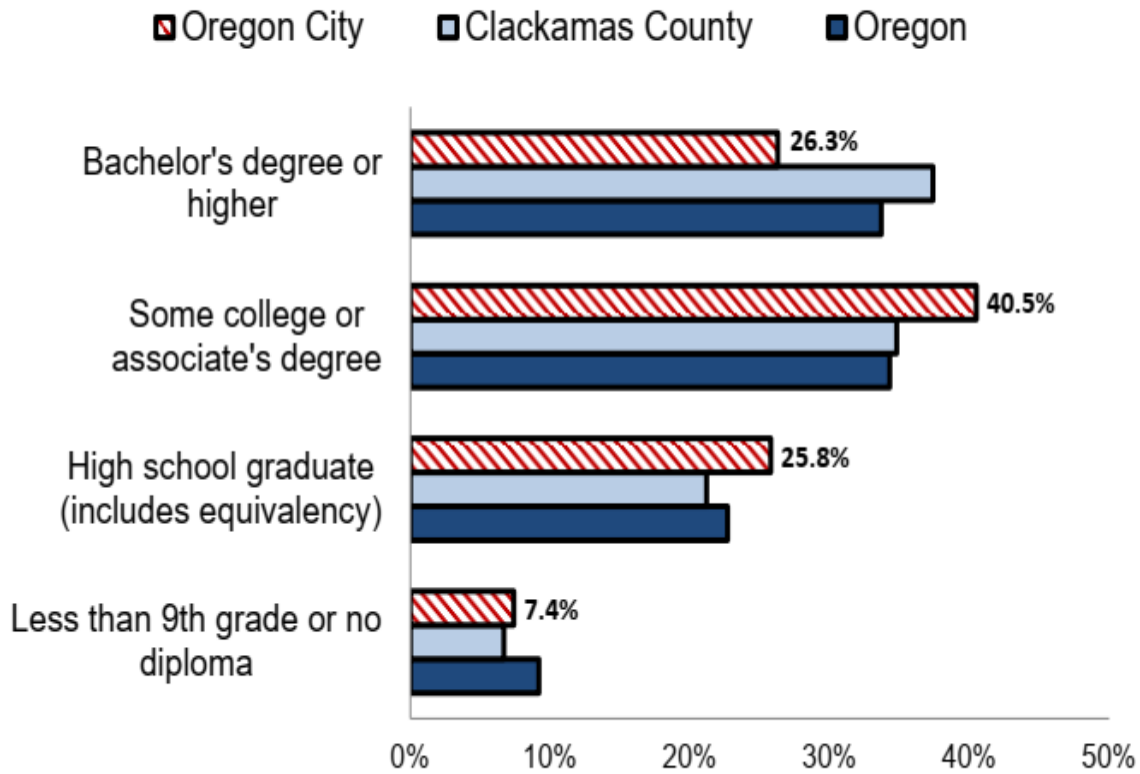
On the other hand, Oregon City has a much smaller portion of its population with a bachelor's degree or higher (26.3%) than either Clackamas County or Oregon.

When compared to the Clackamas County and the State of Oregon, residents of Oregon City show a greater percentage of its residents that did not fully complete their college or associate-level education, although more of the City's residents did complete high school or its equivalent than the County or State.

The need for programs and initiatives that help individuals complete what they have started with regard to their educational or training goals will go a long way in attracting the type of companies that can help sustain workers' quality of life.

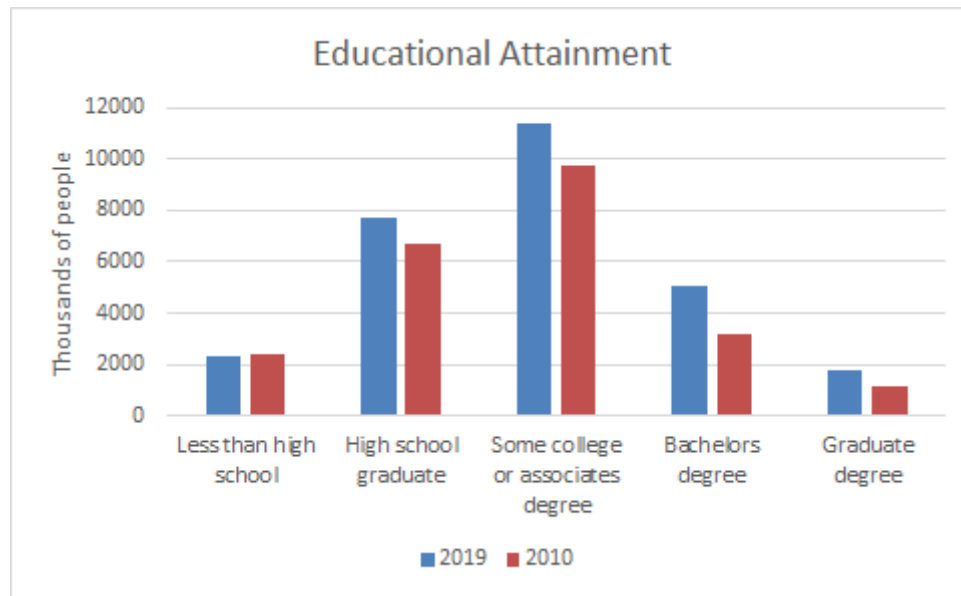
Educational Attainment: 2019

Population 25 years and over



Source: U.S. Census, 2019 ACS 5-year estimates

Graph 10. Educational Attainment by Area. Source US Census 2019 ACS.



Graph 11. Educational Attainment in Oregon City. Oregon City GIS Department. ESRI Data. Generated 8/26/21.

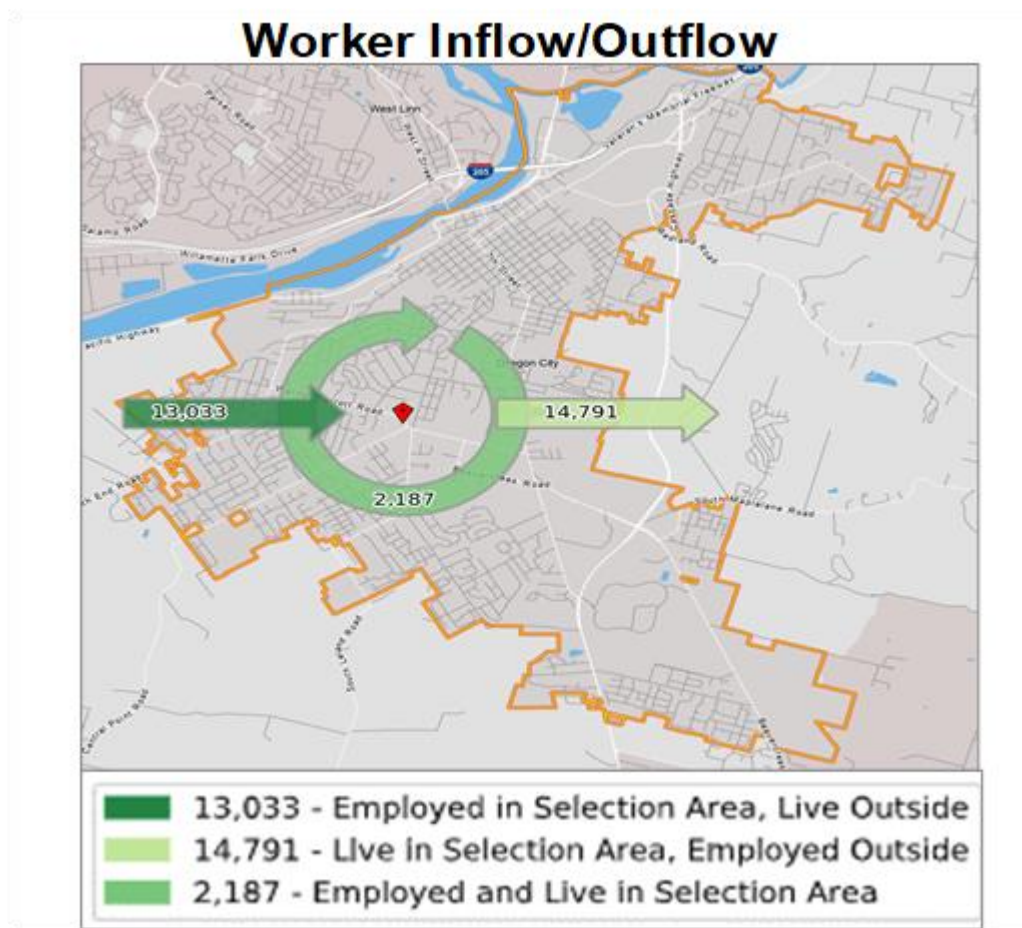
As with any socio-economic data, it's important to recognize the overall trends. Between 2010 and 2020, Oregon City added 10,131 new residents.⁹ The people moving to Oregon City come from across the educational spectrum. However, the rate of change within educational attainment levels was greatest among those with an associate degree or some college, and those with a bachelor's degree.

Commuter Travel Patterns

Most people who work in Oregon City travel from outside of Oregon City to get to their place of employment. In 2018 for example, more than 13,000 employees came to Oregon City during the work week, or approximately 85.6% of the local workforce.¹⁰ On the other hand, there were 14,791 Oregon City residents who traveled outside of the community to get to their place of work. Meanwhile, fourteen percent of the local workforce or 2,187 workers, lived and worked in Oregon City in 2018.

⁹ Goodman, Beth and Sadie DiNatale. Page 8.

¹⁰ Wallis, Lynn. Business and Demographic Fast Facts, Oregon City. June 23, 2021. Oregon Employment Dept. Pg. 18



Oregon Employment Dept. Used with Permission.

With existing commuter travel patterns as mentioned, the desire to work closer to home, the volatile changes in gas prices, increases in greenhouse gases, and the potential for new toll roads, conditions are ripe for new initiatives to enable more people to work where they live. More Oregon City residents working where they live would translate into more revenue being generated and spent locally and possibly circulating longer before finally leaving the city. This helps with supporting existing local small businesses and attracting new entrepreneurs.

Oregon City's Workforce

The availability of trained workers in Oregon City will impact the development of its economy. A skilled and educated populace can attract well-paying businesses and employers and spur the benefits that follow from a growing economy. Key trends that will affect the workforce in Oregon City over the next decade include its growth in its overall population, changes in the age of the population, incomes, educational attainment, access to housing, and commuting trends.

A resilient economy depends upon the availability and depth of experience of the local workforce. Oregon City relies upon trained individuals and access to a pipeline of talent. Like

firms throughout the region, companies large and small in Oregon City are currently reporting a shortage of workers as pandemic restrictions have been lifted. In March 2021, Oregon Governor Kate Brown announced two workforce related priorities in her economic recovery plan, including the generation of workforce development opportunities and “Supporting Oregon’s workforce that is currently employed but struggling.”¹¹

Likewise, Oregon City will support and expand its local workforce by identifying resources and fostering connections to enable employers to provide quality jobs and secure the employees that they need to be successful. An effective workforce development approach relies upon partnerships with workforce development, employment department, education and training organizations and employers.

The Economic Development Strategic Plan Steering Committee created a subcommittee on workforce development in late 2020 to inform, research, and guide policy development with the objective of examining the existing workforce in Oregon City. The workgroup met through late spring 2021.

To gain greater insight of the community’s workforce, the subcommittee established several focus groups of people who lived in Oregon City and were between the ages of 18 to 35. Portland General Electric donated the time of its top market research executive to Oregon City to design the protocols of the various focus Groups. The PGE marketing executive designed the focus group survey instrument and trained several City staff on how to facilitate the proceedings of the focus groups.

Oregon City Focus Groups and Interviews

The opportunity to participate in the Focus Groups was promoted on social media, Oregon City’s website and through flyers posted at Oregon City supermarkets, at a few apartment buildings and in downtown businesses. In addition, social media posts and neighborhood flyers were translated into Spanish. To ensure the best possible participation, a \$30 incentive was provided to each of the participants that took the survey. Sixty-two people initially registered to participate, a total of 50 people actually participated in the survey.

Covid restrictions and the need to host focus groups on the Zoom platform necessarily impacted community participation. Residents with easy internet access were more likely to participate. Economic development staff attempted to address this inherent limitation by hosting information tables at the Farmers Market and partnering with HACC and Worksource Clackamas.

Oregon City partnered with the Housing Authority of Clackamas County to offer an in-person Focus Group at one of HACC’s residential properties. In addition, Oregon City also partnered with Worksource Clackamas, promoting the opportunity to participate through the Worksource office on High Street.

¹¹ Sarah Cline. “Oregon Governor Announces 10 Point Economic Recovery Plan.” Oregon Public Broadcasting. March 23, 2021. <https://www.opb.org/article/2021/03/23/oregon-governor-announces-10-point-economic-recovery-plan/> (Accessed May 18, 2021).

Between mid-May and mid-September, nine (9) focus groups were held, 28 phone interviews with individuals were conducted, and 11 one-on-one person interviews took place. Covid safety restrictions mandated that the focus groups be held via Zoom. Most individual interviews were conducted on the phone. The one-on-one in-person interviews took place at the Farmers Market on June 26th and July 10th of 2021.

Themes Heard in Focus Groups/Interviews

Focus Group participants consistently pointed to the City's distinct identity and convenient location as two of its strongest attributes. "Convenient" defined as close to both Portland, with its employment and cultural opportunities, as well as rural locations and their beauty/recreational assets. Oregon City's walkable downtown was positively described. When asked about the attractions or activities that they wished Oregon City could offer, participants referred to the need for more activities for young adults. They liked the trend of interesting restaurants offering a range of different foods, including Corner 14, and requested more of the same.

Barriers to Entry Level Employment

Most survey participants were in an established career or had recently graduated from community college with an identified career interest. Two in-person interview respondents in the first year of college described the benefits of AP instruction and career related support that they had received at Oregon City High School.

Other survey participants described themselves as "uncertain" of their general career goals. They pointed to difficulties in finding "entry level" jobs. While people were generally aware of Clackamas Community College, respondents who were not current or recent students were unaware of the kinds of training that they could potentially receive there. Respondents uniformly had a hard time identifying professional networking and career resources that are available in Oregon City.

The Impact of Coronavirus in Oregon City

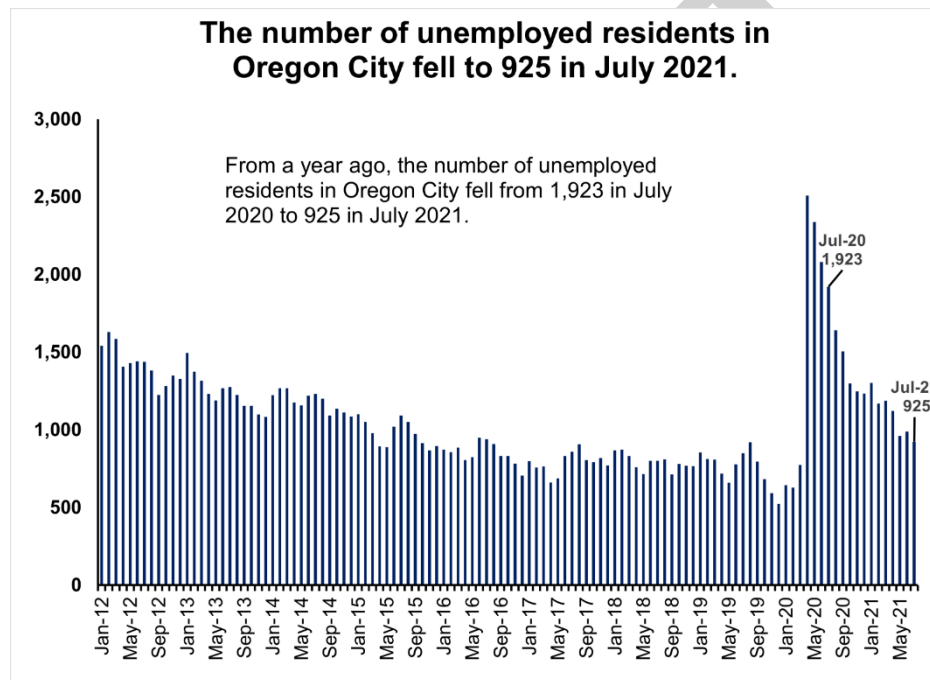
The Coronavirus pandemic has clearly had an impact on Oregon's City economy, and its effects continue to be felt in 2021. In April of 2020, the unemployment rate in Oregon City was a stark 13.4%. A year later in July of 2021, that rate had fallen to 4.7% with 925 people remaining unemployed.

Jobs and Businesses

Statewide, the industries most impacted by Covid were accommodation and food services, followed by construction, manufacturing, and healthcare and social services. Oregon City experienced a similar pattern. In 2021, retail and service employers in Oregon City have faced multiple obstacles in trying to fill available jobs, as uncertainty in the labor market and public health concerns have continued from 2020.

In September 2021, most unemployment benefits came to an end in Oregon, including the extra weekly federal stipend of \$300.00 per week. Many employers and policy makers thought that employees would be returning to work in droves. However, that has not proven to be the case.

As of October 2021, many industries in Oregon and Oregon City have experienced challenges with attracting workers. Surveys conducted by the U.S Department of Labor as well as other agencies have concluded that many workers are not interested in returning to the same low-paying jobs that they once had. Other respondents to surveys indicated that finding affordable childcare still remains a challenge for many households. Due to the virus, other workers have stated that they have experienced an epiphany and are seeking other career options and are not interested in being on the front lines of confronting the Coronavirus.



Graph 12. Number of Unemployed People in Oregon City, 2012-2021

Inflation

As of August 2021, the U.S. Inflation rate was 5.3% higher than in August 2020. Over the summer of 2021, consumer demand has been high but the availability of supplies for goods and services has been low. Although the Federal Reserve has indicated the current inflation rate is temporary, it depends on long is temporary, especially as the Federal Reserve considers pulling back on incentivizing the economy next year.

The Supply Chain (Late Summer/Early Fall 2021)

Supply chain challenges have existed in the United States for many years; however, due to COVID-19, the existing challenges have mushroomed into large-scale disruption. While the virus rages on, labor shortages persist in spite of wage increases and the decrease of unemployment benefits. The demand for goods has increased faster than the distribution system can catch up and adjust itself. Goods that go through the Port of Los Angeles and Long Beach, which represents 40% of the nations of the goods entering the U.S., have been on barges and ships for several weeks and the number of ships have been piling up.

It has been a challenging time for many Oregon City-based businesses. Whether they are restaurants or manufacturing, many businesses in the community have been experiencing both shortages in labor and supplies.

Investment In Oregon City

Despite the disruptions and hardships that the virus has caused, inquiries to buy and develop property in Oregon City has not waned. In fact, inquiries about vacant land owned by the Urban Renewal Commission have been steadily strong. While this is not expected to last forever, Oregon City has an important opportunity to grow in a direction that will have a positive impact on its capacity to establish a more resilient economy for many decades to come.

Strengths, Weaknesses, Opportunities, and Threat Analysis (“SWOT”)

Oregon City has several **STRENGTHENS** that should be noted:

- **Good Location**

The community situated within the highly populated Portland Metro Market. There are several major highways, including Highway 99, Highway 213, and I-205 that provide easy access to I-5. By car, Oregon City is less than 30 minutes south of downtown Portland. Businesses in Oregon City have access to the labor force in the Portland Region as well as to graduates from Clackamas Community College.

- **Transportation (blend good location and transportation)**

Oregon City is located on Highway 99, Highway 213, and I-205. Highway 99 is a primary north-south transportation corridor linking travelers to Salem and other communities east of I-5. I-205 is a major north-south interstate that connects travelers to I-5 and runs into east Portland and Washington. Oregon City’s access to markets is, in part, related to its location and its access to transportation

Businesses in Oregon City can access markets in the Portland Region as well as the broader markets via Highway 99, Highway 213, I-205, and I-5. Businesses also have access to markets available via the Port of Portland and Portland International Airport, both of which are 20 miles from Oregon City.

- **Labor market**

The availability of labor is critical for economic development. Availability of labor depends not only on the number of workers available, but the quality, skills, wages, and experience of available workers as well. Commuting is common in Oregon City, with 86% of Oregon City workers living outside of the city and 87% of Oregon City residents working outside of the city. The commuting patterns show that businesses in Oregon City are able to attract skilled and unskilled workers living around the region.

Government and education are the top employment sectors in Oregon City. As the County seat, Oregon City is home to several County and regional organizations such as the Clackamas County Community College’s main campus. The College founded in 1966 and is now one of the largest community colleges in the state of Oregon, serving an

average of 26,000 students annually.

Providence Health & Services operates the Willamette Falls Medical Center, a not-for-profit acute care hospital in Oregon City employing 670 people. And the Oregon City community is home to Benchmade Knife Company, Inc., premier manufacturer of world-class sports cutlery and edged tools.

The Oregon City's workforce is relatively educated and young. Businesses in Oregon City have access to highly educated skilled workers, nearby college students, and unskilled workers. Residents and businesses in Oregon City have access to students and training programs at Clackamas Community College.

- **Cost of doing business.** Compared to the Portland Region, commercial real estate is traditionally more affordable in Oregon City. However, vacancies for both commercial and industrial property are low, suggesting increasing competition to do business in Oregon City.
- **Tourism and access to outdoor recreation.** Oregon City was established in 1829 and in 1844 was the first incorporated city west of the Missouri River. There are several historic houses and museums situated within the community that stand as a testament to the City's historical significance to the State of Oregon and to the United States. The community's history establishes it as the State's original hometown.

Oregon City does face notable **WEAKNESSES**.

- **Lack of Larger Tracks of Land Flex Space or "Spec" Buildings**

The community lacks available vacant land of 15 acres or more. When seeking to relocate, manufactures and warehousing facilities have very tight schedules to comeback online. These companies are not willing to wait until the community establishes the necessary infrastructure. Manufacturers, as well as logistic companies, are looking for either available land of ample size and/or existing spec buildings with a minimum of 50,000 square feet.

- **Need for Flex Space or "Spec" Buildings**

The need for flexible space or the lack of "spec" structures hamper efforts to attract manufacturing and technological production-type businesses. On a monthly basis, the Economic Development Department receives requests for flex space and/or spec between 50,000 sq ft up to 100,000 sq ft. Currently, the community does not have buildings of this type and size. The geographic location of the community alone makes having spec buildings or an industrial park an important draw for industrial/technical industry. The more land and/or buildings that the City owns the more it can direct its future.

The community has great **OPPORTUNITIES** in its future:

Oregon City is located on the Willamette River; near several boat launches, Willamette Falls, nature and City parks, the Clackamas River Trail, and golf courses; and less than one

hour away from the Gorge Scenic Area. Recently, the City began implementing its Tourism Strategic Plan which will continue to shape and enhance the city's niche in the tourism market.

Oregon City's downtown area is an important investment that helps to identify community's place in the tourism market. A strong, vibrant downtown area enables the entire community to solidify its identity within the region and attracts investment dollars to support important projects. However, without the strong financial support of the downtown businesses in their Downtown Oregon City Association ("DOCA") the investments made thus far will become stale and dated and the downtown will revisit its unfortunate past. City government will not be able to indefinitely provide financial support to DOCA, a private nonprofit, organized on behalf of the downtown area and its businesses.

Oregon City enjoys easy access to outdoor recreation as well as close proximity to the region's largest city, Portland. Participants in a focus group hosted by the City's Economic Development Department cited these attributes as reasons they moved to and/or are likely to remain in Oregon City. As the City and its partners build Oregon City's Tourism infrastructure, more visitors will come to enjoy Oregon City's restaurants and explore the community's attractions. This trend will continue over the next 5 to 10 years, as the City invests resources in its tourism campaigns and the number of attractions, restaurants, and activities continue to increase.

The Urban Renewal District presents some very exciting development and growth opportunities for the community. If applied to stimulate economic growth and to create public investments that complement private investment, the creation of jobs, the broadening of the tax base, and the emergence of a multiplier effect that supports the growth of small businesses will be the resulting impact.

Several **THREATS** endanger the community's economic growth:

Clackamas County Courthouse – Pending Relocation

An underlying concern is the impending move of the Clackamas County Court from its current location in downtown Oregon City (807 Main Street). Although the County Court will remain in Oregon City, its new location is far enough removed from the downtown threatening the livelihood of many small restaurant businesses. The County Court site downtown is heavily utilized by attorneys, judges, plaintiffs, and many others for a variety legal-related business. As such, restaurants and retail establishments are the benefactors of the heavy use of the County Circuit Court Building.

The relocation of the Clackamas County Court from the downtown area will be felt by the businesses that have come to depend on the people traffic generated by the courthouse. The Economic Development Department will work in partnership with Clackamas County and the Downtown Oregon City Association to implement a full transition strategy to replace the loss of people traffic with that of another opportunity.

Rising Cost of Development

Another area of concern that threatens the overall growth of the community is the rising cost of development in Oregon City. Unfortunately, revenue sources for Oregon City are limited to property taxes, state shared revenues, and charges for services. As a result, Oregon City relies heavily on property taxes and other self-generated revenues including franchise fees, building permits, business licenses, and system development charges. It is important that City government find ways to contain the rising cost of development. The danger of increasing business investment costs will either slow or stop business investment altogether within Oregon City.

Skilled-Labor Force Constraints

More technical skilled workers are needed, particularly as an aging workforce reaches retirement age or decide to leave the workforce earlier than planned. Meanwhile, younger workers are not replacing older skilled employees in significant numbers because they do not view those jobs as “attractive employment opportunities.” In addition, many parents favor their children attending college as opposed to becoming skilled-trade workers.

The City’s economic development staff interviewed many officials and employees of exiting workforce development organizations on the county and state levels to gain insight as to the challenges that these organizations face in providing workforce development services. The following observations were revealed:

- Lack of marketing/promotion dollars
- Data input and information management is cumbersome and problematic
- The forms are all different but trying to get the same information
- Too many procedures and procedural confusion
- Services provided and collaboration are based on personal relationships
- Agencies protecting their own self-interests
- Lack of efficient/effective coordination
- Too many choices of assistance that few people know about
- Bureaucratic concern as to who gets credit
- Poor follow through and follow up
- Lack of understanding of the customers’ needs/not listening
- Bureaucracies believing in their own hype
- Paralysis through analysis
- Lack of written agreements between agencies and employers

Childcare Constraints

Childcare and labor force participation are necessarily intertwined. If a parent is unable to access affordable childcare from a relative or professional childcare provider, then he or she may need to forgo work opportunities and the associated income. Like much of the state, families in

Oregon City have faced a critical shortage of affordable childcare options, according to the Oregon Department of Education Early Learning Division.¹²

The COVID-19 Pandemic exasperated the childcare challenges that already existed for many families in Oregon City. Childcare needs to be available and affordable so that many individuals will have the opportunity to be gainfully employed again.

As employers compete for workers and try to build strong relationships with their staff, providing quality care can become an important incentive. Oregon City currently has 26 childcare businesses, serving children from 6 weeks to 12 years old. Importantly, most Oregon City's providers (73%) are home-based business.¹³ The cost for childcare ranges from \$165 to \$190 per week per child for home-based care.¹⁴ Families face a two-sided challenge when it comes to childcare – the number of available provider options is limited, and the cost is high.

As with Workforce, the Economic Development Strategic Steering Committee established a Childcare Subcommittee. In May 2021, the Childcare Subcommittee conducted a survey of Oregon City's childcare businesses. Twelve of Oregon City's businesses responded. When asked what the biggest barriers to growing their businesses, respondents shared the following answers:

Size limitations of our facility	6
Staffing shortages	5
Regulatory requirements for home-based providers	4
Other issue	4
Cost of physical improvements	3
Other regulatory issue	1
Terms of our current lease	0

Childcare providers in Oregon City reported strong demand for their services. Many shared that they had long wait lists. They also identified the following concerns:

- Having to open and close in each classroom (hard to schedule staff without them burning out),
- Lack of teacher qualified candidates, long process for Aide I's to increase status and be allowed in a classroom.
- Stable group environments.

Support of policies that enhance the childcare industry helps all industries.

Perception of Not Being Business Friendly

¹² The State of Early Care & Education and Child Care Assistance in Oregon. Oregon Dept. Of Education and Early Learning Division. Page 1. December 2019.

¹³ Oregon City Economic Development Department Survey, May 2021.

¹⁴ Cited from website www.care.come/day-care/oregon-city-or.

Creating a business-friendly environment should be the collective responsibility of government, private nonprofits, residents, and existing businesses. They all have a part to play in creating a business-friendly eco-chamber.

- Government

Clear communication, intentional education, good customer service and thoughtful regulatory stipulations and processes are key elements of a business-friendly environment. Ensuring that the development process and other policies are streamlined, transparent, predictable, and cost contained are key to projecting a business-friendly environment.

It is important that elected officials demonstrate the same commitment and enthusiasm to existing business as they do to new business prospects. Public officials can use speeches, interviews, and other communications to rally the community around a message to support and welcome business investment.

- Private Non-Profit Entities

Sponsoring forums on how to support local businesses and how to overcome the challenges of business ownership can go a long way in conveying a supportive business environment. Publicly celebrating business successes (expansions, new product lines, new business) is an important message not only for the business impacted but for other businesses as well.

- Residents

Neighborhood Associations that develop or support “buy local” initiatives is important way to establish a community wide enthusiasm for businesses.

- Existing Businesses

It takes a long time to make a substantial impact in the community for most small businesses. Where it makes sense, more small businesses should collaborate or form specialized partnerships with one another to address issues that few small businesses can manage alone such as childcare or workforce development.

IV. Oregon City Goals, Strategies and Milestones

The Oregon City 2022-2027 Economic Development Strategy builds upon five central target areas:

- A. Business Retention and Expansion
- B. Business Attraction
- C. Entrepreneurship
- D. Urban Renewal
- E. Tourism Development

Each of the five development areas have goals, strategies and milestones. The goals section reveals the direction that each development area should be focused on, while the strategies and milestones sections provide specific direction to guide the Economic Development Department's work over the next five years.

A. Business Retention and Expansion ("BRE")

1. Goal: Retain and Support Local Business Through Proactive Outreach and Communication

Economic Development staff will meet regularly with target industry businesses to understand and respond to their concerns. Economic Development staff will also meet, from time to time, with other businesses. The purpose of these visits is to better understand and respond to pertinent business concerns. Although BRE visits will focus on Oregon City's target industries, staff will be responsive to all reasonable business requests.

a. BRE Outreach and Support Strategy

The City's economic development department will meet with 5 local businesses every quarter and respond to their needs, relative to growth and/or retention. During a BRE visit, staff will connect local businesses with available development and investment sources. Depending on the company, these resources range from business planning, relocation financing, location assistance, and hiring resources, to industry specific development assistance.

- i. Milestone One – Develop a BRE Business Resource kit.
Timeline – July 2022.
- ii. Milestone Two – Complete 20 Target Industry BRE Visits.
Timeline – December 2022.

2. Goal: Workforce Development – Support the Development of a Systemic Skills-Based Training and Job Placement Network

Oregon City's Economic Development Strategy includes specific workforce development strategies that seek to increase and improve the level of collaboration among workforce

development partners and private industry. The ultimate outcome is to improve workforce participation and engagement especially for people in the 18- to 35-year-old age range.

The “Talent Ready” Initiative, A Pilot Project

Like companies throughout the Portland metro region, and throughout the country, employers in Oregon City are currently struggling to find workers as the economy emerges from a year plus of pandemic related disruptions. At the same time, workers from a variety of backgrounds want “quality jobs” but find it difficult to find this type of employment because many workers do not have the requisite skills for such work.

The City of Oregon City will respond to the needs of both employers and individuals, that want and need technical skill-training by launching its “Talent Ready” Initiative. This program is designed to be a systemic and comprehensive strategy designed to help employers secure talent and prepare individuals for technical skill-related jobs including trade jobs.

Talent Ready creates a close-knit systemic network of workforce development professionals, job training providers, primary and secondary education partners, social service organizations, and mental health professionals who work in a manner that appears, from the outside looking in, as an almost seamless organization. This concept is based on the fact that clients, whether individuals or employers, do not want to see how bureaucracies create sausage and nor should they. Talent Ready is designed to address the needs of the client not only that of the bureaucracies involved in workforce development work. It provides more than technical skill-training; it also provides access to “wrap-around” services that exist throughout the network to assist people in finding work.

a. Strategy – Work with Partners to Launch the Talent Ready Initiative

There are several local partners whose involvement will be critical to the successful launch and execution of Talent Ready. These partners include the Clackamas Workforce Partnership, Clackamas Community College, Oregon Employment Department, the Oregon County Department of Human Services, the Oregon City School District, public/private mental health professionals, and business/corporate leaders, just to name a few.

For its part, Oregon City’s Economic Development Department will work with each of these entities to help mitigate entities operating in silos, aid in the development of a united user-friendly network of services, and market the network to the business community and general public.

i. Milestone One: Draft Talent Ready Partnership Agreements

Oregon City will work with each partner to craft Talent Ready Partnership Agreements. The Partnership Agreement will specify roles for each participant and expected outcomes.

Timeline: Aug 2022 – Initial Draft Agreements Developed

b. Strategy - Identify and Recruit Participating Employers

Employers clearly play a central role in the effective execution of Talent Ready. They will also be involved in hosting on-the-job training opportunities. Economic Development staff will work with its partners to identify and recruit employers to be involved in Talent Ready.

i Milestone Two: Recruit Employers

Timeline: September 2022 – Initial Draft Agreements Developed

c. Strategy - Market and Promote Talent Ready

Oregon City’s Economic Development Department will utilize its resources to aggressively promote and market the entire workforce development system throughout Clackamas County and beyond. TV commercial ads, billboards, social media outlets, and carefully placed printed media will constitute the arsenal of media advertising

i Milestone Three: Market and Promote Talent Ready

Timeline: January 2023 – Implement Promotion Activity

3. Goal: Childcare - Increase the Number of Childcare Opportunities in Oregon City for Children Ages 0 to 5 Years (Pre-Kindergarten).

Oregon City has the goal of increasing the number childcare opportunities for children between the ages of 0 and 5. There are multiple tangible benefits of obtaining this goal, including improved preparation for kindergarten and future academic success for the children, and increased time to pursue income opportunities for child guardians. Increased workforce participation among parents and guardians directly leads to improved family income.

The lack of available childcare has a direct negative impact on the local economy. “Oregon businesses are (also) reporting the impact of quality childcare on their bottom line, as they struggle to find employees or as the effect of unstable, low quality childcare arrangements causes workers to miss days and lose productivity.”¹⁵

Childcare businesses in Oregon City almost uniformly reported waiting lists and a shortage of available childcare “spots” in the community. Only one of the childcare companies who responded to the City’s survey indicated that they had available openings. Throughout Clackamas County, and the entire State of Oregon, childcare shortages are common.

a. Strategy - Employer-Based Childcare Center Feasibility Study

During the height of the Covid-19 pandemic, working parents lost the childcare structure provided by school. This loss and the accompanying reduction in working

¹⁵ The State of Early Care & Education and Child Care Assistance in Oregon. Oregon Dept. Of Education and Early Learning Division. Page 1. December 2019.

hours emphasizes the connection between access to childcare and the ability to work. And as companies struggle to find the workers they need, benefits such as schedule flexibility to support working parents and support for daycare participation, can be an important incentive when recruiting employees.

In initial conversations with a small sample of Oregon City employers, they expressed interest in establishing a new childcare facility in Oregon City that would serve the childcare needs of one or more local employers. The service would either be contained in the same building as one of the employers, or in a location that is close to multiple employers.

Economic development staff will host more conversations with employers to further gauge employer interest and obtain a very preliminary number for the range of potential children who could potentially participate. If the feasibility study shows a strong desire to proceed with the development of a childcare center, a public/private partnership should be pursued with the City providing reduction in permitting costs as well as some form of financial support.

i Milestone One: Complete Childcare Feasibility Study

Timeline: Done

ii Milestone Two: Identify 3 to 5 employers to support funding a childcare center

Timeline: Dec. 2022

Strategy - Recruit New Childcare Providers to the Community

Across the state of Oregon, families are struggling to find quality, affordable childcare.¹⁶ Oregon City is no exception. One local provider reported that she receives inquiries for childcare spaces on a weekly basis. The Covid-19 pandemic forced childcare centers to close or reduce capacity, making it more difficult for families to access care. While many of the 2020 restrictions have been minimized, childcare centers reported in June 2021 that they remain operating at two-thirds of their desired capacity.¹⁷

Economic Development staff will identify and attract 1-3 new childcare businesses to Oregon City during the 2022-2027 period. The Childcare Subcommittee of the Oregon City Economic Development Strategy Steering Committee supported the goal of creating additional childcare capacity in our community, at either through more home-based establishments or via the creation of a center-based facility.

To the extent possible, City staff will support existing providers. For example, it is important that staff monitor the availability of funds that will come to Oregon and Clackamas County through the American Rescue Plan Act. If a competitive application becomes available for

¹⁶ Early Learning Division, Oregon Dept. of Education. The State of Early Care and Education and Child Care Assistance in Oregon. December 2019. Page 1.

¹⁷ Early Learning Division, Oregon Dept. of Education. Press Release July 21, 2021. "New Report Shows How Covid-19 Heightened Challenges for Child Care Providers."

individual providers to apply, the Oregon City Economic Development Department will inform community childcare providers.

- i Milestone Three: Attract 1 to 3 new childcare businesses to Oregon City

Timeline: Dec 2023

b. Strategy - Improve Affordability of Childcare by Helping to Reduce its Cost

In addition to increasing the number of childcare opportunities, the cost of care is also a significant issue. For 20% of the Oregon workforce that left their job in 2020, the primary reason cited was the cost of childcare. Childcare costs vary depending upon the age of the child and the childcare setting. Home-based childcare is typically smaller than center-based care and is generally, less expensive. The location of childcare is also a factor; Oregon City is part of the Metropolitan Statistical Area for Portland. Oregon City's prices therefore tend higher than more rural areas of the state.

- i Milestone Four: Establish a Forgivable Loan Fund

Timeline: July 2022

4. Goal: Business Advocacy – Establish and Promote an Ombudsman Business-Advocacy Program

An “ombudsman” is an advocate, a proactive partner who works to resolve conflict between business and government with respect to regulatory-related issues. Oregon City's Economic Development staff along with other City staff will serve the community's businesses by providing timely information and supporting business efforts to gain access to development resources and information.

Staff will meet directly with businesses, sometimes proactively and at other times responding to direct requests for assistance. Economic development staff will also attend pertinent meetings of interest to local business leaders. By advancing an “ombudsman” system, economic development staff are publicly committing to advancing a responsive and positive partnership approach between City government and the community's business investors.

a. Strategy - Provide Customer Service Training to City Staff

The Oregon City Economic Development Department will engage a consultant to help construct a customer service program. The program will have the following features:

- development of user-friendly documentation for the public
- proactive outreach and education for the public
- active listening skills for the front line, public facing city staff
- principles of problem-solving
- customer service feedback

- i Milestone One: Develop Customer Service Training Program for City Staff

Timeline: September 2022

- ii Milestone Two: Establish Standard Operation Procedures for Ombudsman Engagement

Timeline: November 2022

b. Strategy – Maintain a data base to track business customer/client engagement

Keeping a record of customer engagement services as a documented record of quality of service and outcomes. When reviewed periodically, the record serves as a method to help improve service as well as establish a statistical analysis of customer engagement.

- i Milestone Three: Establish a customer record management data base

Timeline: Done

B. BUSINESS ATTRACTION

1. GOAL: Attract New Businesses to Oregon City

The City's Economic Development Strategy offers goals aimed at fostering a **diverse, resilient and vibrant** local economy. Local utility companies can plan a major role in helping to attract major investment to a community. Local utility companies will be invited to participate in Oregon City's business attraction strategy.

The strategy supports actions, policies and programs that foster an environment for growth by targeting certain industry clusters including

***Light manufacturing and assemblage**

***Logistics and wholesale distribution**

***Healthcare**

***Professional, Scientific, and Technical Services (especially electronic connectivity)**

***Tourism**

a. Strategy – Establish an Inventory of Available Property for Purchase/Development

Provide a platform for commercial realtors and property owners to share information about available commercial buildings and developable land. The platform would be free to use. Economic development staff would encourage realtors to maintain up to date information on the website and would monitor the site's accuracy.

- i Milestone One: Create an Inventory of Available Property with the Community

Timeline: On-going

b. Strategy – Identify Properties That Could be Purchased by the City

Oregon City is surrounded by areas of unincorporated Clackamas County along its eastern, southeastern and southwestern boundaries. Regular population growth and infrastructure changes may require the city to acquire new land. Other factors may also be at play, including the potential growth of a local company that could lead to a significant increase in the number of local family wage jobs.

Oregon City staff will maintain current information on available properties and developable land. Staff will actively monitor opportunities to identify potential parcels of land within the urban growth boundaries that would benefit the growth of local employment and/or target industries. Oregon City staff will move to begin annexation proceedings in the event favorable sites become available for future business investment.

i Milestone Two: Identify Properties for City to Purchase

Timeline: On-going

c. Strategy – Develop Marketing/Promotion Strategy to Attract Companies within the Industry Cluster Group

Oregon City's industry clusters are among the primary economic drivers in the local economy:

- They provide competitive wages for their employees
- There is a strong concentration of firms in the industry and in supportive functions

i Milestone Three: Implement Business Attraction Strategy

Timeline: Aug 2022

d. Strategy – Launch a New Oregon City Economic Development Website

The Oregon City Economic Development Department will establish a separate website from That of the City's regulatory and community-related information website. Although the economic development website will feature the City's logo and provide links to the City's regulatory-related information, the information contained in it will be tailored to aid with business investment and growth.

i Milestone Four: Establish a New Economic Development Website

Timeline: July 2022

e. Strategy – Develop/Implement the Urban Renewal District's Plan

To date, much has been done to develop the Urban Renewal District's plan, including its vision and methodology for making decisions on investments. This work will continue in

earnest up to the requirement of seeking voters' approval to use tax increment to create jobs and improve infrastructure.

- i Milestone Five: Complete Urban Renewal District Plan

Timeline: August 2022

2. GOAL: Examine The Potential Of Establishing Fiber Optic Networks in Oregon City to Businesses and Homes

Advanced broadband capabilities are becoming more widely acknowledged as a basic necessity to support competitive businesses and to meet the growing digital needs of consumers. In its November 2020 report, The Oregon Broadband Advisory Council stated that "Once viewed as a luxury, broadband increasingly is seen as a necessity, as essential infrastructure and service."¹⁸ Fiber Optic Technology is a specific form of broadband communications and arguably is among the best high speed communication technologies currently in existence. Fiber Optic technology ensures that companies of all sizes can securely conduct their online business.

Making Fiber Optic Technology readily available to local companies will enhance Oregon City's regional competitiveness. A city-wide fiber optic network would serve both businesses and residents. A study of a potential city-wide network will examine the cost and technology barriers faced by many residents and business owners and, hence, the demand for this type of service.

a. Strategy - Develop an RFP to identify broadband consultants to conduct a feasibility study

The Oregon City Economic Development Department will issue a Request for Proposals ("RFP") to identify a suitable provider to conduct a detailed Feasibility Assessment of a City-Wide Fiber Optics Network. Whether owned by the City or operated through a public/partnership with a fiber optic vendor, the study will determine the feasibility and estimated costs of providing fiber optic technologies to both businesses and homes throughout Oregon City,.

- i Fiber Milestone One: Issue RFP to broadband consultants

Timeline: Done

b. Strategy – Identify a broadband consultant to begin the work of conducting a feasibility study

¹⁸ Oregon Broadband Advisory Council Report. November 1, 2020. p. 5 Accessed 7/15/21.

https://www.oregonlegislature.gov/citizen_engagement/Reports/OBAC%202020%20Report%2011-1-2020.pdf

- i Fiber Optic Milestone Two: Identify a broadband consultant

Timeline: Done

c. Strategy – Conduct the feasibility study

- i Fiber Optic Milestone Three: Complete the Feasibility Study

Timeline: August 2022

C. ENTREPRENEURIAL SUPPORT

Not all business growth and development will come from existing companies or from businesses relocating to Oregon City. It is important to recognize that engaging in “entrepreneurial gardening” will result in the type of business investment that could have long and enduring roots in the community. Companies that find their beginning in a community and grow to larger businesses are more likely to remain in the community due to a variety of factors such as family connections, community pride in the product or service provided, and a closer connection with the labor force. Furthermore, when local companies are successful, they are more likely to reinvest in their workers and community. For these and other reasons, the Oregon City Economic Development Department will work to support small business startups.

1. GOAL: Provide Greater Technical Assistance to Small Business Startups

The City’s Economic Development Department will nurture the growth of startups by connecting them to a variety of existing and new business development resources. In addition, the economic development staff will serve as strong advocates on behalf of small business startups affording them opportunities that larger more established businesses have utilized.

a. Strategy – Technical Assistance Partnership Agreements

There exists a variety of technical support resources for small businesses; however, no doubt some are better than others at providing technical services to businesses with 25 or fewer employees. The City’s Economic Development Department will actively seek to partner with only those entities that actively and demonstratively provide impactful services to startup clients such as the Micro Enterprise Services of Oregon, and several others.

- i Entrepreneurial Support Milestone One: Draft technical assistance partnership agreements

Timeline: July 2022

2. GOAL: Support The Development of New Market Opportunities For Small Businesses

The startup stage of small businesses, usually between one to five years, is a very venerable point in the development of entrepreneurial endeavors. It is at this stage that business startups should obtain assistance in strengthening their foundation and market entry.

a. Strategy – Support the Development of New Market Opportunities

For its 2021-2022 annual operating budget, the City of Oregon City budgeted approximately \$10.7 million for professional and repair services, operating materials and supplies and office and administration supplies (see Table 6). The economic development department will work with other City departments to create a City-wide procurement program that directs a portion of its expenditures to community-based supply and service providers, to the greatest extent possible.

Professional & Technical Services	\$2,790,577
Repair & Maintenance Services	\$3,493,204
Operating Materials & Supplies	\$3,412,506
Office & Administrative Supplies	\$992,534
Total	\$10,688,821

Table 6 – Selected categories, Oregon City 2021-2022
Annual Operating Budget

i Entrepreneurial Support Milestone Two: the Oregon City Small Business Purchasing Assessment

In preparation to launch this program, the economic development department will first conduct an evaluation of City purchasing to understand what level of purchasing is currently directed to Oregon city-based businesses. It is necessary to identify local businesses that may have the capacity to grow further when provided the opportunity to serve the City's purchasing needs.

Timeline: November 2022

ii Entrepreneurial Support Milestone Three: Develop Procurement Program Guidelines.

Work with other City departments to develop procurement guidelines.

Timeline: November 2022

iii Entrepreneurial Support Milestone Four: Promote the City's Small Business Purchasing Initiative

Develop marketing/education material to promote the program.

Timeline: January 2023

3. GOAL: SUPPORT ENTREPRENEURIALISM

a. Strategy – Develop a Loan Program for Start-up Businesses

In addition to technical support and identifying new market opportunities, the City's Economic Development Department will directly provide financial resources to business startups. The department will establish The Entrepreneurial Loan Program, a low-cost, "patient money" loan program for Oregon city-based businesses. Eligible expenses will include working capital, building renovations, and machinery and equipment purchases.

i Milestone Five: The Entrepreneurial Opportunity Loan Program

Timeline: Done

D. URBAN RENEWAL DISTRICT

The Urban Renewal District is the single most important tool that the City of Oregon City Has to help encourage and direct investment that will create jobs, build industry, and further develop the community. During its retreat to reestablish the District, Urban Renewal Commission recognized t the Urban Renewal District is a valuable economic development tool.

Hence, retooling the District is an important undertaking if the community wants to control and direct its growth and development.

1. GOAL: Develop a Vision Statement and Framework for Decision-Making on New Projects

Oregon City is a historically, culturally, and geographically unique place in the Portland Metro Region. It was established in 1829 and in 1844 was the first incorporated city west of the Missouri River. The community's history establishes it as the State's original hometown. In Oregon City there are historic houses, museums, and Willamette Falls situated within the community that stand as testament to the City's historical significance to the State of Oregon and to the United States.

Oregon City is one of the hubs of the Portland Metro Area. It seeks to attract visitors, new residents who appreciate the community's commitment to quality of life. The City's core is a recognizable, vibrant destination with public and private investment in small-scale shops, a mix of restaurants, and cultural amenities that reflect the area's diversity.

Within the Urban Renewal District (“the District”) residents live, work, and play while having access to various amenities including vibrant visitor experiences that attract the public during both the day and night; well-presented historical venues that provide visitors different vantage points of the community’s past; enjoyable recreational opportunities of various types and venues; livable environs that enhance one’s quality of life, efficient transportation options that move people in and around the District; and sound investments in public infrastructure that complement and support private investment.

Overall, the District’s project expenditures are fiscally conservative and do not saddle future generations with long term environmental or economic burdens. For-profit business operations provide long-term employment, helps broaden the tax base, and provides a positive rate of return to the Urban Renewal District.

- a. **Strategy – Develop a Vision Statement and Framework for Decision Making through a Series of Retreats**
 - i One: A New Vision Statement and Framework for Decision-Making

Timeline: December 2021 (Done)

2. **GOAL: Revise the Existing Urban Renewal District Plan**

- a. **Strategy - Hire a consultant to update the financial and project components of the plan**
 - i Milestone Two: Update the Financial and Project Components of the Plan

Timeline: Aug 2022

3. **GOAL: Encourage Downtown Residency on Upper Floors of Downtown Structures**

- a. **Strategy – Contribute to Establishing a “Quiet Zone” Downtown**

Railroad tracks run adjacent to much of Oregon City’s historic downtown. A “Quiet Zone” would establish a series of operational and architectural measures that would result in reduced noise from freight and passenger trains.

- i Milestone Three: Quiet Zone Established

Timeline: 2027

E. TOURISM DEVELOPMENT

The primary tourism objectives for the City of Oregon City are to increase tourism-related revenues and employment opportunities within the City. This will be achieved by:

1. Increasing the number of tourists/visitors

2. Increasing the length of stay of the tourist/visitor
3. Increasing the average amount of tourist/visitor expenditures

The Economic Development Department recognizes that what is attractive to visitors can also be attractive to residents and investors, thus providing a quality of life and business development component to the strategy.

1. GOAL: Develop, Grow, and Strengthen the Tourism Industry in Oregon City

Tourism can play an economically beneficial role in Oregon City. It could help businesses Grow and provide a better living experience for residents. This is a belief shared by many stakeholders in the community, who have been engaged in helping to realize tourism's full potential.

a. Strategy – Further Solidify the Oregon City Tourism Stakeholder Group

Convene a working group of asset and business operators to share best practices and resources: With Oregon City tourism being relatively young in its development, resources are scarce. For the City to realize its full tourism potential, local stakeholders will have to work together to combine efforts, educate each other on effective practices and share resources where necessary.

i Milestone One: Grow the Stakeholder Group

Involve more private for-profit businesses as well as more private non-profits in the tourism stakeholder group.

Timeline: Ongoing

ii Setup email system for communication

Timeline: Done

iii Setup Quarterly Meeting

Timeline: On-going

b. Strategy – Provide Training & Technical Assistance

For Oregon City to grow its tourism industry, it will need to lead local stakeholders in tourism best practices. By providing education and technical assistance that supports a variety of tourism assets in operating in a more effective and efficient manner, as well as offering participatory programming that aligns individual tourism assets with a more compelling city-wide vision, Oregon City Tourism can ensure its relevancy and competitive stance in a crowded, ever-changing market.

i Milestone Two: Establish the Concierge Institute

The Concierge Institute is a high-quality training and technical assistance program for nonprofit tourism-related organizations as well as for-profit tourism-facing businesses, employees, and volunteers. The program will provide various forms of resource assistance to help participants overcome operational challenges, enhance occupational professionalism and secure growth opportunities.

Nonprofit and for-profit entities participating in the program will experience up to eight weeks of training on the business of tourism and organizational and professional development. After completing the training, graduating nonprofits will be eligible to receive grants, paid interns as well as new volunteers, and marketing. Resources allocated based on their respective needs. Participating historical organizations must agree to a coordinated schedule with other tourism sites within the community. For-profit entities will be eligible to receive marketing and promotion resources. Program participants must also agree to coordinated marketing and outreach strategies designed to attract visitors to Oregon City.

Timeline: On-going

2. GOAL: Establish a Tourism Industry Brand

A destination's brand is an important differentiator in the travel and tourism industry. It helps distinguish one destination from another and helps influence visitor decision making.

A well-communicated and understood brand also helps direct marketing efforts to visitor segments who have the highest affinity to the brand, optimizing activity and spending. Brand also serves as a unifying tool to get various stakeholders to come together under one common understanding of the experience they are trying to create.

a. Strategy – Establish a Full-Fledged Marketing Campaign

i Milestone Three: Implement Destination Ready

Destination Ready is a marketing/promotion campaign designed to highlight Oregon City's Tourism industry. Its goals are:

- to establish an ongoing relationship, following, and loyalty status with the Oregon City visitor
- to convey the attributes of *home, history, and play*; and
- serve as a place where the visitor can always come back "home" to recalibrate.

Timeline (Destination Ready): On-going

ii Milestone Four: Establish a Tourism-Related Website

Timeline (Tourism-Related Website): Done

b. Strategy – Develop and Implement City-Grant Supported Special Public Event Program

A “City-Grant Supported Special Event” Program is recognized by the City as a special public event that supports the community’s tourism industry and promotes the industry’s brand. It is usually an ongoing annual special event that grows in recognition to become a marquee event.

i Milestone Five: Develop Program Guidelines and Promote the Initiative.

Timeline: January 2023

ii Milestone Six: Better coordination among various City departments with regard to permitting all special public event permitting

Timeline: January 2023

c. Strategy – Increase Community Engagement with the Tourism Industry

A destination is its people—they make up the culture and the experience the visitor engages during their visit. Therefore, a tourism product is only as good as the people who support it and its value. Oregon City needs to ensure that the value of tourism is understood by the local community and that the community supports these efforts and create an authentic experience.

Example: The Community Showcase. Oregon City’s Tourism Program developed The Community Showcase initiative to encourage residents to explore historic attractions.

Due to COVID-19, the program provided virtual experiences of visiting historic sites while also incentivizing individuals and families to participate via prize drawings for gift certificates redeemable at local restaurants. Ten (10) different restaurants were randomly chosen each month. Oregon City paid the restaurants using the gift certificates.

i Milestone Six: Implement the second round of the Community Showcase

Timeline: August 2022

3. GOAL: Increase the Number of Visitor Experiences (Destination Development)

The City’s Economic Development Department and its partners will be engaged in activities and methods to attract new tourism-related investments to Oregon City. The primary focus will be on businesses that are positioned to enhance the experience of visitors regardless of the season.

a. Strategy – Attract New Tourism-Related Businesses to Oregon

Oregon City Economic Development Department will identify tourist-facing businesses that provide experiences to their customers, i.e., small cruise ship vessels, kayaking rentals, zip-lining, etc.

i Milestone One: Develop Business Attraction Package

The business attraction package is designed to acquaint potential new tourist-facing businesses with the Oregon City community and convey development opportunities that exist here. The package would also describe potential incentives that may be afforded to new investment opportunities.

It is projected that the Economic Development Department will attract 1 to 3 new business investment to Oregon City by June 2023

Timeline (Business Attraction Package): February 2022

4 GOAL: Support the Arts in Oregon City**a. Strategy - Re-establish the Oregon City Arts Commission**

The Arts Commission is an advisory body that is charged with engages the arts community in various ways to help encourage tourism, nurture community identification through the public display of sculptures, paintings, decorative features, horticulture enhancements, music, dance, poetry, historical portrayals, and other forms of artistic expression.

i Milestone One: Re-establish the Oregon City Arts Commission
Timeline: Re-established on October 26, 2021

PAGE LEFT BLANK INTENTIONALLY

DRAFT

V. BUDGET INFORMATION

ECONOMIC DEVELOPMENT- BUSINESS PROMOTION

- PROMOTE TOURISM AND SUPPORT ECONOMIC DEVELOPMENT TO FOSTER COMMUNITY SUSTAINABILITY**
- SUPPORT IMPROVEMENTS AND PARTNERSHIPS THAT CONTRIBUTE TO OUR HOMETOWN FELL AND SHOWCASE OREGON CITY'S UNIQUE COMMUNITY IDENTITY**

STRATEGY: PRIORITIZE AND IMPLEMENT THE CITY-WIDE ECONOMIC DEVELOPMENT STRATEGY

Marketing:

• Promotional Video of Oregon City	\$20,000
• Digital & Social Media Platforms	\$20,000
• Radio/TV Spots	\$120,000
• Printed Ads	\$20,000
• Billboards	\$60,000
• Economic Development Website	\$15,000
• Brochures & Promotional Items	\$25,000
• Fam Tours (Developers/Investors)	<u>\$20,000</u>

SUBTOTAL \$300,000

Entrepreneurism

Entrepreneurial Opportunity Loan Program \$100,000

- | | |
|---------------------|----------|
| • Childcare | \$50,000 |
| • Business Startups | \$50,000 |

Infrastructure: Fiber Optics \$200,000

TOTAL.....\$600,000

TOURISM STRATEGY – TOURISM PROMOTION

TOURISM PROMOTION – DESTINATION READY

- **PROMOTE TOURISM AND SUPPORT ECONOMIC DEVELOPMENT TO FOSTER COMMUNITY SUSTAINABILITY**
- **SUPPORT IMPROVEMENTS AND PARTNERSHIPS THAT CONTRIBUTE TO OUR HOMETOWN FELL AND SHOWCASE OREGON CITY'S UNIQUE COMMUNITY IDENTITY**

STRATEGY: IMPLEMENT THE TOURISM STRATEGY

BUDGET ITEM: Marketing Strategy

• Advertising Campaign	\$180,000
○ TV Commercial Spots	
○ Life-Style Program TV Spots	
○ Print Ads w/Mt. Hood Territory and Travel Oregon	
• Production of Marketing Collateral	\$50,000
○ OC Visitors' Guide Magazine (For trip planners)	
○ OC Visitors' Pamphlets (For on the go)	
○ Fulfillment costs at high volume tourist properties	
• Social Media Campaigns	\$20,000
○ Targeted email campaign (50,000 recipients)	
○ Paid Facebook Targeted to Adults by County or by zip code	
○ KATU Things2Do Segments	
○ Retargeting	
• Digital Assets (Photo, Videos, creative assets)	\$30,000
○ Videography	
○ Photography	
Subtotal.....	\$280,000

BUDGET ITEM: Tourism Projects/Programs

• The Concierge Institute	\$100,000
○ Volunteers	
○ Paid Internships	
○ Working Capital Grants	
○ Consultants	
• The Community Showcase	\$20,000
○ Gift Certificates	

• The Arts Treasure Trove	\$100,000
○ Arts Commission (\$40,000)	
○ Actors/Reenactment/Performing Arts	
○ Beautification/Aesthetics	
• Attraction & Expansion (Experience-based businesses)	\$150,000
○ Small Business Attraction Incentive Grants	
• City Grant Supported Special Public Events	\$100,000
○ Special Event Grants	
• Tourism Stakeholder Table	\$30,000
○ Fam Tours	
○ Special Projects	
Subtotal	\$500,000
TOTAL	\$780,000

RECAP:

• Economic Development Marketing	\$300,000
• Entrepreneurism	\$100,000
• Infrastructure: Fiber Optics	\$200,000
• Tourism Marketing Strategy	\$280,000
• Tourism Projects/Programs	<u>\$500,000</u>

GRAND TOTAL \$1,380,000

VI. ACKNOWLEDGEMENTS

We thank the members of the Economic Development Strategic Plan Steering Committee for their contribution.

Oregon City	Frank O'Donnell, Commissioner City Commission
Oregon City	Matthew Zook, Finance Dir. Finance Department
Oregon City	Laura Terway, Director Community Development Department
Clackamas County	Sarah Eckman, Deputy Director Business & Community Services
Greater Portland Inc. Business	Amy Jauron, Vice President of Development
State of Oregon..... Analyst/Economist	Lynn Wallis, Workforce Oregon Employment Department
State of Oregon.....	Michael Meyers, Economist Business Oregon (Commerce & Industry)
State of Oregon.....	Colin Sears, Regional Dev. Officer Region 4, Business Oregon
Portland General Electric Mgr.	Theresa Haskins, Senior Bus Dev. (Private Industry)
Oregon City Chamber of Commerce	Victoria Meinig, CEO (Private Industry)
Clackamas Workforce Partnership	Bridget Dazey, Executive Director 501(c) 3 Private Nonprofit

Childcare Subcommittee

Bryan Fuentes, Clackamas County Workforce Partnership

Sandy Meados, Clackamas Education Services

Brett Walkers, Clackamas Education Services

Tracy Moreland, Clackamas County

Laura Terway, Oregon City Community Development

Susan Youngblood, Smart Start Play School

Workforce Development Subcommittee

Gina Bacon, Oregon City Library

Amy Black, Clackamas Workforce Partnership

Irene Carillo, Clackamas Community College

Angela Hartman, Oregon City Pioneer Center

Amy Jauron, Greater Portland Inc.

Peter Walter, Oregon City Planning

Rita Siong – Focus Group Trainer

APPENDIX

PROGRAM DESCRIPTIONS AND STRATEGIES

DRAFT

THE CONCIERGE INSTITUTE

DESCRIPTION

The Concierge Institute is a high-quality training and technical assistance program for nonprofit tourism-related organizations as well as for-profit tourism-facing businesses, employees, and volunteers.

PURPOSE

The program will provide various forms of resource assistance to help participants overcome operational challenges, enhance occupational professionalism and secure growth opportunities.

STRATEGY

Nonprofit and for-profit entities participating in the program will experience up to six to eight weeks of training on the business of tourism and organizational and professional development. After completing the training, graduating nonprofits will be eligible to receive grants, paid interns, volunteers, marketing based on their needs.

OUTCOME

Participating historical organizations must agree to a coordinated schedule with other tourism sites within the community. For-profit entities will be eligible to receive marketing and promotion resources. Program participants must also agree to coordinated marketing and outreach strategies designed to attract visitors to Oregon City.

PARTNERS: HISTORICAL SITES AND MUSEUMS:

- A. End of the Oregon Trail Interpretive & Visitor Information Center
- B. Museum Of The Oregon Territory
- C. Baker Cabin and Pioneer Church
- D. Barclay House
- E. Ermatinger House
- F. Holmes House (Rose Farm)
- G. McLoughlin House (closed)
- H. Museum of the Oregon Territory
- I. Stevens-Crawford Heritage House

A. PARTNERS: Clackamas County Community College

Oregon State University

Reed College

Portland State University

Oregon City Public School District

Civic-minded individuals

Oregon City Chamber of Commerce

Downtown Oregon City Association

Oregon City Business Alliance

RESOURCES AVAILABLE

- B. Volunteers
- C. Internships
- D. Training/Education
- E. Working Capital Grants for:
 - 1. Merchandise Inventory
 - 2. Computers/Software/Equipment
 - 3. Website Design

SOURCES

Partners

Schools and Universities

Oregon City Chamber of Commerce
Downtown Oregon City Association

Tourism Division/Ec. Dev. Dept.
The Concierge Institute

THIS PROGRAM IS UNDERGOING A RESTRUCTURING

THE COMMUNITY SHOWCASE

DESCRIPTION

The Community Showcase. Oregon City's Tourism Program developed The Community Showcase initiative to encourage residents to explore historic attractions. Due to COVID-19, The program provided virtual experiences of visiting historic sites while also incentivizing individuals and families to participate via prize drawings for gift certificates redeemable at local restaurants.

Ten (10) different restaurants were randomly chosen each month. Oregon City paid the restaurants using the gift certificates.

OBJECTIVE

The Community Showcase Program is designed to complement the historical visitations with a dining experience while educating program participants about Oregon City's history.

STRATEGY

Once a month, visitors to Oregon City as well as its residents will be incentivized to visit the community's historic sites and museums by offering gift cards that will be redeemed at local restaurants in Oregon City. All the historic sites and museums will be provided with a certain number of gifts cards of a certain amount to be redeemed at 10 different restaurants per month. It will be left up to each historic site and museum to design their own game whereby winners will be awarded a gift card.

OUTCOME

Restaurants would have to agree beforehand to participate in the program. It is anticipated that the program will so popular as to encourage repeat visits to historic sites and museums.

PARTNERS: HISTORICAL SITES AND MUSEUMS:

- A. End of the Oregon Trail Interpretive & Visitor Information Center
- B. Museum Of the Oregon Territory
- C. Baker Cabin and Pioneer Church
- D. Barclay House
- E. Ermatinger House
- F. Holmes House (Rose Farm)
- G. Museum of the Oregon Territory
- H. Stevens-Crawford Heritage House

PARTNERS: OREGON CITY RESTAURANTS

RESOURCES AVAILABLE

LINE ITEM

A. Tourism Funding -Gift Certificates

The Community Showcase
Tourism Division/Ec. Dev. Dept.

THE ARTS TREASURE TROVE

DESCRIPTION

This initiative is one that engages the arts community of Oregon City in various ways to help improve the community's aesthetics, encourage tourism, and nurture community identification through the public display of sculptures, paintings, decorative features, horticulture enhancements, music, dance, poetry, historical portrayals, murals, and other forms of artistic expression and entertainment.

OBJECTIVE

Improvement of community aesthetics and increasing interactive forms of art and entertainment aids in "place making," that is, encouraging social gatherings and community engagement within a festive and communal type atmosphere.

STRATEGY – VANTAGE POINT OVERLOOK PROJECT

The view from the municipal elevator overlooking a portion of the downtown Oregon City area needs to be more aesthetically pleasing. From this vantage point, the onlooker sees aging air conditioning units on the rooftops, unattractive roofing conditions, and the back of buildings that need painting.

STRATEGY – ARTS & ENTERTAINMENT SUPPORT

The arts and entertainment industry makes a substantial impact on the development of the tourism industry. Arts and entertainment help to do the following:

- Create a Brand for the Community
- Attract Higher Income Consumers
- Supports Spending in Other Complementary Industries such as retail
- Unifies a Diverse Community

It is the intent of this initiative to utilize the performing arts to help fund raise on behalf of the historic sites and museums by enlisting actors to put on small plays and reenactments.

OUTCOME

Vantage Point Overlook Project - Improving the view from this vantage point is the outcome of this project.

Arts & Entertainment Support – Raising funds on behalf of the historic sites and museums and empowering them with the opportunity to charge admission fee to either their site or off-site.

PARTNERS: HISTORICAL SITES AND MUSEUMS

- A. End of the Oregon Trail Interpretive & Visitor Information Center
- B. Museum Of The Oregon Territory
- C. Baker Cabin and Pioneer Church
- D. Barclay House
- E. Ermatinger House
- F. Holmes House (Rose Farm)
- G. Museum of the Oregon Territory
- H. Stevens-Crawford Heritage House

PARTNERS: DOWNTOWN PROPERTY OWNERS**DOWNTOWN OREGON CITY ASSOCIATION****RESOURCES AVAILABLE****LINE ITEM**

B. Tourism Funding

Arts Treasurer Trove
Tourism Division/Ec. Dev. Dept.

ATTRACTION & EXPANSION (EXPERIENCE-BASED BUSINESSES)

DESCRIPTION

Oregon City Economic Development Department will identify tourist-facing businesses that provide experiences to their customers, i.e., small cruise ship vessels, kayaking rentals, zip-lining, etc.

OBJECTIVE

It is necessary to grow the community's tourism industry with new tourist-facing businesses that complement the community's natural resources and outdoor lifestyle.

STRATEGY –

The business attraction package is designed to acquaint potential new tourist-facing businesses with the Oregon City community and convey development opportunities that exist here. This is expected to include the identification of vacant commercial property or joint venture opportunities with existing businesses.

The package would also describe potential incentives that may be afforded to new investment Opportunities, such as grants that would help defray the cost of relocation, rent, renovation of new Oregon City site.

Potential new applicants for the grant funding must be existing businesses for at least 5 years with a strong tourist-facing market base. The business must have employees and is not a home based enterprise.

OUTCOME

It is projected that the Economic Development Department will attract 1 to 3 new business investments to Oregon City by June 2023.

**PARTNERS: COMMERCIAL PROPERTY OWNERS (City-Wide)
DOWNTOWN OREGON CITY ASSOCIATION
OREGON CITY BUSINESS ALLIANCE
OREGON CITY CHAMBER OF COMMERCE
COMMERCIAL REALTORS**

RESOURCES AVAILABLE

A. Grant Funding

LINE ITEM

Attraction & Expansion Program
Tourism Division/Ec. Dev. Dept.

THIS PROGRAM IS UNDERGOING A RESTRUCTURING

CITY-GRANT SUPPORTED SPECIAL PUBLIC EVENT PROGRAM

Before filling out the application, **READ** the program guidelines and instructions.

GUIDELINES

The Economic Development Department of Oregon City has developed the following guidelines to help maintain the program's objectives and to convey terms and conditions to entities seeking to be designated as a City-Sponsored special event.

City-Sponsored Special Public Events are recognized by the City of Oregon City as "signature public special events" that support the community's tourism industry and promote the City's tourism brand. They require use of public rights-of-way and/or use of publicly owned facilities. City-Sponsorship means that the City will provide for the use of certain City-owned assets and City services that it has access to and the capability of providing.

City-Sponsored Special Public Events are well-organized and well-publicized to attract many tourists from around the region as well as city residents and are closely associated with and contribute to the community's hometown feel as well as to its unique community identity.

The City-Sponsored Special Public Event Program is designed to establish the following objectives:

- Maintain Accountability to City Taxpayers
- Require Eventual Sustainability of Special Events
- Encourage Connectivity to the Local Economy
- Ensure Transparency of the Special Event

TYPES OF CITY-SPONSORED SPECIAL PUBLIC EVENTS

To allow special events of different sizes to benefit from the designation, the City-Sponsored Special Event Program has two broad event categories:

- **City-Region Special Events** – special public events that attract at least 800 to less than 5,000 people and utilizes advertising outlets and tools that reach out to the greater Portland Region. It is most likely that the event will attract more local residents (Clackamas County).

City-Sponsorship thresholds help defray some of the costs of the special event.

City-Sponsorship threshold shall range from \$3,000 up to \$5,000 max total amount.

Event organizers are responsible for all eligible expenses that exceed the sponsorship threshold cited in the City-Sponsorship Agreement.

- **City Marquee Events** – special public events that attract at least 5,000+ people and utilizes advertising outlets and resources that help to reach the “mega region.” (see attached map)

City-Sponsorship thresholds help defray some of the costs of the special event.

City-Sponsorship funding shall range from \$5,001 up to \$15,000 max. total amount.

Event organizers are responsible for all eligible expenses that exceed the sponsorship threshold cited in the City-Sponsorship Agreement.

ELIGIBLE VENUES

City-Sponsored Special Public Events are for activities that take place in the City’s public rights-of-way, in City parks and in other City-owned facilities.

ELIGIBLE APPLICANTS

To obtain City-sponsorship it will be necessary for the applicant to be in good legal standing with all local, state, and federal regulatory/reporting agencies.

To be designated a “City-Sponsored Special Event” the event organizer/producer must meet the following program criteria:

I. CITY-SPONSORED EVENT ORGANIZERS MUST DEVELOP A METHOD THAT SUBSTANTIATES VISITORS’ ATTENDANCE LEVELS

Ensuring that City-owned resources are invested into a growing or stable and viable enterprise is essential so that the event helps the local economy and has public support.

II. INSURANCE

Organizations, businesses, or individuals that produce special events should already have commercial liability insurance as their normal risk-mitigation protocol. Liability Coverage: \$2,000,000 for each occurrence and \$4,000,000 for an aggregate occurrence

III. APPLICANTS MUST INVOLVE MULTIPLE VENDORS IN THE SPECIAL EVENT

In the provision of goods and/or services to visitors of the event, all applicants must engage multiple vendors who are not associated or affiliated with the primary producers of the event. Whenever possible, Oregon City-based vendors should be given preference in their participation in the special event. City-Sponsored Special Events are designed to spread the financial benefit to primary producers, other participating vendors, and to the general business community most likely impacted.

IV. SPECIAL EVENTS CANNOT BE SO NARROWLY FOCUSED AS TO ONLY SERVE OR CATER TO ONE TYPE OF AUDIENCE AND/OR ONE TYPE OF MEMBERSHIP. POLITICAL AND RELIGIOUS AFFILIATED GROUPS MAY

PARTICIPATE AS VENDORS BUT CANNOT APPLY FOR PUBLIC SPONSORSHIP.

Special events are open to anyone and everyone that want to attend or participate. They do not limit admittance or partnership to only a specified organization or group. (i.e., only engineers, Elks, veterans, physicians, Democratic/Republican Parties, etc.). Groups associated with political parties and/or organized to promote political messaging as well as religious groups organized to convey a religious message and are the primary organizers of a special event are not eligible to receive City-Sponsorship.

V. THE EVENT MUST BE DESIGNED TO INCREASE ATTENDANCE OF RESIDENTS AND TOURISTS AS WELL AS CREATE AN ENVIRONMENT WHEREBY IT IS HIGHLY LIKELY THAT ATTENDEES WILL SPEND MONEY WITH LOCAL BUSINESSES AND OTHER FEE-CHARGING VENUES.

As a consequence of using city-owned assets, it is important that the special public event is designed in such a manner that it greatly enhances the chance that visitors will spend money at local businesses and other fee-charging venues.

VI. THE EVENT MUST SUPPORT THE TOURISM BRAND (*OREGON'S HOMETOWN, WELCOME HOME!*)

The special public event will affix the Oregon City Tourism Logo and brand slogan to all advertising (electronic, digital, social media, physical brochures/pamphlets, signs, event forms, A-Frames, and banners).

VII. CITY-SPONSORED SPECIAL EVENTS CAN HAVE MULTIPLE PRODUCERS/ORGANIZERS OF THE EVENT.

Although not a requirement, partnership is always encouraged to allow the best possible chance/opportunity of ongoing success for the special event.

VIII. CITY-SPONSORED SPECIAL EVENTS MUST BE WELL-ORGANIZED AND PRODUCED

It is important that City-Sponsored Special Public Events be well organized and managed as to serve as a positive contributor to the local economy. A written plan for the event will be necessary that addresses how the event will be managed and how financial resources will be secured to pay for producing the event.

IX. THE EVENT ORGANIZER(S)/PRODUCERS MUST APPLY ANNUALLY TO MAINTAIN CITY-SPONSORSHIP STATUS

The outcome of the last City-sponsored event will be evaluated to determine whether the designation would be bestowed again.

APPLICATION PERIOD

- In the current Oregon City Fiscal Year of 2022, applications for City-Sponsorship will be accepted and evaluated on a first come first serve basis. Eligible City-Sponsored Special Public Events occurring in FY 2022, whereby preparations are already underway, expenditures incurred, and the event **has not** taken place yet, such special public events can be reimbursed against eligible expenditures under the program up to their respective threshold event category. Event organizers would still need to apply for reimbursement (need information as to how population estimates were obtained, and use of the tourism brand logos and slogan required, and proof of where the event was advertised/promoted)
- Starting in Oregon City Fiscal Year 2023, an application period will be established whereby applications will be reviewed and approved (February 1st up to March 31st.) Fully completed applications will be reviewed and approved on a first come first serve basis.

SPONSORSHIP

- **Source of City-Sponsorship** - Oregon City's Economic Development Department will pay for the use of eligible City-owned assets/services up to a specified sponsorship threshold. Compensation will be paid directly to the City department or departments impacted.
- **Eligible Uses of Sponsorship Funding** - City-Sponsorship means that the City will provide for the use of certain City-owned assets and City services that it has access to and the capability of providing. The following are eligible City-owned assets, services, and capabilities:

Logistical support planning and technical assistance provided by City staff

- OC Traffic Control Plan (technical plan)
- OC Security Plan (technical plan) (if applicable)

Applicable Permits/Approvals: Special Event Permit which will include all of the following:

- OC Signage Permits
- OC Parking Permits
- OC Business License
- Oregon City Police Department Approval

Eligible City Assets:

- PCMS Trailers
- Traffic Control and Barricades
- Public Works Personnel Presence (Traffic Control)
- City Police Presence (if applicable)
- Park Rentals

Eligible City Marketing and Promotion Resources

Marquee Special Events only

- ☐ Life-style TV Broadcasts
- ☐ Videography and TV broadcasting
- ☐ AM/PM TV Broadcast Shout Outs - Marquee Special Events only

City-Region Special Events and Marquee Special Events

- ☐ Oregon City Tourism Website
- ☐ Facebook Impression Audits (target marketing)
- ☐ Press Releases - City-Region Special Events and Marquee Special Events
- ☐ Trail News - City-Region Special Events and Marquee Special Events

There are several special event permits that are not handled by Oregon City. Event organizers are responsible for obtaining and paying for the following external permits:

- ☐ Clackamas County Permit
- ☐ OLCC License, plan or permit as applicable
- ☐ Clackamas County Fire District #1
- ☐ ODOT Permit
- ☐ Clackamas County Public Health – Temporary Event Food Service License(s)
- ☐ Proof that the neighborhood has been notified of the event

Disclaimer

The City-Sponsored Special Public Event Program will continue only as long as it receives funding

TOURISM STAKEHOLDER GROUP

DESCRIPTION

The Tourism Stakeholder Group are stakeholders that convened to share information, develop ideas, and serve as a sounding board on new projects and initiatives impacting Oregon City's tourism industry.

OBJECTIVE

Convene a working group of tourism assets and business operators to share best practices and resources.

STRATEGY –

For the city to realize its full tourism potential, all stakeholders will have to work together to combine efforts, educate each other on effective practices and share resources where necessary. The Tourism Stakeholder Group will convene to stay up to date on issues and opportunities and will collaborate on projects that helps the entire tourism industry build a stronger foundation moving forward.

OUTCOME

The Tourism Stakeholder Group will collaboratively produce projects that will build the industry's capacity to evolve into a growing and effective contributor to the local economy.

PARTNERS: TOURIST FACING BUSINESSES

DOWNTOWN OREGON CITY ASSOCIATION

OREGON CITY BUSINESS ALLIANCE

OREGON CITY CHAMBER OF COMMERCE

OREGON CITY HERITAGE COORDINATING COMMITTEE

COMMERCIAL PROPERTY OWNERS

RESOURCES AVAILABLE

A. Grant Funding

LINE ITEM

Fam Tours