



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, May 17, 2023 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

Ways to participate in this public meeting:

- *Attend in person, location listed above*
- *Register to provide electronic testimony (email recorderteam@orc.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)*
- *Email recorderteam@orc.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.](#) Proclamation Declaring May 21-27, 2023, as National Public Works Week

[3b.](#) Jewish American Heritage Month Proclamation

[3c.](#) Ruth McBride Powers Preservation Award and Presentation

4. CITIZEN COMMENTS

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

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

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

[7a.](#) Public Improvement Contract with Blackline, Inc. for the 2023 Preventive Pavement Maintenance Type II Slurry Seal (CI 23-004)

[7b.](#) Personal Services Agreement with Bradley Warner, LLC for the Right-of-Way Attorney Services (PS 23-009)

[7c.](#) Public Improvement Contract with Aaken Corporation for the Beavercreek Road ARTS Project (CI 21-006)

[7d.](#) Amendment No. 1 to the Personal Services Agreement with Wallis Engineering for the Main Street Waterline Improvements 10th-15th (CI 21-007)

[7e.](#) Minutes of the September 7, 2022 City Commission Meeting

[7f.](#) Minutes of the January 10, 2023 City Commission Work Session

[7g.](#) Minutes of the January 18, 2023 City Commission Meeting

8. PUBLIC HEARINGS

[8a.](#) Adoption of the Design Guidelines for New Construction- Middle Housing by Resolution

[8b.](#) First Reading of Ordinance No. 23-1007, Designating the Ermatinger House as a Park Under Oregon City Charter Chapter X

[8c.](#) First Reading of Ordinance No. 23-1006, Designating Dement Park as a Park Under Oregon City Charter Chapter X

9. GENERAL BUSINESS

[9a.](#) Second Reading of Ordinance No. 23-1002 Establishing Misuse of a Public Restroom as an Offense Against Public Peace and Decency

[9b.](#) Approval of the 2023-2025 City Commission Goals

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

[a.](#) Mayoral Appointment of Raymond Rendleman to the Transportation Advisory

Committee

11. ADJOURNMENT

ORDINANCE NOTICE

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

PUBLIC COMMENT GUIDELINES

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

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

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

ADA NOTICE

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

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

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



CITY OF OREGON CITY

Staff Report

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

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

Agenda Date: 05/17/2023

SUBJECT:

Proclamation Declaring May 21-27, 2023, as National Public Works Week

PROCLAMATION

Whereas, public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Oregon City; and

Whereas, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

Whereas, it is in the public interest for the citizens, civic leaders, and children in Oregon City to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

Whereas, the efficiency of the qualified and dedicated personnel who staff the Oregon City Public Works Department is materially influenced by the people's understanding of the importance of the work they perform; and

Whereas, National Public Works Week was instituted in 1960 by the American Public Works Association to call attention to the importance of public works in community life, and the United States Senate passed a resolution affirming the first National Public Works Week; and

Whereas, the year 2023 marks the 63rd annual National Public Works Week and it should be recognized with the theme "Connecting the World Through Public Works."

Now, Therefore, I, Denyse McGriff, Mayor of the City of Oregon City, do proclaim

The week of May 21-27, 2023

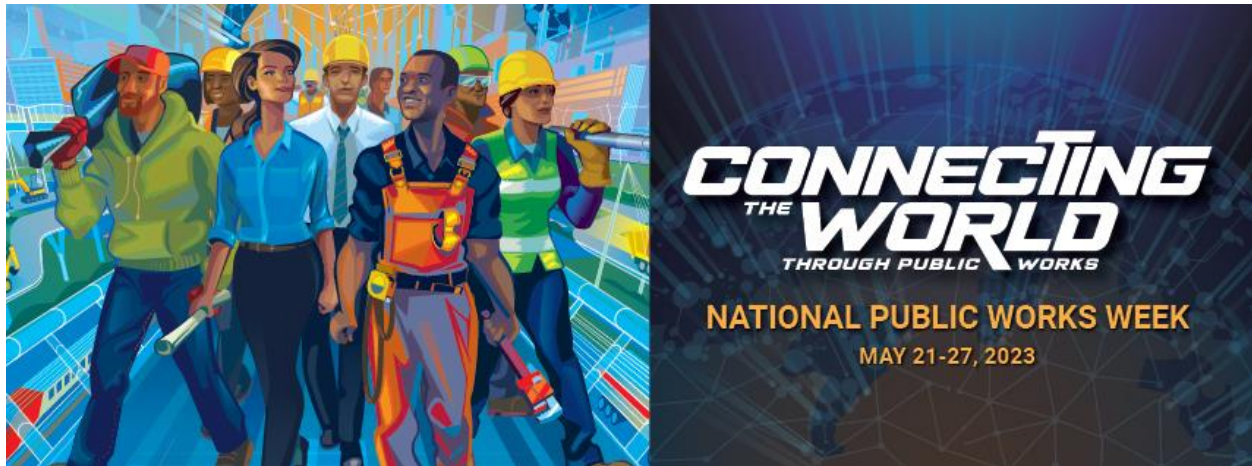
as

National Public Works Week in Oregon City

And, urge all citizens and civic organizations to acquaint themselves with the issues involved in providing public works and to recognize the contributions which public works professionals make every day to protect our health, safety, comfort, and quality of life.

In Witness Whereof, I have hereunto set my hand this 17th day of May, 2023.

DENYSE C. MCGRIFF, Mayor



PROCLAMATION

JEWISH AMERICAN HERITAGE MONTH

MAY 2023

Whereas, Jewish American Heritage Month is an annual celebration of Jewish Americans who have helped weave the fabric of American history, culture, and society; and

Whereas, 2023 marks the 43rd annual celebration of achievements and contributions by Jewish Americans, starting with the establishment of Jewish American Heritage Week in 1980 and expanding in 2006, when Congress ordered that the country annually observe Jewish American Heritage Month each May; and

Whereas, Jewish American Heritage Month acknowledges achievements of American Jews in the fields of sports, arts, entertainment, medicine, business, science, government, military service, music, and more; and

Whereas, Jewish Americans have created lives for themselves and their families and played indispensable roles in our Nation's civic and community lives, making invaluable contributions to our Nation through their leadership and achievements; and

Whereas, Jewish Americans have made crucial contributions to our collective struggle for a more just and fair society, leading movements for social justice and working to ensure that the opportunities they have secured are extended to others; and

Whereas, Jewish American Heritage Month pays tribute to the generations of Jewish Americans who have helped form the fabric of American history.

Now, Therefore, I, Mayor Denyse C. McGriff, hereby proclaim:

May 2023

as

Jewish American Heritage Month

In Witness Whereof, I have hereunto set my hand this 17th day of May 2023.

Denyse C. McGriff, Mayor



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 5/17/2023
From: Aquilla Hurd-Ravich, Community Development Director

SUBJECT:

Ruth McBride Powers Preservation Award and Presentation

STAFF RECOMMENDATION:

Present this year's Ruth McBride Powers Preservation Award

EXECUTIVE SUMMARY:

The Historic Review Board nominates an individual or group for the [Ruth McBride Powers Preservation Award](#) yearly during [Preservation Month](#) to applaud the efforts of citizens, building/business owners, and others who show passion for preservation.

This year, the Board nominated the I.O.O.F building -The owners have been before the Historic Review Board numerous times and have done an amazing job preserving the features while improving the building structurally and enlivening our city with new social spaces. They have been very sensitive to the preservation of the structure and should be commended for their efforts. It is a real asset to the community.

BACKGROUND:

Ruth McBride was born in Michigan in 1903, graduating from Stanford University in California. According to a 1980 OHS oral history interview, she became interested in history when "as a young bride" she moved to the Coos County lumber town, Powers, Oregon, named after her husband's family.

In the final 25 years of her life Mrs. Powers divided her time between The McCarver House and the Rose Farm. She often opened the latter for fund-raising tours and it was placed on the National Register of Historic Places in 1973.

The McCarver House (Locust Farm) 1852, the 1847 William and Louisa Holmes House ("Rose Farm"), and the Captain John Ainsworth House built in 1852. Are the three remaining settlement-era houses built in the Mt. Pleasant area of Clackamas County.

The survival of all three is due to the preservation efforts of a single benefactor, Mrs. Ruth McBride Powers.

Ruth McBride Powers (1903-1995)

Ruth McBride was born in Michigan in 1903, graduating from Stanford University in California. According to a 1980 OHS oral history interview, she became interested in history when “as a young bride” she moved to the Coos County lumber town, Powers, Oregon, named after her husband’s family. She began studying the history of her adopted state, especially its architecture and pioneer furniture. Her knowledge increased and she was appointed to the Oregon Landmarks Committee (now the State Advisory Committee on Historic Preservation) and was a board member of the Oregon Historical Society for many years. She became involved in saving the Ox Barn in Aurora. Her initial preservation project, in 1956, was reconstruction of the badly-burned 1852 Robert Newell house at Champoege, subsequently given to the Daughters of the American Revolution to operate as an educational site. Alfred Powers, her husband died in 1961 in Portland.

She continued her efforts, using her financial resources to save many of Oregon’s oldest buildings; sometimes they were purchased outright, at other times she providing major underwriting. In addition to the Ainsworth House, Rose and Locust Farms also known as the (Morton Mathew McCarver House), she is credited with saving the Philip Foster house and barn, Horace Dibble house, David Wagner log house, Murray Wade house, Lake Oswego IOOF hall, Pleasant Grove-Condit Church, John Boon house, and Francis Ermatinger house. In 1975 she received national recognition for her work from the National Trust for Historic Preservation.

In the final 25 years of her life Mrs. Powers divided her time between The McCarver House and the Rose Farm. She often opened the latter for fund-raising tours and it was placed on the National Register of Historic Places in 1973.

The McCarver House (Locust Farm) 1852, the 1847 William and Louisa Holmes House (“Rose Farm”), and the Captain John Ainsworth House built in 1852. Are the three remaining settlement-era houses built in the Mt. Pleasant area of Clackamas County. The survival of all three is due to the preservation efforts of a single benefactor, Mrs. Ruth McBride Powers.

Never doubt that a small group of thoughtful, committed citizens can change the world. Indeed, it is the only thing that ever has-Margaret Mead



Ruth McBride Powers Memorial Award

Preservation Month 2023



*I.O.O.F Hall
Rehabilitation work at 602 7th Street in the
McLoughlin Conservation District*

OREGON CITY HISTORIC RESOURCE SURVEY FORM

Street Address: 602-604 7TH ST					City: OREGON CITY	
USGS Quad Name: Oregon City			GPS Latitude: 45 21 22 N		Longitude: 122 36 18 W	
Township: 02S	Range: 02E	Section: 31	Block: 63	Lot: 7x, 8x	Map #: 22E31AC	Tax Lot #: 1300
Date of Construction: 1922		Historic Name: I.O.O.F. Hall			Historic Use or Function: Social - club	
Grouping or Cluster Name: NA		*Current Name or Use: Friedrich's Hardware Building			Associated Archaeological Site: Unknown	
Architectural Classification(s): Commercial			Plan Type/Shape: Square		Number of Stories: 2.0	
Foundation Material: Concrete			Structural Framing: Unknown		Moved? No	
Roof Type/Material: Flat / Built-up			Window Type/Material: 1/1 wood double-hung with 4-pane transom			
Exterior Surface Materials Primary: Stucco			Secondary: Brick		Decorative:	
Exterior Alterations or Additions/Approximate Date: Store fronts remodeled, c.1950						
Number and Type of Associated Resources: Garage at rear (1)						
Integrity: Good		Condition: Good		Local Ranking: Designated Historic Site		National Register Listed? No
Potentially Eligible: ☐ Individually or ☒ As a contributing resource in a district Not Eligible: ☐ Intact but lacks distinction ☐ Altered (choose one): ☐ Reversible/Potentially eligible individually or in district ☐ Reversible/Ineligible as it lacks distinction ☐ Irretrievable loss of integrity ☐ Not 50 years old						
Description of Physical and Landscape Features:						
The I.O.O.F. Lodge is the finest commercial building left in the upper town. It is a two-story, brick building erected by the Odd Fellows in 1922. The lodge room is upstairs, while the downstairs is two rentable store fronts - a typical arrangement in Oregon towns to provide income to the lodge. The store fronts are intact with plate glass and transoms. The entry door is marked with cast iron brackets and parapet walls. On the parapet is the marquee "1853 - Oregon Lodge No 3 - 1922". Centered at the second floor is a plaque with the I.O.O.F.'s three rings. Windows on the upper floor are 1/1 wood double-hung with 4-pane transom. The east wall was shotcreted after the removal of an adjacent building. There is a two-bay garage attached at the rear with round-edge siding and early garage doors.						
Statement of Significance:						
Built most likely by banker Charles Caufield, son of Judge Robert and Jane Burnside Caufield. Original occupants were the Odd Fellows Fraternal Organization. The retail base was for many years occupied by Friedrich's Hardware, which occupied the ground floor of this building from at least 1933 through the entire historic period. This was the third location for C.W. Friedrich's store.						

Researcher/Organization: Bernadette Niederer / HPNW			Date Recorded: 4/12/2002	
Survey Form Page 1	Address: 602-604 7TH ST	Local Designation #	SHPO #	

May 10, 2023

Subject: Proposed Homeless Solutions Coalition of Clackamas County (HSCCC) Homeless Center
Located at 1516 Main Street, Oregon City

To the Oregon City Mayor and City Commissioners,

My husband and I are the owners of L&C Trucks and the building at 1625 Washington Street. We are writing in opposition to the homeless center that is proposed in the Miles Fiberglass building at 1516 Main Street.

When our business first opened in 2009, the homeless population was much smaller. They were regular visitors, and we got to know them. My husband helped some individuals by giving them a place to store their property and assisted them in other ways.

When the Father's Heart day center opened in 2013, the homeless population changed considerably. The regulars were gone and the homeless were more transitory in nature. According to a document on the City's website "Homelessness Strategy for Oregon City, 2022-2026"; "Oregon City saw an immediate and overwhelming increase in homelessness" when the day shelter opened.

As a business and property owner, we have felt and seen the negative impacts of the increased homeless population in Oregon City. Many individuals camp under the Abernethy Creek Bridge on Washington Street and bring with them garbage, assaults, drug addictions, mental illness, etc. We see the impact of homelessness on the residents of Oregon City wherever we go throughout our city.

We are deeply concerned about the proposed homeless center in the 40,000± sq foot Miles Fiberglass building. The increased size of the Father's Heart ministry and the other proposed uses in the center will bring another large influx of homeless to the area. We are concerned about where they live once they have come to the center and the impacts their camping will have on the neighboring businesses and residences.

Our downtown area is currently vital, with many new businesses starting in recent years. The downtown area has the potential to grow, especially with the development of the sites listed in the Urban Renewal area that we have the opportunity to vote on on May 16, 2023.

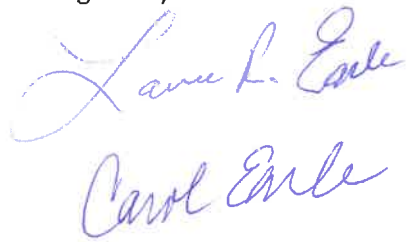
As you know, there are many small businesses around the proposed homeless center site who will be heavily impacted by the center – a day care facility, a children's theatre, many restaurants and food carts, dentists, retail stores, etc. These business owners are working hard to grow their businesses and support their families. The impact to the surrounding residential neighborhoods will be substantial as well.

Many feel that the Father's Heart chose the wrong location for their current facility – in the middle of a beautiful, historic, neighborhood. In a similar way, the HSCCC has chosen the wrong location for its homeless center – in the middle of a thriving downtown.

We realize that there is a homeless crisis in Oregon City, Clackamas County and the Portland Metro area, and we desire a solution, as many do, but the Miles Fiberglass building is the wrong location for this homeless center. We urge you, our elected officials, to oppose this use in our downtown area. Please require that the administrators of the HSCCC to continue to search for another location for their facility.

Thank you for your time and consideration,

Lance and Carol Earle
1625 Washington Street
Oregon City

The block contains two handwritten signatures in blue ink. The first signature, "Lance L. Earle", is written in a cursive style with a large, flowing 'L'. The second signature, "Carol Earle", is also in cursive and is positioned directly below the first signature.



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 05/17/2023
From: Public Works Director John M. Lewis, PE

SUBJECT:

Public Improvement Contract with Blackline, Inc. for the 2023 Preventive Pavement Maintenance Type II Slurry Seal (CI 23-004)

STAFF RECOMMENDATION:

Award the bid and authorize the City Manager to execute the Public Improvement Contract with Blackline, Inc. in the amount of two hundred and four thousand, six hundred ninety-seven dollars and ten cents (\$204,697.10) for construction of the 2023 Preventive Pavement Maintenance Type II Slurry Seal (CI 23-004).

EXECUTIVE SUMMARY:

The slurry seal treatment, consisting of a mixture of emulsified asphalt, water, and well-graded fine aggregate, fills existing pavement surface defects and extends the life of the road by an estimated 5 to 7 years. Without this treatment, these cracks and rough surfaces will become more porous, allowing water to compromise the subgrade, and causing the road section to fail.

The work authorized by this contract is funded through the City's Pavement Maintenance Utility Fee (PMUF) which is used to administer the Pavement Maintenance Program and is a necessary component of the City's annual street maintenance commitment. The condition of these streets is fair, but all the streets show signs of age through limited pavement cracking and rough surfaces.

BACKGROUND:

In accordance with City and State contracting procedures, ORS 279A.210, an invitation to bid was solicited from qualified contractors for the 2023 Preventive Pavement Maintenance Type II Slurry Seal Project as a Joint Cooperative Procurement with the City of Hillsboro acting as the administrative contracting agency.

The required work includes the application of slurry seal material including street preparation, neighborhood notification, traffic control, material delivery, material

application, and final project cleanup. The work is set to begin no earlier than June 26, 2023, and shall be at substantial completion by September 15, 2023.

On March 8, 2023, the project was advertised in the *Daily Journal of Commerce* in accordance with City and State contracting procedures as well as the City of Hillsboro's website and closed on March 29, 2023. The bid opening was held on March 29, 2023, and four (4) bids were received. The City of Hillsboro reviewed the bids and determined that Blackline, Inc. was the low responsive bidder. The contract award value for Oregon City's portion is two hundred and four thousand, six hundred ninety-seven dollars and ten cents (\$204,697.10).

The Joint Cooperative Procurement used to solicit qualified contractors has helped reduce staff time and gain a greater economy of scale.

Bids for the total work of the five participating cities:

Engineer's Estimate	\$1,131,360.61
Blackline, Inc.	\$1,079,150.72
VSS International, Inc.	\$1,167,325.00
Doolittle Construction	\$1,173,173.00
One Way Trigger, LLC	\$1,285,453.58

The average bid was 3% higher than the engineer's estimate, and the lowest bidder was 5% below the engineer's estimate.

The Oregon City portion of the project is determined as follows:

Move-in, Bond, Insurance, Clean-up	\$8,000.00
Traffic Control and Public Notification	\$12,000.00
Street Preparation and Slurry Seal (97,209 SY @ \$1.90/SY)	\$184,697.10
Total	\$204,697.10

The Oregon City portion includes our annual PMUF roads as shown on the Project Map. Additionally, the Parks and Recreation Department identified three (3) roads in the Mountain View Cemetery. The costs to Oregon City are further broken down as follows:

PMUF Fund	\$186,429.80
Parks and Recreation Fund	\$18,267.30

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: \$204,697.10
FY(s): 2023/24
Funding Source(s): PMUF Fund
Parks and Recreation Fund

SECTION IIIA

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 **BLACKLINE, 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: **2023 PREVENTIVE PAVEMENT MAINTENANCE TYPE II SLURRY SEAL (CI 23-004)** 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, 2023 Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dated January 1, 2023 Prevailing Wage Apprenticeship Rates dated January 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
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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 on or before **September 15, 2023**, as identified in 00180.50(b) of the Special Provisions. The earliest start date for this work is **June 26, 2023**.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **two hundred and four thousand, six hundred ninety-seven and 10/100 dollars (\$204,697.10).**

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**BLACKLINE, INC.**

by: _____
 Anthony J. Konkol III
 City Manager

 Printed Name

by: _____
 Authorized signature

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

 Title

 Federal Taxpayer ID Number

Approved as to Legal Sufficiency:

Address:

by: _____
 City Attorney

Blackline, Inc.
 13023 NE HWY 99, Suite #7
 Vancouver, WA 98686

City Commission Award Date:

SCHEDULE "B": SLURRY SEALS				ENGINEER'S ESTIMATE		Blackline, Inc.		VSS International, Inc.		Doolittle Construction		One Way Trigger, LLC	
2022 PAVEMENT MANAGEMENT PROGRAM (ITB#202201-10002)													
ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1.	Move-in, Bond, Insurance, Clean-up												
	A. City of Beaverton	L.S.	All	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,240.00	\$ 8,240.00	\$ 40,000.00	\$ 40,000.00	\$ 18,000.00	\$ 18,000.00
	B. City of Gladstone	L.S.	All	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,240.00	\$ 8,240.00	\$ 8,500.00	\$ 8,500.00	\$ 18,000.00	\$ 18,000.00
	C. City of Hillsboro	L.S.	All	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,240.00	\$ 8,240.00	\$ 8,400.00	\$ 8,400.00	\$ 18,000.00	\$ 18,000.00
	D. City of Milwaukie	L.S.	All	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,240.00	\$ 8,240.00	\$ 21,000.00	\$ 21,000.00	\$ 18,000.00	\$ 18,000.00
	E. City of Oregon City	L.S.	All	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,240.00	\$ 8,240.00	\$ 22,000.00	\$ 22,000.00	\$ 18,000.00	\$ 18,000.00
	F. City of Sherwood	L.S.	All	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,240.00	\$ 8,240.00	\$ 16,000.00	\$ 16,000.00	\$ 18,000.00	\$ 18,000.00
2.	Traffic Control and Public Notification												
	A. City of Beaverton	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 81,918.67	\$ 81,918.67	\$ 24,843.16	\$ 24,843.16	\$ 30,000.00	\$ 30,000.00
	B. City of Gladstone	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 18,685.59	\$ 18,685.59	\$ 6,000.00	\$ 6,000.00	\$ 30,000.00	\$ 30,000.00
	C. City of Hillsboro	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 19,761.82	\$ 19,761.82	\$ 6,000.00	\$ 6,000.00	\$ 30,000.00	\$ 30,000.00
	D. City of Milwaukie	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00	\$ 51,732.01	\$ 51,732.01	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00
	E. City of Oregon City	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00	\$ 24,838.29	\$ 24,838.29	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00
	F. City of Sherwood	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00	\$ 28,076.12	\$ 28,076.12	\$ 11,500.00	\$ 11,500.00	\$ 30,000.00	\$ 30,000.00
3.	Street Preparation and Application of Type II Asphalt Emulsion Slurry Seal	SQ. YD.	477,307	\$ 1.85	\$ 883,018.36	\$ 1.90	\$ 906,883.72	\$ 1.74	\$ 830,514.56	\$ 1.93	\$ 921,202.93	\$ 1.95	\$ 930,749.08
4.	Install/Replace Pavement Markings per Manual of Uniform Traffic Control Devices												
	B. Reflective Raised Pavement Markers, Bidirectional, Blue	EA.	112	\$ 15.00	\$ 1,680.00	\$ 22.00	\$ 2,464.00	\$ 21.60	\$ 2,419.20	\$ 20.00	\$ 2,240.00	\$ 23.00	\$ 2,576.00
	C. Reflective Raised Pavement Markers, Bidirectional, White	EA.	11	\$ 15.00	\$ 165.00	\$ 10.00	\$ 110.00	\$ 9.18	\$ 100.98	\$ 8.50	\$ 93.50	\$ 10.00	\$ 110.00
	D. Reflective Raised Pavement Markers, Bidirectional, Yellow	EA.	54	\$ 15.00	\$ 810.00	\$ 10.00	\$ 540.00	\$ 9.18	\$ 495.72	\$ 8.50	\$ 459.00	\$ 10.00	\$ 540.00
	E. 4" Round Pavement Markers - Yellow	EA.	30	\$ 25.00	\$ 750.00	\$ 8.50	\$ 255.00	\$ 7.56	\$ 226.80	\$ 7.00	\$ 210.00	\$ 8.00	\$ 240.00
	F. Striping, White, 4", Thermoplastic	L.F.	1,358	\$ 3.75	\$ 5,092.50	\$ 2.00	\$ 2,716.00	\$ 2.00	\$ 2,716.00	\$ 1.85	\$ 2,512.30	\$ 2.00	\$ 2,716.00
	G. Striping, White, 6", Thermoplastic	L.F.	2,655	\$ 3.75	\$ 9,956.25	\$ 2.50	\$ 6,637.50	\$ 2.43	\$ 6,451.65	\$ 2.25	\$ 5,973.75	\$ 2.60	\$ 6,903.00
	H. Striping, White, 8", Thermoplastic	L.F.	517	\$ 2.00	\$ 1,034.00	\$ 3.50	\$ 1,809.50	\$ 3.24	\$ 1,675.08	\$ 3.00	\$ 1,551.00	\$ 3.50	\$ 1,809.50
	I. Striping, White, 12", Thermoplastic	L.F.	1,744.4	\$ 12.50	\$ 21,805.00	\$ 15.00	\$ 26,166.00	\$ 13.66	\$ 23,828.50	\$ 12.65	\$ 22,066.66	\$ 15.00	\$ 26,166.00
	J. Striping, Yellow, 4", Thermoplastic	L.F.	6,822	\$ 2.25	\$ 15,349.50	\$ 2.00	\$ 13,644.00	\$ 2.00	\$ 13,644.00	\$ 1.85	\$ 12,620.70	\$ 2.00	\$ 13,644.00
	K. Left/Right Turn Arrow, Thermoplastic	EA.	2	\$ 300.00	\$ 600.00	\$ 450.00	\$ 900.00	\$ 405.00	\$ 810.00	\$ 375.00	\$ 750.00	\$ 450.00	\$ 900.00
	L. 24" x 10' White Crosswalk Rectangles, Thermoplastic	EA.	37	\$ 300.00	\$ 11,100.00	\$ 325.00	\$ 12,025.00	\$ 270.00	\$ 9,990.00	\$ 250.00	\$ 9,250.00	\$ 300.00	\$ 11,100.00
					\$ 1,131,360.61		\$ 1,079,150.72		\$ 1,167,325.00		\$ 1,173,173.00		\$ 1,285,453.58

Bid Submittal Total: \$ 997,453.58

SECTION III B

PUBLIC IMPROVEMENT STANDARD CONDITIONS

1. Time of Completion. The City and the Contractor recognize that time is of the essence in this agreement, and the City may sustain damages if work is not completed within the contract time limit as stated or as adjusted during the life of the contract. It is agreed that the Contractor shall pay the City, as liquidated damages, but not as a penalty, the per diem amount listed in the Schedule of Liquidated Damages, as set forth in the contract documents, for each and every day elapsed in excess of the final contract time.

Permitting the Contractor to finish the work after the contract time has expired shall not be a waiver of any of the City's contract rights.

2. Payments, Statement of Compliance and Subcontractor Payments.

a. Contract Sum and City Payments.

The City shall pay to the Contractor, for the performance of this agreement, the amounts determined for the total supplied number of each of the specified units of work in the Schedule of Bid Items contained in the contract documents. The number of units contained in this schedule is understood to be approximate only, and that any item may be expanded, contracted, or eliminated by procedures contained in the contract documents.

b. Statement of Compliance.

Before any payment is made to the Contractor, the Contractor shall file with the City a statement, under oath, that it has complied with all provisions of state law governing contractors on a public contract. In addition, the Contractor shall file with the City a sworn statement by each of its subcontractors to the same effect.

c. Progress Payments and Retainage.

Partial payments may be made by the City on a monthly basis. Partial payments will be based on an estimate of the percentage of completion for the work. Progress payments shall not be considered an acceptance or approval of any of the work or a waiver of any defects therein. The City may reserve, as retainage from progress

payments, an amount not to exceed five percent of the payment. The Contractor shall have the right to have cash retainage deposited in an interest-bearing account, in accordance with ORS 279C.550. The City does not accept deposit bonds or securities in lieu of cash retainage.

d. Certified Payroll Statements.

The Contractor shall file certified payroll statements with the City at a minimum of once per month. Failure to do so shall result in the City withholding 25% of amounts due the Contractor, in addition to any other required retainage.

e. Final Payment.

The final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by this agreement. Not more than 30 days after final completion of the Work and the City's final acceptance of the work, which shall include the taking of final measurements of quantities, the City shall make its final payment to the Contractor. Retainage held by the City shall be included in, and paid to the Contractor, as part of the final payment. If the final payment is made more than 30 days after final completion and final acceptance, the City shall pay the Contractor interest at the rate of one and one half (1 - 1/2%) per month on the final payment, commencing 30 days after completion of the work by the Contractor and final acceptance of the Work by the City. To facilitate the City's inspection, the Contractor shall notify the City in writing when the Contractor considers the work complete.

f. Subcontractor Payments.

The Contractor shall pay the subcontractor for satisfactory performance under the subcontract, out of amounts that are paid by the City to the Contractor, within 10 days of the Contractor's receipt of such payments from the City.

If the Contractor, or a first tier subcontractor, fails to make timely payment to the

subcontractor then the Contractor or first tier subcontractor shall owe the person the amount due plus an interest penalty beginning on the day after the required payment date and ending on the date on which payment is made, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first tier subcontractor on the amount due shall equal three times the discount rate on 90 day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after the date when the payment was received from the Contractor, a first tier subcontractor or City, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.

The subcontractor must provide in all contracts with lower tier subcontractors or suppliers a clause requiring that the subcontractor shall pay the lower tier subcontractors and suppliers in accordance with the provisions of the immediately preceding two paragraphs above.

Pursuant to ORS 279C.515(C), if the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public contract as the claim becomes due, the proper officer or officers representing the City, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.

First tier subcontractors shall file certified payroll statements with the Contractor. Failure to do so shall result in the Contractor withholding 25% of amounts due the first tier subcontractor.

3. Insurance, Indemnity, Termination.

a. Insurance.

The Contractor shall maintain in force for the duration of this contract the insurance coverages specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage, which the City may carry. A copy of each policy or a certificate satisfactory to the City shall be delivered to the City prior to commencement of work.

Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the State of Oregon. Each policy shall contain an endorsement entitling the City to not less than 30 days prior written notice of any material change, nonrenewal or cancellation.

In the event statutory limits of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, the City shall have the right to require the Contractor to increase the Contractor's coverages to the statutory limit for such claims, and to increase the aggregate coverage to twice the amount of the statutory limit.

The adequacy of all insurance required by these provisions shall be subject to approval by the City. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination by the City.

i) Comprehensive General Liability.

The Contractor shall maintain a broad form comprehensive general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with aggregate of \$4,000,000. Coverage shall be for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover the Contractor's indemnification obligations under this contract. The policy shall also contain an endorsement naming the City, its officers, agents and employees as additional insureds, in a form satisfactory to the City, and expressly providing

that the interest of the City shall not be affected by the Contractor's breach of policy provisions.

ii) Comprehensive Automobile Liability.

The Contractor shall maintain a comprehensive automobile liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with aggregate of \$4,000,000 for bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability. The policy shall also contain an endorsement naming the City, its officers, agents and employees as additional insureds, in a form satisfactory to the City, and expressly providing that the interest of the City shall not be affected by the Contractor's breach of policy provisions.

iii) Workers' Compensation Insurance.

The Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. The Contractor shall provide the City with such further assurances as the City may require from time to time that the Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.

b. Indemnification.

The Contractor shall indemnify and hold the City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs (including attorney fees) and other costs of defense, arising out of or in any way related to the Work, the Contractor's failure to comply strictly with any provision of this contract, or any other actions or failure to act by the Contractor and the Contractor's employees, agents, officers, representatives and subcontractors.

In the event any such action or claim is brought against the City, the Contractor shall, if the City so elects and upon tender by the City, defend the same at the Contractor's sole cost and expense, promptly satisfy any judgment adverse to the City or to the City and the Contractor jointly, and reimburse the City for any loss, cost,

damage, or expense, including attorney fees, suffered or incurred by the City.

c. Termination and Suspension.

The City may terminate this contract or suspend the work at any time for any reason considered by the City, in the exercise of its sole discretion, to be in the public interest.

In the event the Work's suspension is not the result of a labor dispute and this contract is not terminated, the Contractor shall be entitled to a reasonable extension of the time for completion, to be determined by the City, and shall be compensated for all actual verified costs incurred as a result of the suspension, plus the Contractor's standard overhead with respect to such costs.

In the event of a termination of this contract under these provisions, the Contractor shall be compensated for any preparatory work and actual, verified costs and expenses incurred as a result of the termination. In addition the Contractor shall be compensated for the Work performed on the basis of the Contract Sum in the case of any fully completed separate item or portion of the Work for which there is a separate or unit price, and with respect to any other portion of the Work shall be paid a percentage of the Contract Sum allocated to such other Work equal to the percentage of Work completed to the date of termination.

None of the foregoing provisions concerning compensation in the event of a suspension of Work or termination of this contract shall apply if such suspension or termination occurs as a result of the Contractor's violation of any Federal, State, or Local statutes, ordinances, rules or regulations, or as a result of any violation by the Contractor of the terms of this contract, including a determination by the City that the Contractor has not progressed satisfactorily with the Work in accordance with specifications.

4. Liquidated Damages.

Unless provided elsewhere in the Contract documents, liquidated damages in the amount of \$250.00 per calendar day shall apply for every day after the completion time limit that the project is not Substantially Complete.

Permitting the Contractor to continue and finish the work after the contract time or adjusted contract time has expired shall not be a waiver of any of the City's contract rights.

Payment of liquidated damages shall not release the Contractor from any obligations to complete the work nor constitute a waiver of the City's right to collect any additional damages that the City may sustain by failure of the Contractor to fulfill the contract. Liquidated damages shall be full and complete payment only for failure of the Contractor to complete the work on time. The amount of liquidated damages accrued may be deducted from payments due or to become due to the Contractor.

A contractor who has been assessed liquidated damages in a contract with the City shall be ineligible to bid on contracts from the City for a period of five (5) years from the date that the liquidated damages have been assessed.

5. Work Schedule.

The Contractor shall notify the City Engineer a minimum of 48 hours prior to commencing work. The Contractor shall perform all work in an expeditious manner, minimizing delays and inconvenience to local businesses and/or residents.

6. Existing Utilities.

The Contractor shall be responsible for checking actual utility locations in the field and checking with appropriate agencies that may have underground facilities within the project limits. The Contractor shall notify utility companies at least 2 business days, but not more than 10 business days before commencing any excavations. The excavator shall notify a utilities notifications system of the date, location, and depth of the proposed excavation and the type of work to be performed. Notifying a utilities notification system constitutes notice only to the participating members of that service. If no

utilities notification system is available, or if the owner of the underground facilities is not a member of a utilities notification system, the excavator shall give the same notice to each owner of underground facilities who is known to the excavator or who can be identified and contacted by the excavator.

7. Materials.

All materials shall be as specified in the Technical Specifications, plans, noted or other technical descriptions included herewith, unless otherwise noted. The City reserves the right to sample and test all material according to specification requirements cited in this contract.

8. Traffic Control.

Maintenance of traffic and traffic control through the work area shall be the responsibility of Contractor. If Contractor fails at any time during the project to provide adequate access for local traffic, the City may, at the discretion of the City Engineer, and giving the Contractor four (4) hours' notice, perform the necessary work to restore traffic and deduct the cost of such work from the contract price. The provisions for traffic control shall perform the necessary work to restore traffic and deduct the costs of such work from the contract price. The following provisions shall be made for traffic control:

- a. All work done under this contract in the City's right of way shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, as currently modified by the Oregon Department of Transportation.
- b. The Contractor shall insure that during non-work hours, that on-call staff is available to maintain all traffic control devices for the project. Both the City Engineer and the Chief of Police will be provided up to date contact information on these people. Failure to comply with this provision will cause the Contractor to be billed for any services required to be provided by City forces to provide adequate protection to the traveling public during non-work hours.

- c. Traffic control and temporary protective and directional devices may be used outside the limits of the project when they have direct bearing on the work under contract.
- d. The Contractor shall consider at least the following factors in restricting traffic flow (consistent with notes above):
 - i) Emergency vehicle access.
 - ii) Sufficiency of traffic control personnel and devices.
 - iii) Prior warning to the public and residents.
 - iv) Notification to TriMet, School District, Post Office, garbage company, and City/County emergency dispatch agencies.
- e. At the pre-construction conference, the Contractor shall provide the name, address and telephone number of the individual responsible for project and construction traffic controls during non-working hours.
- f. The Contractor shall not interrupt access to any private driveway for more than three consecutive hours unless written permission has been given to the Contractor by the owner of the property affected. Advance notice of forty-eight hours shall be given by the Contractor to the affected landowners and residents.

9. Contractor's Use of Premises.

The Contractor shall exercise care to protect adjacent existing structures and property from damage. All debris and excess materials shall be removed and disposed at the direction of the City Engineer.

10. Control of Work.

All work done under this contract shall not be deemed complete until accepted by the City Engineer. The City Engineer shall decide any and all questions that may arise as to the quality and/or acceptability of the materials used and/or work performed. Final approval and acceptance of any and all work performed under this

contract shall be the responsibility of the City Engineer.

11. Contractor's Responsibility.

It is understood that the plans, specifications and other contract documents do not purport to control the method of preparing the work, but only the requirements as to the nature of the completed work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method of performing and installing the work included in the contract documents shall be deemed advisory only and the feasibility of such methods, or the lack thereof, shall not affect the Contractor's liability or status as an independent Contractor under this contract.

12. Plans and Specifications.

If there is a conflict between contract documents, the document highest in precedence shall control. The precedence shall be:

- First: Permits as may be required by law
- Second: Contract Agreement
- Third: Bidder's Proposal
- Fourth: Technical Provisions (Technical Specifications and Drawings)
- Fifth: General Requirements, General Conditions, and Supplementary Conditions

Change orders, supplemental agreements, and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans as modified by the General Requirements and Technical Provisions applicable to this Project.

13. Control of Contractor Work.

It will be the direct responsibility of the Contractor to furnish every subcontractor a complete set of project plans and ensure that these plans are on the project site and in use when the subcontractor is performing that portion of the project.

The Contractor shall be responsible for any process control sampling, testing, measurement, and inspection needed to insure that the finished work complies with specifications. When density testing is required for assurance and/or

acceptance testing, the Contractor shall furnish and operate the nuclear gauge or shall retain an independent testing firm to perform the compaction testing. The testing shall be conducted under the observation of the engineer and performed on all surfaces regardless of density requirements unless otherwise directed by the engineer. All test results shall be provided in written report form to the engineer.

The Contractor shall give the attention necessary to keep the work progressing at a rate satisfactory to the engineer. The Contractor shall provide, at all times, a competent superintendent for all work on the project. The superintendent shall be readily accessible on a daily basis, have a set of plans, specifications, special provisions, and addenda, and be experienced in the type of work being performed. The superintendent shall have the authority to receive and carry out, without delay, the engineer's instructions and orders and to make arrangements for necessary materials, equipment, and labor.

The Contractor shall allow the engineer access at all times, during normal office hours, to books and records of the Contractor and the Contractor's subcontractors that pertain to the contract, and furnish the engineer facts necessary to determine actual cost of any part of all of the work. The engineer will consider a request for confidentiality to protect trade secrets.

If the engineer is not provided proper facilities by the Contractor for keeping strict accounting of cost, then the Contractor agrees to waive any claim for extra compensation.

Contractor shall schedule work Monday through Friday only. Contractor shall establish a standard daily work schedule for hours to begin and end work that is acceptable to the City.

Contractor shall not trespass on private property nor shall they use business or residential garden hoses or water faucets without the written approval of the property owner(s).

14. Protection of City Property.

It is the Contractor's responsibility to protect sidewalks, asphalt paving, concrete, trees,

shrubs, and any lawn areas at all times from work related damage of any type. Costs for cleaning, restoration or repair shall be borne by the Contractor, as the City may deem appropriate.

Should, during the course of Contractor's work, Contractor observe or suspect the presence of asbestos fiber, Contractor shall immediately stop work and notify the City of its findings. Should the project's schedule be delayed because of such findings, the Contractor will remove itself from the project and wait the City's order to return to work, at no penalty to the City.

Debris shall not be permitted to remain on site and shall be disposed daily and/or as directed by City.

It is the Contractor's responsibility to manage a safe work environment and Contractor shall take any means necessary to secure a safe work site for both the safety of all personnel and the public.

15. Contractor Identification.

Contractor shall furnish to City its taxpayer identification number as designated by the IRS.

16. Assignment.

Contractor shall not assign any rights acquired hereunder, without obtaining prior written approval from City.

17. 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.

18. 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 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 Work Products resulting from this Agreement without the prior written agreement of City.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

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

27. 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.

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City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

2023 Oregon City Preventative
Pavement Maintenance
Slurry Seal Projects

Printed January 5, 2023

- Slurry Seal
(Length = 27,534 ft Area = 97,209 sq yds)
- City Limits
- Urban Growth Boundary

Sheet S1

Sheet S2

Sheet S7

Sheet S3

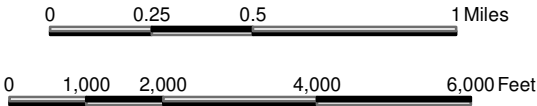
Sheet S5

Sheet S4

Sheet S6

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, or surveying purposes. Notification of any errors is appreciated.

Please recycle with colored office grade paper.



City of Oregon City
P.O. Box 3040
625 Center St
Oregon City, OR 97045
503-657-0891 phone
503-657-6629 fax
www.orecity.org



Plot date: January 5, 2023
Plot name: PMUF - 2023 Preventive Maintenance Projects Map - Sheet S1 - 20230105 - 11x17P.pdf
Map name: PMUF - 2023 Preventive Maintenance Projects Map - Sheet S1 - 20230105 - 11x17P.mxd



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: 05/17/2023

SUBJECT:

Personal Services Agreement with Bradley Warner, LLC for the Right-of-Way Attorney Services (PS 23-009)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with Bradley Warner, LLC in the amount of \$105,000 for Right-of-Way Attorney Services. This work consists of franchise negotiations, State and Federal legal regulatory compliance, and ensuring Oregon City Municipal Code compliance with applicable laws for Right-of-Way Attorney Services (PS 23-009).

EXECUTIVE SUMMARY:

The scope includes review of City franchise renewals, Oregon City Municipal Code (OCMC), Federal Communication Commission (FCC) regulation, and Right-of-Way purpose and intent as outlined in OCMC. The City foresees the below negotiations happening within this contract timeline:

- Portland General Electric
- Lumen
- Comcast
- NW Natural Gas
- LSNetwork

Due to the specialized nature of this work, the current City Attorney has advised the City to seek firms with expertise in Right-of-Way regulation and franchise negotiations.

BACKGROUND:

The City established a Right-of-Way Program by adopting Ordinance No. 13-1014 in December of 2013. Ordinance No. 13-1014 established Oregon City Municipal Code Chapter 13.34 Utility Facilities in Public Rights-of-Way with the following purpose and intent:

- A. Permit and manage reasonable access to the rights-of-way of the City for utility purposes and conserve the limited physical capacity of those rights-of-way held in trust by the City consistent with applicable state and federal law;
- B. Ensure that the City's current and ongoing costs of granting and regulating access to and the use of the rights-of-way are fully compensated by the persons seeking such access and causing such costs;
- C. Secure fair and reasonable compensation to the City and its residents for permitting use of the rights-of-way;
- D. Ensure that all utility companies, persons, and other entities owning or operating facilities and/or providing services within the city register and comply with the ordinances, rules, and regulations of the City;
- E. Ensure that the City can continue to fairly and responsibly protect the public health, safety, and welfare of its citizens;
- F. Encourage the provision of advanced and competitive utility services on the widest possible basis to businesses and residents of the city; and
- G. Comply with applicable provisions of state and federal law.

The Right-of-Way is Oregon City's most valuable asset ensuring connectivity, competitive utility services, and essential services for the Oregon City community. As established in 2013, the Right-of-Way Program manages usage, compensation, contractual documents, and regulatory compliance for all users of the right-of-way. Since its establishment, the program has seen an increase in registered utility service users of forty-five percent. The increase in users has also increased annual Right-of-Way revenue by forty five percent, ensuring the Oregon City Municipal Code purpose of fair compensation.

As the program usage has grown, the City is tasked with ensuring that contracts, sustainability, and community safety are all top priorities in complying with City municipal codes. In the proposed contract time, the City will be establishing licenses and franchises, reviewing established City codes, and correcting right-of-way misuse. The proposed contract would ensure the City legal expertise in managing this asset and ensure that contracts are abiding by established codes and ordinances.

The attached scope of work (Exhibit A) outlines the details by which the project will allocate funds.

The City has performed an intermediate procurement in accordance with ORS 279B.070.

On March 30, 2023, a request for qualifications for Right-of-Way Program Attorney Services for the Oregon City Right-of-Way Program was provided electronically by email to five attorney firms. Due to the specialized nature of this work and limited firms who specialize in this topic, City staff reached out to five law firms on the Oregon Association of Telecomm Officers and Advisors membership list. The Oregon

Association of Telecomm Officers and Advisors is an Oregon group focused on municipal law regarding telecom regulations and right-of-way use.

Statements of qualifications were due April 28, 2023, and one (1) statement of qualifications was received. The City also received an email from one other firm stating their lack of capacity due to current workload that hindered their ability to submit. All other firms were non-responsive. Staff reviewed the statement of qualifications and determined that Bradley Werner, LLC's qualifications will best serve the City's interests, based on their experience and expertise.

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: \$105,000
FY(s): FY 2023-2026
Funding Source(s): Engineering Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

RIGHT-OF-WAY ATTORNEY SERVICES (PS 23-009)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **BRADLEY WERNER, LLC** ("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 required by the City 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 1, 2026** unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **one hundred and five thousand dollars and no cents (\$105,000)**.

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; provided, however, Section 13(c) is amended to require an amount insurance not less than \$1,000,000 combined, single limit, per-occurrence/\$2,000,000 annual aggregate.

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:	BRADLEY WERNER, LLC 2145 Woodlane Drive, Suite 106 Woodbury, MN 55125 Attention: Nancy Werner

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

BRADLEY WERNER, LLC

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

By: _____

Name: _____

DATED: _____, 20____.

Title: _____

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

DATED: _____, 20____.

DATED: _____, 20____.

CITY COMMISSION APPROVAL:

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

May 5, 2023

PS 23-009 Right-of-Way Attorney Services Scope of Work

- 1- **Franchise Negotiations / Licenses / Registration** – The City anticipates the review of 3 major franchise negotiations within the contract timeframe. This work also includes the review of right-of-way licenses on a per-request basis.
 - a. FY 2023-2024 – \$20,000
 - b. FY 2024-2025 – \$20,000
 - c. FY 2025-2026 – \$15,000
- 2- **Regulatory Compliance** – Review of established right-of-way process such as Small Cell fees/standards, Federal Communication Commission rules on cable franchises, and Public Education and Government Access Channels (PEG), review of current fee structures.
 - a. FY 2023-2024 – \$5,000
 - b. FY 2024-2025 – \$10,000
 - c. FY 2025-2026 – \$10,000
- 3- **Miscellaneous Right-of-Way** – Work consists of supporting the City in ensuring Oregon City Municipal Code purpose and intent. Examples include review of potential enforcement on misuse of Right-of-way, audit reviews to ensure fair compensation, and safety reviews. Attending City Commission meetings per request.
 - a. FY 2023-2024 – \$10,000
 - b. FY 2024-2025 – \$5,000
 - c. FY 2025-2026 – \$10,000

All work shall be billed at the agreed upon contract billing hour of two hundred and seventy-five dollars (\$275) per hour and shall only be billed monthly per request. The rate shall remain \$275 for FY 2023-2025 with the City and Consultant both having the right to negotiate the rate beginning FY 2025-2026.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7b.

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 7b.

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

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7b.

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 attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

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

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

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than **\$1,000,000** combined, single-limit, per-occurrence/**\$2,000,000** 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 arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

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

Item 7b.

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.

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

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

Item 7b.

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 PUBLIC WORKS DEPARTMENT

REQUEST FOR QUALIFICATIONS

**Right of Way Program Attorney Services
March 2023**

SECTION 1 - GENERAL INFORMATION

1.1 Introduction

Oregon City Public Works is advertising an intermediate procurement contract for Right of Way Attorney Services to be awarded by the City Commission on May 17, 2023. The City seeks to contract a telecommunication attorney firm with knowledge of current cable franchising within Oregon, FCC regulation, local franchise authority, and background understanding of Oregon City Right of Way Ordinance 13-1014.

1.2 Proposal Inquiries and Submittal

Inquiries shall be directed to Dante Posadas, ROW and Construction Manager, by phone (971-204-4630) or e-mail (dposadas@orcify.org). Three (3) paper copies and one (1) electronic copy (thumb drive) of the Statement of Qualifications are to be received at the location below no later than **2:00 P.M. on April 28, 2023**. Statements of Qualifications submitted later than this date/time will not be accepted.

City of Oregon City
Public Works Department
Attention: Dante Posadas,
13895 Fir Street, Second Floor
Oregon City, Oregon 97045,

The proposal package shall be submitted in a sealed envelope, clearly marked:

STATEMENT OF QUALIFICATIONS FOR
OREGON CITY RIGHT OF WAY ATTORNEY SERVICES
Attention: Dante Posadas
13895 Fir Street
Oregon City, OR 97045

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

Fax submissions or email copies will not be accepted. Proposals must be received by the date and

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

The proposal shall be double-sided per section and printed on recycled paper. The proposal becomes part of the public record, without obligation to the City of Oregon City. The City reserves the right to reject the proposal for good cause if it is in the best interest of the public and is not liable for any costs incurred by the firm in the proposal preparation or follow-up scope of work or fee negotiations.

The anticipated contract start date is June 1, 2023, with contract duration through December 31, 2025. Upon completion of the contract, the City has the right, upon mutual consent of all parties, to renew the contract on a long-term basis within the terms of the contract.

All submittals become part of the public record, without obligation to the City of Oregon City. The City reserves the right to reject any or all submittals for good cause, in the public interest, and is not liable for any costs incurred by the firm in the submittal preparation or presentation.

1.3 Project Background

The City of Oregon City established a Right of Way Program by adopting Ordinance 13-1014 in December of 2013. Ordinance 13-1014 established Oregon City Municipal Code Chapter 13.34 Utility Facilities in Public Right of Way with the following purpose and intent:

- A. Permit and manage reasonable access to the rights-of-way of the City for utility purposes and conserve the limited physical capacity of those rights-of-way held in trust by the City consistent with applicable state and federal law;
- B. Ensure that the City's current and ongoing costs of granting and regulating access to and the use of the rights-of-way are fully compensated by the persons seeking such access and causing such costs;
- C. Secure fair and reasonable compensation to the City and its residents for permitting use of the rights-of-way;
- D. Ensure that all utility companies, persons, and other entities owning or operating facilities and/or providing services within the city register and comply with the ordinances, rules, and regulations of the City;
- E. Ensure that the City can continue to fairly and responsibly protect the public health, safety, and welfare of its citizens;
- F. Encourage the provision of advanced and competitive utility services on the widest possible basis to businesses and residents of the city; and
- G. Comply with applicable provisions of state and federal law.

SECTION 2 - GENERAL SCOPE OF WORK

The scope includes review of City Franchise Renewals, Oregon City Municipal Code (OCMC), Federal Communication Commission (FCC) regulation, and Right of Way purpose and intent. Occasional attendance at City Commission or other advisory committee meetings may be required. Meetings, conversations and other communications with City staff and consultants will be required on an as-needed basis.

The Oregon City Municipal Code and Rights of Way Management page can be found here:

https://library.municode.com/or/oregon_city/codes/municipal_code?nodeId=TIT13PUSE_CH13.34UTFAPURI-W

<https://www.orcity.org/RightOfWay>

2.1 Franchise, ROW License Renewals

The chosen attorney firm will be asked to review franchise documents and right of way licenses to ensure they abide with the intent and purpose of OCMC 13.24. The City foresees the below negotiations happening within this contract timeline:

- Portland General Electric
- Lumen
- Comcast
- NW Natural Gas
- LSNetwork

2.2 Regulatory Compliance

Provide review of Federal Communication Commission regulations, ensure that established Oregon City programs abide by Oregon Public Utility Commission (OPUC) rules, and collaborate on the establishment of Oregon City right of way utility regulation policies. Provide written memorandum regarding FCC/OPUC regulation and applicable criteria in the Oregon City Municipal Code. Suggest revisions meeting the established purpose and intent to Oregon City Municipal Code.

2.3 Meetings

Represent the City at public City Commission or other advisory meetings as needed. Be available for conversations, communications, and meetings with City staff on an as-needed basis.

2.4 Contract Requirements

The successful consultant shall enter into a Personal Services Agreement with the City (example shown in Attachment A). Payment for contract services shall be made monthly, upon receipt of the firm's billing statement, for work done to date. The invoice shall include a summary of progress through the billing date and shall not be submitted more often than once per month. All billings shall be processed through the City's project manager. The City may desire to see invoices separated by project reviewed as the City may seek compensation from private developers for this service.

The attorney services contract requires approval by City Commission. It is anticipated that the attorney firm contract award will occur at the May 17, 2023, City Commission meeting. In order for this to occur, the Scope of Work and fee will need to be finalized by May 5, 2023. The contract should be signed by the firm within one (1) week of City Commission award of the contract.

SCHEDULE

RFQ - Advertisement	March 28, 2023
Submission Deadline for RFQ at Public Works Department	April 28, 2023 2:00 p.m.
Scope of Work and Fee Finalized	May 5, 2023
Contract Awarded by City Commission	May 17, 2023
Start of Contract (Transition Phase)	June 1, 2023

SECTION 3 - STATEMENT OF QUALIFICATIONS FORMAT

Please comply with the following format when submitting your proposal. Proposal shall be double-sided per section and printed on recycled paper.

Contents	Max. # Pages
Introductory Letter	1
Firm's Capabilities	3
Project Examples	3
Support Information	1
TOTAL	8

3.1 Introductory Letter [1 page]

Provide a brief introductory letter describing why your firm is interested in providing ROW attorney firm services for the City of Oregon City. This may include the following:

- Your understanding of the opportunities and challenges of the Right of Way Program in Oregon City.
- Unique capabilities your firm provides including what makes your firm leading edge and/or distinctive.

The letter shall name the person(s) authorized to represent the Firm in any negotiations and the name of the person(s) authorized to sign any contract that may result. An authorized representative for the Firm shall sign the proposal letter. Provide a statement that the proposal is valid for ninety (90) days after the submission deadline. Provide a statement of commitment to not represent private developers for projects in Oregon City while under contract as the City's right of way attorney firm.

3.2 Firm's Capabilities [3 pages]

This section presents the firm's capabilities and resources in relation to this contract.

- Briefly, what are the firm's background and capabilities?
- Are resources (personnel) available to perform the work for the duration of the contract?
- What access does the firm have to programs and models?
- What steps will be used to understand existing City Right of Way regulation and climate?

3.3 Work Examples [3 pages]

This section is the heart of the response and addresses the Firm's ability to clearly show that they have the experience to provide services to the City.

- Has the firm provided similar services to other government agencies? Provide examples *
- Has the firm been successful in establishing fair compensation franchises while also maintaining the regulatory risk at a minimum. Please provide examples of how this has been accomplished.

*Firms with previous experience are preferred but not required. If your firm has no experience in Right of Way management, previous work with governmental agencies should be provided.

3.5 Support Information [1 page]

Support information must be limited to that which is pertinent. Material must include manuals, software, programs, and City/County/State/Federal standards which the firm is familiar with, understands, and can interpret and implement.

SECTION 4 – CITY DECISION

The successful firm will be chosen based on the following criteria:

Contents	Max. # Pages	Max. Points
Introductory Letter	1	5
Firm's Capabilities	3	10
Project Examples	3	15
Support Information	1	10
TOTAL	8	40

Points will be distributed in the following way:

1. Introductory Letter [maximum pages: 1]
 - a. Name and Signature of Authorized Representative -Pass/Fail
 - b. Signature of Authorized Representative – Pass/Fail
 - c. Contact Information of Firm (mailing address, phone number, email address) – Pass/Fail
 - d. Why your firm is interested – 5 points
2. Firm's Capabilities [maximum pages: 3]
 - a. Firm background – 1 point
 - b. Firm capability – 1 point
 - c. Available resources – 1 point
 - d. Writing Example(s) of Franchise agreements from previous project(s) – 7 points
3. Project Examples [maximum pages: 3]
 - a. Name of Agency – 1 point
 - b. Dates worked for Agency – 1 point
 - c. Examples of Right of Way regulation compliance/ Franchise agreement establishment – 13 points
4. Support Information [maximum pages: 1]
 - a. Federal Regulation Commission regulatory knowledge – 5 points
 - b. Experience of firm with other Oregon communities with established Right of Way programs – 5 points

All items will be scored objectively except for the Writing Example(s), Tasks provided for Agency, Explanation of how the firm's expertise covers the City's needs, and the Support Information which will be scored subjectively. Successful firms will be concise and specific with their experience, statement of qualification, and references. Successful candidates will be determined based on the best qualifications for the proposed project.

In the event of a high score that results in a tie or within 5 points of another proposal, the City may choose to interview the top candidates for final selection.

The chosen candidate will have an opportunity to negotiate a contract with the City, and upon successful award at City Commission, the other consulting firms who submitted proposals will be notified.

ATTACHMENTS:

- Attachment A – Personal Services Agreement Sample

CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

PROJECT NAME (PS/CI _____)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **CONSULTANT NAME** ("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 **expiration date**, 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 **write out dollar amount (\$_____)**.

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:

CONSULTANT NAME
ADDRESS
Attention: _____

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

CONSULTANT NAME

By: _____

John M. Lewis, P.E.

Title: Public Works Director

DATED: _____, 20____.

By: _____

Name: _____

Title: _____

By: _____

Anthony J. Konkol III

Title: City Manager

DATED: _____, 20____.

DATED: _____, 20____.

ORIGINAL CITY COMMISSION APPROVAL (IF
 APPLICABLE):

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

City Attorney

\\depot\Departments\PublicWorks\Forms\Contract & Bid Documents\Contract Boiler Plates - Bid Documents\Professional Service Agreements\Templates\Form - PSA_Consultant.docx



April 25, 2023

City of Oregon City
Public Works Department
Attention: Dante Posadas
13895 Fir Street, Second Floor
Oregon City, Oregon 97045

Re: Statement of Qualifications for Oregon City Right of Way Attorney Services

Dear Mr. Posadas:

Bradley Werner, LLC is excited to submit the attached proposal in response to the City of Oregon City's ("City") Request for Qualifications for Right of Way Program Attorney Services. As seasoned franchising and right of way attorneys, we understand the importance of effective right of way management. In most Oregon cities, the right of way is one of the most valuable assets and compensation for its use is a top source of revenue.

Because the City has a comprehensive right of way license ordinance and staff dedicated to right of way management, it is in a strong position to manage the challenges of utility use of the right of way. While Oregon cities enjoy robust home rule authority to manage their rights of way, it is critical to have a solid understanding of where that authority is limited by applicable State and federal laws and rules. Effectively navigating these laws, rules and technological issues requires expertise in communications law, and Bradley Werner, LLC is at the forefront of municipal communications practice. Nancy Werner, a licensed Oregon attorney who would be the lead attorney working with City, has extensive experience in right of way management ordinances and franchise negotiations in Oregon, including in Oregon City. Nancy worked with the City in implementing its Utility Facilities in Public Right of Way Ordinance, including successfully defending at the trial and appellate court levels the City's authority to impose the fees established in the Ordinance. Mike Bradley has represented municipalities from Maine to Washington on cable and other utility franchising and rights of way matters. Nancy and Mike are recognized experts on municipal communications law.

Nancy Werner is authorized to represent the firm in any negotiations and to sign any contract that may result. This proposal is valid for ninety (90) days after the City's submission deadline. The firm commits to not represent private developers for projects in the City while under contract as the City's right of way attorney firm. This Statement of Qualifications is printed on recycled paper.

Very Truly Yours,

Nancy L. Werner

Bradley Werner, LLC

FIRM CAPABILITIES**Background and Capabilities**

Our law firm was founded in 1998 for the primary purpose of representing local governments on cable franchising, telecommunications and rights of way matters. Led by Nancy Werner, we are the only female-led municipal telecommunications firm in the country. We have three municipal telecommunications attorneys each with over 20 years' experience. Our firm is nationally recognized for our deep knowledge of federal communications law and breadth of experience advocating on behalf of local governments in the courts, Congress and before the Federal Communications Commission (FCC) and other administrative agencies. Our attorneys have experience with a variety of state laws and regulations impacting local rights of way and franchising, including extensive knowledge of Oregon laws, court decisions and administrative rules.

As described in more detail below, Bradley Werner attorneys have negotiated countless cable, telecommunications and utility franchises, drafted and implemented numerous communications and rights of way ordinances and assisted a diverse range of clients in preserving and protecting their rights of way. For over a decade, Nancy Werner worked directly for many Oregon municipalities on rights of way and franchising issues. She continued this municipal advocacy on a national basis as General Counsel for NATOA, where she represented local interests on nearly every significant communications law issue before the FCC and federal courts. Nancy drafted, implemented and, where necessary, defended several rights of way ordinances during her years in Oregon, including Oregon City's current Ordinance. She is widely recognized as an expert in rights of way and communications issues in Oregon, having written model ordinances for the League of Oregon Cities and participated in several of the leading cases refining the broad scope of home rule authority Oregon cities enjoy in managing their rights of way.

Resources Available to Perform the Work

Bradley Werner has ample resources to perform the work contemplated in the Request. The Bradley Werner Telecommunications Law Group includes Nancy Werner, Mike Bradley and Michael Athay, each of whom has extensive experience with and knowledge of communications and rights of way law and policy, as described below. Nancy Werner would take the lead in representing Oregon City, and Mike and Michael would be valuable assets as needed.

Nancy Werner is an attorney with more than 15 years of experience representing local governments in cable franchising, communications, utility and rights of way matters. Nancy has represented local governments and cable commissions in cable franchise negotiations, including numerous franchise renewals with Comcast and Charter, and negotiated some of the first competitive cable franchises in Oregon with Verizon (now Zply Fiber) and CenturyLink (now Lumen). She also has extensive experience developing cable, wireless and rights of way ordinances, including drafting, with the National League of Cities, a national model ordinance for use of the rights of way by communications providers and drafting model telecommunications and utility ordinances for the League of Oregon Cities. Nancy has experience representing municipalities in state and federal court, and authored the *amicus* brief at the Oregon Supreme Court on behalf of the League of Oregon Cities in *Eugene v. Comcast*, a precedent-setting decision upholding city authority to impose fees on broadband service providers.

Prior to joining Bradley Werner in 2022, Nancy was General Counsel of the National Association of Telecommunications Officers and Advisors (NATOA), a local government professional association representing the interests of local governments in communications law and policy, where she led the advocacy efforts to protect local government interests before Congress, the FCC and the Treasury Department. Nancy filed comments in nearly every significant docket at the FCC on cable television, telecommunications, 5G/small cells and wireless matters. Nancy also led NATOA's challenges to FCC actions in federal court, including significant cable franchise and wireless cases before the Ninth and Sixth Circuit Courts of Appeals. Prior to joining NATOA, Nancy was Of Counsel at the law firm of Beery, Elsner & Hammond, LLP in Portland, Oregon, where she represented local governments with a focus on cable and communications law, right of way management and utility franchises.

Nancy is a member of the International Municipal Lawyers Association (IMLA) and NATOA, and is a frequent speaker on cable, communications and rights of way issues at national conferences, including NATOA, the Alliance for Community Media, the Federal Communications Bar Association and the Practicing Law Institute. Nancy previously served on the FCC's Broadband Deployment Advisory Committee, where she represented local governments' interests in managing local rights of way and protecting the public interest. Nancy is licensed to practice in Oregon and Illinois.

Michael Bradley is an attorney with 30 years of experience practicing in the area of municipal cable franchising and telecommunications. Mike has represented cities in cable franchise negotiations with Comcast, Charter, Cox, Mediacom and CenturyLink and other competitive cable providers, such as Ziply, Verizon, AT&T, Frontier and Wave Broadband. He is one of only a few attorneys in the country with experience in the formal cable franchise renewal process. Mike negotiated the initial competitive cable franchises in the Twin Cities with CenturyLink. Mike assisted the City of Oklahoma City in successfully defending a class action lawsuit challenging the City's authority to receive a cable franchise fee. Mike also represents cities on small cell wireless matters, including developing a model small cell ordinance in South Dakota and Minnesota and helping cities develop standalone small cell ordinances in Iowa, Washington, Utah and Oklahoma. Additionally, he has helped negotiate telecommunications franchises, master licenses and master lease agreements on behalf of his municipal clients.

Michael Athay joined Bradley Werner, LLC after more than 20 years practicing in the City of Philadelphia Law Department, where he established and supervised the Law Department's telecommunications and information technology practices. He is experienced in drafting and negotiating cable franchise agreements, representing the City of Philadelphia in 2015 and earlier renewal negotiations with Comcast, and Philadelphia's 2009 negotiations with Verizon for its FiOS competitive cable franchise. Michael is also experienced in structuring and negotiating agreements and licenses with wireless providers to construct and operate wireless facilities in the rights of way, on municipally-owned property and on street furniture. He counselled the development and passage of the City's first right of way management ordinance, and is experienced in right of way management issues, ordinance drafting and local legislative approval processes.

Understanding the City's Existing ROW Regulations and Climate

Given Nancy's experience in drafting and implementing Oregon City's Ordinance, we feel we have a very good understanding of the existing regulations. However, laws and technology have changed since the enactment of the Ordinance, and the City's priorities may have as well. Our priority would be to ensure that we thoroughly understand the City's concerns and goals, and that of the entities regulated by the Ordinance, prior to undertaking any projects. This includes reviewing the City's existing franchise agreements as well as the Ordinance. It might also include discussions with staff and stakeholders and/or public meetings or executive sessions with the City Commission for information and direction on the appropriate course of action.

Previous Franchise Experience

As noted above, Bradley Werner attorneys have decades of experience negotiating franchises and drafting rights of way ordinances. Below is a list of some of the companies with which we have negotiated franchise agreements and the jurisdictions with which we have worked. Additional details are provided in the following section.

Companies: Comcast (cable); CenturyLink/Lumen (cable and telecommunications); Charter (cable); Wave (cable and telecommunications); Verizon/Frontier (cable and telecommunications); Google Fiber (cable/broadband); TW Telecom (telecommunications); TCG Oregon (telecommunications); MCIMetro Access (telecommunications); Level 3 (telecommunications); Portland General Electric (electric); PacifiCorp (electric); NW Natural (natural gas); Ziply (telecommunications); MediaOne (cable); AT&T (video service and small cell); Public Service Company of Oklahoma (electric); Mediacom (cable); Time Warner Cable (cable); Cox (cable); TCI (cable); CenterPoint Energy (gas).

Representative Clients: Oregon City; Metropolitan Area Communications Commission (Washington County, Oregon and 14 cities including Hillsboro and Beaverton); Clackamas County; Mid-Willamette Valley Cable Regulatory Commission (Salem and Marion County); Gladstone; Happy Valley; Sherwood; Aumsville; McMinnville; Reedsport; Clatsop County; Renton, Washington; Philadelphia, Pennsylvania; Oklahoma City, Oklahoma; Minneapolis, Minnesota; Multiple Minneapolis-area cable commissions; municipalities in Oregon, Washington, Minnesota, Iowa, Utah, Wisconsin, New York, Maine, Tennessee, Oklahoma and South Dakota.

Significant Negotiation Issues

- Franchise fee rates and gross revenues definitions, including FCC limits on cable franchise fees, potential issues with Section 253 of the Telecommunications Act of 1996, application of the limits imposed in ORS 221.515 and 317A.158 on certain privilege taxes.
- Preservation of police powers to update rights of way regulations and standards.
- Relocation and undergrounding authority and the application of Oregon Administrative Rules on the allocation of undergrounding costs for public utilities.
- Public, educational and government (PEG) access channels and financial support.
- Competitive equity for similarly situated providers.

Bradley Werner has extensive experience in ensuring fair compensation to local governments for utility providers' use of local rights of way while also managing the regulatory risks associated with right of way management. One effective tool to achieve this balance is implementing a right of way ordinance, as the City has done. An ordinance allows the City to maintain a level of consistency in right of way requirements among various utilities, which reduces the legal risks particularly with respect to communications providers. It also helps ensure City staff can more effectively and efficiently apply the right of way requirements to various users of the right of way. An ordinance also can be used to set fair and reasonable compensation for use of the rights of way, subject to applicable limitations in federal and Oregon law.

This balance also can be achieved through effective franchise negotiations, which is particularly important in the cable franchise context. While cable operators can (and likely should) follow the same right of way regulations as other utilities, under current federal laws, cable-specific obligations like public, educational and government (PEG) access channels are best addressed in a cable franchise. With respect to cable franchise agreements, recent FCC rules have exacerbated the complexity of ensuring the City receives fair compensation for use of the right of way. Our firm has been at the forefront of implementing these rules in cable franchise negotiations.

It is also important to have a deep understanding of the unique laws in Oregon. This starts with Oregon's robust home rule authority, which preserves cities' ability to manage their rights of way and receive compensation for that use. There are, however, limitations on how fees may be imposed on incumbent local exchange carriers and a relatively new preemption that may limit some revenue-based privilege taxes. Working knowledge of these and similar statutes and related case law is essential in ensuring the City can receive full and fair compensation from entities that install facilities in or otherwise use the City's rights of way.

Bradley Werner has an extensive list of relevant projects, including drafting and implementing a number of rights of way ordinances and negotiating cable and other utility franchise agreements. We value our client relationships and have been very fortunate that many of our clients have worked with us continually for over 20 years. Our examples include work Nancy performed prior to joining Bradley Werner in 2022. Due to space limitations, below is a representative sample of projects. We are happy to provide additional examples and references.

City of Oregon City, Oregon (2008-2018). Nancy Werner worked on numerous rights of way and franchise projects for the City of Oregon City. She negotiated several telecommunications franchises, including with TW Telecom, TCG Oregon, Level 3 and Clackamas County, that raised unique issues of federal and Oregon law. For example, the City's per foot right of way fee exceeded one provider's anticipated revenue from its sole customer in the City, raising allegations that the City's fee structure violated Section 253(a) of the Telecommunications Act of 1996, which we addressed through a creative fee structure in the franchise agreement. Nancy also negotiated cable franchise agreements with Comcast and WaveDivision, which required significant negotiations with Comcast to increase the financial support for PEG capital costs and to expand the definition on gross revenues on which Comcast calculates its franchise fee payments. These franchises also protected the City through requirements for insurance, performance and construction bonds and indemnification of the City in the event of any claim or damages related to the cable franchise.

Nancy also assisted with drafting and implementing the City's Right of Way Ordinance and related fees. Nancy worked with City staff, the City Commission and utilities to ensure that the fee structure provided fair and reasonable compensation to the City in compliance with various Oregon and federal law limitations, and that the Ordinance preserved the City's robust authority to manage utility providers' use of and access to the rights of way. Nancy successfully defended the City's authority to impose the ROW Usage Fee on Tri-City Service District's facilities (*see Tri-City Service District v. Oregon City*, 290 Or. App. 232 (2018)). Nancy frequently provided advice on application of the Ordinance on an as-needed basis.

City of Keizer, Oregon (Feb.-April 2023). Nancy assisted the City of Keizer in drafting and in understanding the legal issues related to the potential adoption of a new utility right of way ordinance, including responding to utility and communications providers' comments on the ordinance and the potential limitations found in ORS 221.515, ORS 317A.158 and various FCC rules and orders.

City of Gladstone, Oregon (2016; Nov. 2022-present). Nancy assisted the City of Gladstone in drafting and implementing its original utility right of way ordinance and is currently working with the City to address the application of the ordinance with respect to new laws, rules and technologies.

Metropolitan Area Communications Commission (2007-2018; Nov. 2022-present). Nancy represented MACC in negotiating a cable franchise renewal with Comcast, and negotiating competitive cable franchise agreements with Verizon (now Frontier) and CenturyLink (now Lumen). Nancy worked to ensure that the franchises required payment of the maximum franchise fee amount allowed by federal law and fully preserved MACC member jurisdictions' authority to manage their rights of way, in addition to other protections such as insurance, bonds and indemnification provisions. Nancy also assisted MACC with cable-related issues, including filing comments with the FCC on issues impacting cable franchises, advising on implementation of new FCC orders and rules and assisting in franchise fee reviews.

City of McMinnville (Oct. 2022-present). Nancy is working with the City of McMinnville in negotiating its cable franchise renewals with Comcast and Ziply Fiber.

City of Hillsboro, Oregon (2010-2016). Nancy assisted the City of Hillsboro in drafting and implementing a utility right of way ordinance. Nancy also negotiated franchises with Portland General Electric and NW Natural and advised the City on the application of the franchises as well as the right of way ordinance in various situations, including relocation issues.

City of Happy Valley, Oregon (2016). Nancy assisted the City of Happy Valley in drafting and implementing a utility right of way ordinance. Nancy also negotiated franchises with Portland General Electric and NW Natural and advised the City on various issues related to the franchises and the right of way ordinance.

City of Fairview, Oregon (2010-2018). Nancy assisted the City of Fairview in negotiating franchise agreements with NW Natural, Portland General Electric and several telecommunications companies.

League of Oregon Cities (2010; 2016). Nancy updated the League's Master Telecommunications Infrastructure Ordinance with the 2010 Master Communications Infrastructure Ordinance and, also in 2010, created the Master Utility Right-of-Way Ordinance that served as a model for many local governments' rights of way ordinances. Nancy authored the amicus brief on behalf of the League in *City of Eugene v. Comcast of Or. II, Inc.*, 359 Or. 528 (2016), a significant Oregon Supreme Court decision upholding local authority to impose fees on use of the rights of way to provide broadband services. Nancy co-authored the amicus brief on behalf of the League in *Thunderbird Mobile Club, LLC v. City of Wilsonville*, 234 Or. App. 457 (Or. App. 2010), an important Court of Appeals decision confirming the broad home rule authority of Oregon cities.

City of Minneapolis, Minnesota (1998-present). Mike Bradley has represented the City of Minneapolis, the largest franchising authority in Minnesota, on cable franchising issues for over 20 years. Mike also represented the City in negotiating a competitive cable franchise between the City and CenturyLink. This was the first competitive cable franchise in the Twin Cities and served as the template for all other cities in the Twin Cities area. Mike also represented the City in resolving several long-standing disputes with its cable operators (Time Warner and Comcast), resulting in a settlement worth over \$65 Million in franchise fees, PEG and I-Net support to the City. Mike represented the City in renewing its cable franchise with Comcast, consistent with the settlement agreement.

City of Philadelphia, Pennsylvania (2000-Present). Michael Athay has represented the City as an Assistant City Solicitor and as outside counsel at Bradley Werner. Michael is currently representing the City on cable franchise renewals with Comcast and Verizon. Nancy and Mike have also represented the City as outside counsel and are currently representing the City and a large municipal consortium of local government interests on the FCC's Digital Discrimination Docket.

City of Oklahoma City, Oklahoma (2001-present). Mike Bradley has represented the City of Oklahoma City, the largest franchising authority in Oklahoma, for over 20 years. His work has included negotiating a cable franchise renewal with Cox Cable, negotiating a competitive franchise with AT&T, advising the City on proposed state legislation, and successfully defending the City against a class action lawsuit concerning the City's authority to receive cable franchise fees (\$7 million per year) under state law.

Northwest Suburbs Cable Communications Commission (NWSCCC) (2016-Present). The NWSCCC is a municipal joint powers commission consisting of 9 suburbs in the northwest suburbs of the Twin Cities and is the second largest franchising authority in Minnesota. Mike has represented the NWSCCC for the past seven years. He negotiated a competitive cable franchise with CenturyLink and is currently representing NWSCCC with the Comcast cable franchise renewal.

Broken Arrow, Oklahoma (2017-Present). Mike and Nancy negotiated the City's franchise agreement with the Public Service Company of Oklahoma, an electric utility. Mike also assisted with City with small wireless facility licensing and cable franchising.

Federal Regulatory Experience

Filed in Federal Communications Commission dockets:

- Section 621 Order (cable franchise fees; local authority to regulate cable companies' non-cable services).
- Moratorium Order (permitting and approval processes for telecommunications facilities).
- Small Cell Order (fee limitations and shot clocks on small wireless facilities applications).
- Digital Discrimination (rules to prohibit ISPs from engaging in digital discrimination).
- Effective Competition and Rate Regulations (various dockets related to local authority to regulate the basic rates charged by cable operators).

Nancy was a member of the Federal Communications Commission Broadband Deployment Advisory Committee and interviewed as a subject matter expert by the Commission's Communications Equity and Diversity Council.

Relevant Litigation

Participated in the following significant litigation:

- *Eugene v. FCC*, 998 F.3d 701 (6th Cir. 2021) (cert. denied): Mike and Nancy participated in the appeal of the FCC's Section 621 Order in the Sixth Circuit Court of Appeals and in the petition for review with the Supreme Court.
- *Portland v. FCC*, 969 F.3d 1020 (9th Cir. 2020) (cert. denied): Nancy participated in the appeal of the FCC's Small Cell Order in the Ninth Circuit Court of Appeals and assisted in filing a petition for review with the Supreme Court.
- *Manhattan Community Access Corp. v. Halleck*, 139 S.Ct. 1921 (2019): Nancy participated in a joint amicus brief at the Supreme Court to protect local governments' authority to receive PEG channels in cable franchise agreements.
- *Tri-City Service District v. Oregon City*, 290 Or. App. 232 (2018): Nancy successfully defended Oregon City's authority to impose the ROW Usage Fee.
- *City of Eugene v. Comcast of Or. II, Inc.*, 359 Or. 528 (2016): Nancy authored the Oregon Supreme Court amicus brief on behalf of the League of Oregon Cities in a case that upheld local authority to impose fees on use of the rights of way to provide broadband services.

Right of Way Program Experience

- Drafted the model utility rights of way ordinance for the League of Oregon Cities and the national model communications ordinance co-published with the National League of Cities.
- Drafted and implemented utility rights of way ordinances for various Oregon cities, including Oregon City, Hillsboro, Gladstone, and Happy Valley.

Knowledge of Applicable Laws, Rules, Orders and Standards

- Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, (as amended in 1992 and 1996) and the Telecommunications Act of 1996.
- FCC rules and orders relating to cable franchise fees, permitting shot clocks, fee caps on small wireless facilities and wireless siting mandates.
- ORS 221.450 (right of way management over utilities).
- ORS 221.515 (limitation on authority to impose certain fees on ILECs).
- ORS 317A.158 (preemption of local taxes on commercial activity).
- OAR 860-022 (PUC rules on fee pass throughs and treatment of undergrounding costs).



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: 05/17/2023

SUBJECT:

Public Improvement Contract with Aaken Corporation for the Beavercreek Road ARTS Project (CI 21-006)

STAFF RECOMMENDATION:

Award the bid and authorize the City Manager to execute the Public Improvement Contract with Aaken Corporation in the amount of \$962,499.00 for construction of the Beavercreek Road ARTS Project (CI 21-006).

EXECUTIVE SUMMARY:

Oregon City was awarded a 2018 All Roads Transportation Safety (ARTS) Grant in the amount of \$922,200 for safety improvements on Beavercreek Road from Warner Milne Road to Mapelane Road. Approval of this contract will move the project through the construction phase.

BACKGROUND:

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

In July 2021, the City Commission approved a Local Agency Agreement with ODOT to allow the City to utilize the State Funded Local Project Program to deliver the project at the local level, instead of ODOT delivering it as a federally-funded project.

Corridor Improvements

All signalized intersections on Beavercreek Road between Warner Milne Road and Mapelane Road will be updated with yellow reflectorized backplates for increased visibility. Upgrades to the signal hardware will also be completed, including new signal controllers, fiber communications to and from all signals along the corridor, and signal

timing updates. Updated signal timing, coupled with the fiber communications, will allow us to optimize the signals in the corridor not only at completion of the project, but also allow us to monitor the signals remotely.

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

Hwy 213 and Beavercreek Road Intersection

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

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

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

On April 12 and 14, 2023, the project was advertised in the *Daily Journal of Commerce* and the City bid site in accordance with City and State contracting procedures. The bid opening was held on May 2, 2023, and two (2) bids were received. Staff and DKS Associates reviewed the bids and determined that Aaken Corporation was the low responsive bidder. The contract award value is nine hundred sixty-two thousand, four hundred ninety-nine dollars and zero cents (\$962,499.00).

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

Aaken Corporation	\$962,499.00
Northstar Electrical	\$1,293,090.00
Engineer's Estimate	\$962,230.00

Construction will begin in Summer 2023 and continue to Spring of 2024.

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: \$962,499

FY(s): 2023/2024

Funding Source(s): Transportation SDC

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 **AAKEN CORPORATION** (“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: **Beavercreek Road ARTS Improvement Project (CI 21-006)** 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 5, 2023 Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dated January 11, 2023 Prevailing Wage Apprenticeship Rates dated October 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 2021 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents Addendum 1 – Posted April 28, 2023 All items included within these Contract Documents.
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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

Contractor shall complete all Work to be done under the Contract required to construct the flashing beacon signal pole foundation not later than October 31, 2023. The project shall be substantially complete by January 31, 2024 and ready for final acceptance by March 31, 2024 as identified in 00180.50(b) of the Special Provisions.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **nine hundred and sixty-two thousand, four hundred and ninety-nine dollars and no cents (\$962,499.00).**

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**AAKEN CORPORATION**

By: _____
Anthony J. Konkol III
City Manager

Printed Name

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

By: _____
Authorized Signature

Approved as to Legal Sufficiency

Title

By: _____
City Attorney

Date

Address:

City Commission Award Date:

Federal Taxpayer ID Number

Client City of Oregon City
 Project Beavercreek Road ARTS Project (CI 21-006)
 Bid Tabulation
 Date: 5/5/2023

Apparent Low

Other Bidders

Item	Description	Units	Quantity	Engineers Estimate		Aaken Corpotation		NorthStar Electrical Contractors	
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	EXTRA WORK AS AUTHORIZED (MISCELLANEOUS FIELD DIRECTIVES)	Force Account	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
2	MOBILIZATION	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 80,000.00	\$ 80,000.00	\$ 86,000.00	\$ 86,000.00
3	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1	\$ 105,000.00	\$ 105,000.00	\$ 196,800.00	\$ 196,800.00	\$ 220,000.00	\$ 220,000.00
4	EROSION CONTROL	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 12,000.00	\$ 12,000.00
5	POLLUTION CONTROL PLAN	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
6	CONSTRUCTION SURVEY WORK	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 10,000.00	\$ 10,000.00
7	CLEARING AND GRUBBING	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 12,500.00	\$ 12,500.00	\$ 3,000.00	\$ 3,000.00
8	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00
9	REMOVE AND REINSTALL EXISTING SIGNS	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 7,000.00	\$ 7,000.00
10	WOOD SIGN POSTS	F&M	320	\$ 20.00	\$ 6,400.00	\$ 49.00	\$ 15,680.00	\$ 28.00	\$ 8,960.00
11	SIGNS, STANDARD SHEETING, EXTRUDED ALUMINUM	SQFT	90	\$ 37.00	\$ 3,330.00	\$ 100.00	\$ 9,000.00	\$ 42.00	\$ 3,780.00
12	36 INCH DIAMETER SIGNAL SUPPORT DRILLED SHAFT	FT	25	\$ 700.00	\$ 17,500.00	\$ 850.00	\$ 21,250.00	\$ 1,050.00	\$ 26,250.00
13	TELECOMMUNICATIONS, MATERIAL	LS	1	\$ 122,500.00	\$ 122,500.00	\$ 46,550.00	\$ 46,550.00	\$ 295,000.00	\$ 295,000.00
14	TELECOMMUNICATIONS, INSTALLATION	LS	1	\$ 266,500.00	\$ 266,500.00	\$ 185,350.00	\$ 185,350.00	\$ 65,000.00	\$ 65,000.00
15	TELECOMMUNICATIONS, SPlicing AND TESTING	LS	1	\$ 22,500.00	\$ 22,500.00	\$ 13,920.00	\$ 13,920.00	\$ 26,000.00	\$ 26,000.00
16	TRAFFIC SIGNAL MODIFICATION, BEAVERCREEK AT LINN/LELAND	LS	1	\$ 16,500.00	\$ 16,500.00	\$ 12,430.00	\$ 12,430.00	\$ 25,600.00	\$ 25,600.00
17	TRAFFIC SIGNAL MODIFICATION, BEAVERCREEK AT WARNER MILNE	LS	1	\$ 14,000.00	\$ 14,000.00	\$ 14,235.00	\$ 14,235.00	\$ 29,000.00	\$ 29,000.00
18	TRAFFIC SIGNAL MODIFICATION, BEAVERCREEK AT DANIELSONS ACCESS	LS	1	\$ 21,000.00	\$ 21,000.00	\$ 14,710.00	\$ 14,710.00	\$ 29,500.00	\$ 29,500.00
19	TRAFFIC SIGNAL MODIFICATION, BEAVERCREEK AT MOLALLA	LS	1	\$ 6,500.00	\$ 6,500.00	\$ 6,180.00	\$ 6,180.00	\$ 6,500.00	\$ 6,500.00
20	TRAFFIC SIGNAL MODIFICATION, BEAVERCREEK AT SOUTHRIDGE SHOPPING CENTER ACCESS	LS	1	\$ 23,500.00	\$ 23,500.00	\$ 16,185.00	\$ 16,185.00	\$ 40,000.00	\$ 40,000.00
21	TRAFFIC SIGNAL MODIFICATION, BEAVERCREEK AT FRED MEYER ACCESS	LS	1	\$ 21,000.00	\$ 21,000.00	\$ 14,710.00	\$ 14,710.00	\$ 60,000.00	\$ 60,000.00
22	TRAFFIC SIGNAL MODIFICATION, BEAVERCREEK AT FIR	LS	1	\$ 21,000.00	\$ 21,000.00	\$ 14,710.00	\$ 14,710.00	\$ 24,000.00	\$ 24,000.00
23	TRAFFIC SIGNAL MODIFICATION, BEAVERCREEK AT OR213 (TRAILS END HWY)	LS	1	\$ 57,500.00	\$ 57,500.00	\$ 71,624.00	\$ 71,624.00	\$ 98,500.00	\$ 98,500.00
24	TRAFFIC SIGNAL MODIFICATION, BEAVERCREEK AT MAPLELANE	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 7,350.00	\$ 7,350.00	\$ 17,000.00	\$ 17,000.00
25	TRAFFIC SIGNAL MODIFICATION, MOLALLA AT WARNER MILNE	LS	1	\$ 6,500.00	\$ 6,500.00	\$ 10,337.00	\$ 10,337.00	\$ 23,000.00	\$ 23,000.00
26	TRAFFIC SIGNAL MODIFICATION, MOLALLA AT MCDONALDS ACCESS	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 11,287.00	\$ 11,287.00	\$ 26,000.00	\$ 26,000.00
27	WIRELESS INTERCONNECT SYSTEM	LS	1	\$ 14,000.00	\$ 14,000.00	\$ 29,489.00	\$ 29,489.00	\$ 23,000.00	\$ 23,000.00
28	FLASHING BEACON INSTALLATION, SOUTHBOUND OR213 (TRAILS END HWY)	LS	1	\$ 57,000.00	\$ 57,000.00	\$ 81,202.00	\$ 81,202.00	\$ 68,000.00	\$ 68,000.00
TOTAL (ITEMS 1 TO 28)					\$ 962,230.00	0.0%	\$ 962,499.00	34.4%	\$ 1,293,090.00

CITY OF OREGON CITY

BEAVERCREEK ROAD ARTS IMPROVEMENT PROJECT

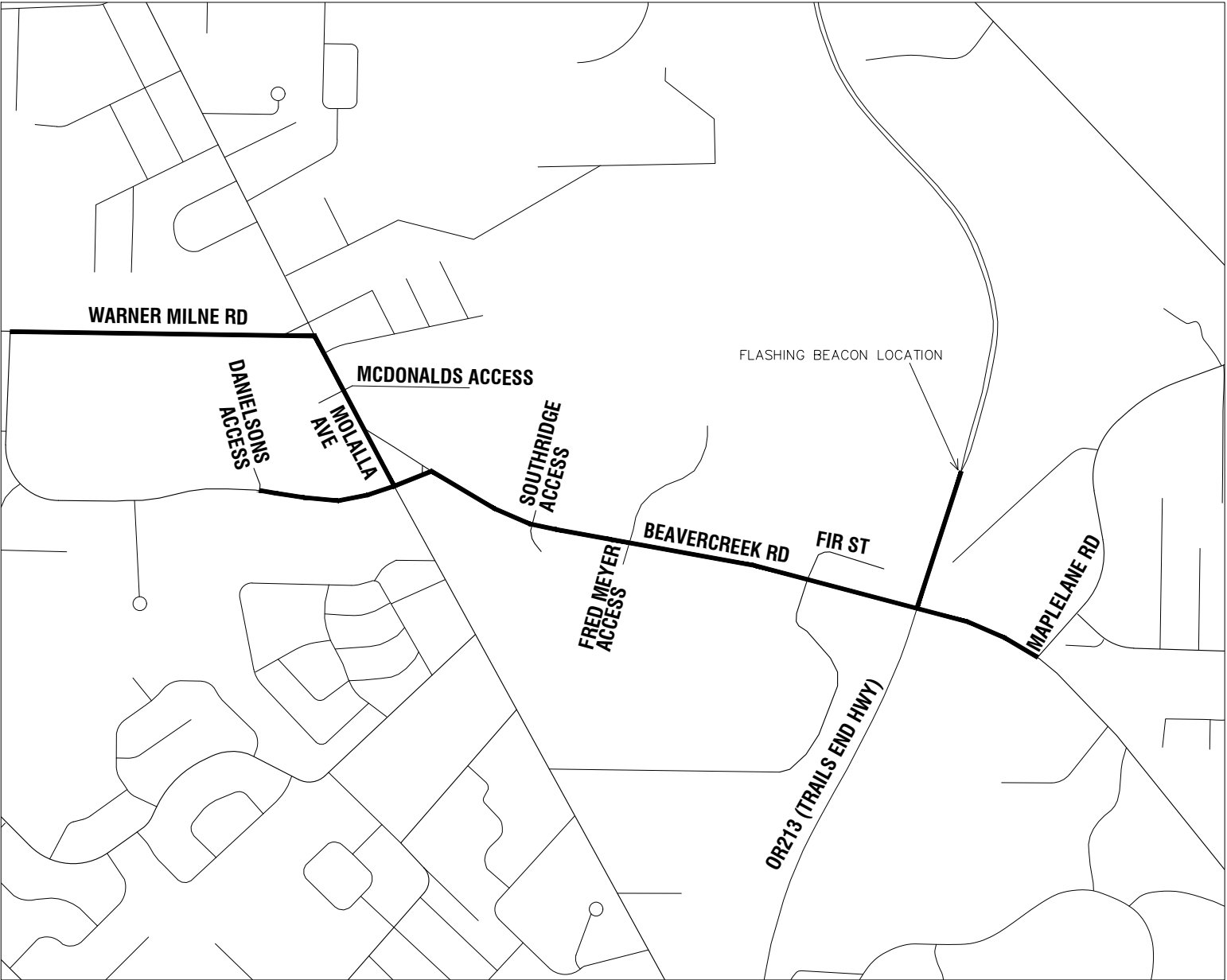
CLACKAMAS COUNTY, OREGON
CI 21-006

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
CI	COVER SHEET
IC1	INTERCONNECT LEGEND
IC2	INTERCONNECT PLAN
IC3	INTERCONNECT PLAN
IC4	INTERCONNECT PLAN
IC5	INTERCONNECT PLAN
IC6	INTERCONNECT PLAN
IC7	INTERCONNECT PLAN
IC8	INTERCONNECT PLAN
IC9	INTERCONNECT PLAN
IC10	INTERCONNECT PLAN
IC11	INTERCONNECT PLAN
IC12	INTERCONNECT PLAN
IC13	INTERCONNECT PLAN
IC14	INTERCONNECT PLAN
IC15	INTERCONNECT PLAN
IC16	SPLICE DIAGRAM
IC17	SPLICE DIAGRAM
IC18	SPLICE DIAGRAM
IC19	SPLICE DIAGRAM
IC20	SPLICE DIAGRAM
IC21	COMPONENT SCHEDULE
IC22	COMPONENT SCHEDULE
IC23	INTERCONNECT DETAILS
TS1	SIGNAL LEGEND
TS2	SIGNAL MODIFICATION PLAN
TS3	FLASHING BEACON PLAN
TS4	SIGNAL DETAILS
TS5	SIGNAL MODIFICATION TABLE
TS6	PTZ CAMERA INSTALLATION DETAILS
SN1	SIGNING PLAN
SN2	SIGN AND POST DATA TABLE

STANDARD DRAWING NOS.

TM200, TM450, TM454, TM456, TM460, TM462, TM466, TM470, TM471, TM472, TM650, TM651, TM652, TM653, TM654, TM670, TM671, TM676, TM677, TM680, TM800, TM821, TM822, TM831, TM832, TM840, TM841, TM842, TM843

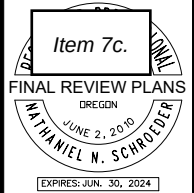


VICINITY MAP

SCALE: 1" = 500'

TOTAL PROJECT LENGTH 2 MILES

NOTE: THE RIGHT OF WAY AND LOT LINES ARE APPROXIMATED WHEN SHOWN PER METRO GIS DATA



BEAVERCREEK ROAD ARTS
IMPROVEMENT PROJECT
OC PROJECT #: CI 21-006

COVER SHEET

REVISIONS		DESCRIPTION
REV #	DATE	



PRINTED: 12/30/2022

OC RECORD DRAWING #:
XXXXXX.XX

DRAWING NUMBER:



MAY 5, 2023

Dayna Webb
Public Works Department
City of Oregon City
13895 Fir Street
PO Box 3040
Oregon City, OR 97045

SUBJECT: BEAVERCREEK ARTS IMPROVEMENTS PROJECT (CI 21-006) – RECOMMENDATION TO AWARD

Dear Dayna,

DKS has reviewed the submitted bids received for the subject project, of which there were a total of two (2) received. The range of the bids received was \$962,499.00 to \$1,293,090.00, and the apparent low bidder appears to be responsible and responsive based on the bid documents submitted.

Aaken Corporation of Bend, OR submitted the lowest responsible and responsive bid in the amount of nine hundred sixty two thousand four hundred ninety nine dollars and zero cents (\$962,499.00), which is 0.03% above the Engineer's Estimate of \$962,230.00. We have reviewed Aaken Corporation's bid bond and their state licensing status and found everything to be in order. Aaken is also not listed on the State's list of debarred contractors.

Please fill out and sign the Notice of Award, Performance Bond, Payment Bond, Public Works Bond, and Contract Agreement forms upon the City's award of the project and forward them to the Contractor. Please note, a Notice of Intent Award must be provided to the other bidders prior to the City's award of the contract, per ORS 279B.135.

Best regards,

Nathaniel Schroeder

Nathaniel N Schroeder

Digitally signed by Nathaniel N Schroeder
DN: CN=Nathaniel N Schroeder,
dnQualifier=A01410D00000178B35F9B3E000A24B9,
O=DKS ASSOCIATES, C=US
Date: 2023.05.05 08:48:04-07'00'

PRINCIPAL
DKS ASSOCIATES



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: 05/17/2023

SUBJECT:

Amendment No. 1 to the Personal Services Agreement with Wallis Engineering for the Main Street Waterline Improvements 10th-15th (CI 21-007)

STAFF RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 1 to the Personal Services Agreement with Wallis Engineering for the Main Street Waterline Improvements 10th-15th (CI 21-007) in the amount of \$72,247.44.

EXECUTIVE SUMMARY:

Amendment No. 1 for modifications to the scope of work on the Main Street Waterline Improvements 10th-15th, by providing funding for extra construction inspection services to complete the project.

BACKGROUND:

On January 10, 2022, the City entered into a Personal Services Agreement with Wallis Engineering, in the amount of \$249,026.61 for design and construction services of the Main Street Waterline Improvements 10th-15th.

The project is replacing the last section of old cast iron waterline on Main Street. New water services and fire hydrants will be installed, and those buildings that have sprinkler systems will have new fire lines installed to the structure. In addition, a section of the sanitary sewer will be replaced on 14th Street between Main Street and Center Street.

Design of the Main Street Waterline Improvements began in February 2022. As work progressed on the project, the following modifications have been identified and negotiated with the consultant.

Amendment No. 1, for a total of \$72,247.44 includes the following:

- \$72,247.44 for construction administration and field inspection. During the design phase, the decision was made to construct the improvements at night to minimize public impact. As a result, the allowable work hours available to the contractor were reduced which extended the construction duration, available City resources to supplement inspection were reduced, and inspection rates increased due to night work. The current construction schedule indicates project completion in July 2023. This amendment increases the construction services task to provide the necessary construction administration and inspection services through August 15, 2023.
- Amendment No. 1 also extends the duration of the contract from June 30, 2023 to December 31, 2023.

The original contract price was awarded at \$249,026.61. The net increase of Amendment No. 1 is \$72,247.44, resulting in a contract price with amendments equal to \$321,274.05.

OPTIONS:

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

BUDGET IMPACT:

Amount: \$72,247.44
 FY(s): 2023/24
 Funding Source(s): Water Fund

**CITY OF OREGON CITY
Amendment No. 1 to Personal Services Agreement**

MAIN STREET WATERLINE IMPROVEMENTS – 10TH TO 15TH (CI 21-007)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **WALLIS ENGINEERING, PLLC**, hereinafter called "PS Consultant," which was previously entered into on **January 10, 2022** ("Contract") for the **MAIN STREET WATERLINE IMPROVEMENTS – 10TH TO 15TH** project and

Whereas, the parties wish to amend the Contract as set forth below:

WITNESSETH:

1. The **Scope of Work** is hereby amended as follows:

The Scope of Works is hereby amended to included additional construction inspection hours associated with night work and additional monitoring by Wallis and their Subconsultant Mackay as identified in Exhibit A, attached hereto and by this reference incorporated herein.

2. The **Duration of Contract** is hereby amended as follows:

The Duration of Contract is being extended from June 30, 2023 to **December 31, 2023**.

3. The **Payment Provisions** are hereby amended as follows:

For provision of revision of fee schedule described above, the contract price shall be increased by an amount not to exceed **seventy-two thousand, two hundred and forty-seven dollars and forty-four cents (\$72,247.44)**. The total not to exceed amount of the Agreement shall be **three hundred twenty-one thousand, two hundred seventy-four dollars and five cents (\$321,274.05)**.

All other provisions of the Personal Services Agreement referenced above shall remain in full force and effect.

WALLIS ENGINEERING, PLLC

CITY OF OREGON CITY

By: _____

Name: _____

Title: _____

Date: _____

John M. Lewis, P.E.
Public Works Director

Date: _____

By: _____

Anthony J. Konkol III
Title: City Manager

DATED: _____, 20____.

Date Authorized by Commission, if applicable:
May 17, 2023

\\\\depot\\Departments\\PublicWorks\\CIP_PS_RFQ_RFP\\CIP_Open\\CI 21-007 Main Street Waterline Improvements - 10th -15th - WIFIA Project\\CONSULTANT\\Contract - Wallis\\Amendments\\CI 21-007 Amend 1 Wallis FINAL.docx



EXHIBIT A1: SUPPLEMENTAL SCOPE OF WORK

City of Oregon City | Main Street Waterline Improvements

April 2023 | WE#1535A

PROJECT BACKGROUND

This project consists of replacing an existing water system in the City of Oregon City on Main Street between 10th Street and 15th Street. The proposed improvements are listed below:

- Replace the existing water main with approximately 1,740 LF of new 8-inch (or 12-inch if desired by the City) ductile iron water main and appurtenant items such as services, PRVs, hydrants and fire service lines;
- Replace the existing waterlines between Main Street and OR99E on 13th Street and 14th Street. Alternatively, the City may elect to install long water services to serve the properties on these streets in lieu of water main installation.
- Connect the new water main to the existing water mains on all side streets.
- Replace approximately 70 LF of the existing sanitary sewer line with new 8-inch sanitary sewer on 14th Street east of Main Street to remove the existing sewer “whip.”
- Coordinate fire line replacements with existing properties with existing basements.
- Complete surface restoration as required.
- Complete full road width pavement rehabilitation on 14th Street between OR99E and Center Street, and on Main Street between 14th and 15th Street.
- Complete pedestrian ramp improvements at all four corners of 14th and Main Street, and at one corner of 15th and Main Street.
- Provide construction administration and inspection support as requested by the City.

CONTRACT DURATION

Contract term is modified to December 31, 2023 with this Supplement.

SUPPLEMENTAL NO 1. SCOPE OF WORK

This supplemental scope of work includes additional construction support beyond that originally contemplated. During the design phase, the decision was made to construct the improvements at night to minimize public impact. As a result, the allowable work hours available to the Contractor were reduced which extended the construction duration from the original assumptions, available City resources to supplement inspection were reduced and inspection rates increased.

The current available budget for construction phases services is expected to cover costs until approximately June 8, 2023. This supplement increases the construction services task to provide the additional budget necessary to provide construction administration and inspection services through August 15, 2023.

TASK 4 BIDDING AND CONSTRUCTION SERVICES

Provide bidding assistance, and construction support through the completion of the project.

4.2 Construction Administration (Supplemented)

Wallis Engineering will provide construction administration as follows:

- Conduct weekly construction meetings with City staff, the contractor, and other affected stake holders as needed. Meeting Agenda and Minutes will be prepared for each weekly meeting.
- Review monthly payment requests by the contractor, verify quantities included in each pay request, and prepare payment recommendations to the City.
- Provide construction management oversight of the Contractor's work schedule and quality, coordinate construction tasks with City, public and other non-agency entities, evaluate field design changes, and negotiate and prepare change orders as necessary to complete the project. The budget for these tasks assumes four hours per week for the additional ten weeks of construction contemplated in this supplement.

4.3 Construction Engineering and Field Inspection (Supplemented)

Wallis Engineering will provide construction engineering and field inspection as follows:

- Provide daily site inspections to monitor the quality and progress of the work. Provide inspector's daily report of construction activities for each day of inspection along with project photos. The budget assumes 35 hours per week for the additional ten weeks of construction contemplated in this supplement. Daily inspection services can be supplemented or replaced by City Staff at the discretion of the City.

Task 4 Assumptions:

- Ten additional weekly construction meetings will be held.
- Construction Administration hours include an additional 4 hours per week for a ten-week construction schedule to provide general administration.
- Inspection hours based on ten weeks of additional construction at 35 hours per week.
- Construction staking services will be provided by the Contractor (as needed).
- Quality control testing services and material laboratory analysis will be provided by the Contractor.
- The City's project manager will perform all construction management tasks not specifically included in this scope of work.

Task 4 Deliverables:

- Weekly construction meeting minutes
- Monthly pay estimates and recommendations
- Inspector's daily report for each working day of inspection

P:\15\1535A OC Main St. Waterline\100 Agmt\102 Working Docs\Supplement 1\1535A Supplement 1.docx

Fee Estimate

City of Oregon City | Main Street Waterline Improvements

April 2023 | WE# 1535A

		EM3	A5	Wallis Labor	Expenses	Subconsultants Mackay	Total Cost
		\$217.25	\$116.61				
Task 4	Bidding and Construction Services						
4.2	Construction Administration	40	4	\$ 9,156.44			\$ 9,156.44
4.3	Construction Engineering and Field Inspection			\$ -		\$ 63,091.00	\$ 63,091.00
	TASK 4 SUBTOTAL	40	4	\$ 9,156.44	\$ -	\$ 63,091.00	\$ 72,247.44
	Project Subtotal	40	4	\$ 9,156.44	\$ -	\$ 63,091.00	\$ 72,247.44

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Rate Schedule.

FEE SUMMARY	
Wallis Labor	\$ 9,156.44
Wallis Expenses	\$ -
(M) = Mileage at current IRS Rate	
Subconsultants	
Mackay	\$ 63,091.00
NOTE: Fee includes 10% markup	
TOTAL BUDGET	\$ 72,247.44

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

MAIN STREET WATERLINE IMPROVEMENTS – 10TH TO 15 (CI 21-007)

This PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and **WALLIS ENGINEERING, PLLC** (“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 **two hundred forty-nine thousand, twenty-six dollars and sixty-one cents (\$249,026.61)**.

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:

WALLIS ENGINEERING, PLLC
215 W. 4th Street, Suite 200
Vancouver, WA 98660
Attention: Jane Vail

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

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

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

CITY OF OREGON CITY

By:

John M. Lewis, P.E.

Title: Public Works Director

DATED: 1-7, 20 22

By:

Anthony J. Konkol III

Title: City Manager

DATED: January 6, 20 22

APPROVED AS TO LEGAL SUFFICIENCY:

By:

City Attorney

WALLIS ENGINEERING, PLLC

By:

Jane Vail

Digitally signed by Jane Vail
Date: 2022.01.10 14:02:45 -08'00'Name: Jane VailTitle: Principal EngineerDATED: January 10, 20 22

\\depot\Departments\PublicWorks\CIP_PS_RFQ_RFP\CIP Open\CI 21-007 Nain Street Waterline Improvement - 10th - 15th\CONSULTANT\Contract\Contract - Wallis Engineering CI 21-007.docx



EXHIBIT A: SCOPE OF WORK

City of Oregon City | Main Street Waterline Improvements
December 2021 | WE#1535A

PROJECT BACKGROUND

This project consists of replacing an existing water system in the City of Oregon City on Main Street between 10th Street and 15th Street. The proposed improvements are listed below:

- Replace the existing water main with approximately 1,740 LF of new 8-inch (or 12-inch if desired by the City) ductile iron water main and appurtenant items such as services, PRVs, hydrants and fire service lines;
- Replace the existing waterlines between Main Street and OR99E on 13th Street and 14th Street. Alternatively, the City may elect to install long water services to serve the properties on these streets in lieu of water main installation.
- Connect the new water main to the existing water mains on all side streets.
- Replace approximately 70 LF of the existing sanitary sewer line with new 8-inch sanitary sewer on 14th Street east of Main Street to remove the existing sewer “whip.”
- Coordinate fire line replacements with existing properties with existing basements.
- Complete surface restoration as required.
- Complete full road width pavement rehabilitation on 14th Street between OR99E and Center Street, and on Main Street between 14th and 15th Street.
- Complete pedestrian ramp improvements at all four corners of 14th and Main Street, and at one corner of 15th and Main Street.
- Provide construction administration and inspection support as requested by the City.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until June 30, 2023.

PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in the specific scope of work. The project team is listed below, with the responsibilities which they will complete.

Consultant	Responsibilities
Wallis Engineering (Wallis)	Civil Engineering
Compass Land Surveying (Compass)	Surveying
NV5	Geotechnical Engineering
VacX	Utility Design Potholing

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

Objective: Provide project management, coordination, and direction of the design team to complete the project. Establish quality control management and designate responsibility of technical work deliverables and products.

Task 1.1 Define Project Objectives

The project manager will define the project goals, locations, design criteria, and the project schedule in coordination with City Staff. These items will be included in the final scope of work and schedule.

Task 1.2 Project Management and Administration

Wallis will provide project management, schedule, coordination, and direction to both City staff and the design team to track project progress and adjust as necessary. The goals, objectives and potential impacts of the project will be confirmed with the City's project manager. Project management and coordination will include the following:

- Manage and update the project design schedule through the duration of the contract.
- Prepare monthly status reports and schedule updates to be included with consultant invoices.
- Coordinate project team meetings and prepare meeting agendas and meeting minutes. This task assumes the following meetings:
 - 50% Design Review Meeting
 - 90% Design Review Meeting
- Coordinate anticipated construction impacts with Trimet.

Task 1.3 Utility Coordination

Communicate with private utility providers to ensure all potential conflicts with proposed work are addressed. Coordination work will include the following:

- Develop a utility contact information list and email project information letters to all utility companies involved to explain nature of the work.
- Coordinate with private utility providers for relocation of existing utilities as necessary.
- Submit applicable plans to the affected private utility providers. Utility Conflict notices will be sent to utilities following the 50% and 90% design submittals.
- Maintain a record of correspondence with utility companies.

Task 1 Assumptions:

- Design phase of the project is assumed to be from January 2022 – September 2022.
- Construction phase of the project is assumed to be from November 2022 – April 2023.
- City project manager will complete all stakeholder coordination, public involvement, and lead all necessary permitting efforts.
- The City will obtain all needed Temporary Construction Easements.
- Two Wallis Engineering staff members will attend each design review meeting. The review meetings are assumed to be no more than two hours each.
- All meetings with City staff will be held at the City's offices or other venue of City's choice.

Task 1 Deliverables:

- Project scope and schedule
- Monthly progress reports will be submitted with invoices and will include a summary of work completed within the invoice month
- Utility contact list and correspondence
- 50% Design Review Meeting Minutes
- 90% Design Review Meeting Minutes

TASK 2 DATA COLLECTION AND EVALUATION

Objective: Collect site and facility information sufficient to analyze the existing system and prepare a comprehensive base map for design.

Task 2.1 Data Collection and Review

Review available background information relating to this project. The anticipated information includes:

- Utility GIS Records
- Water System Master Plan
- As-built drawing information, as available;
- Existing field conditions
- City billing records for service sizes, PRV presence and Backflow Device presence
- Information collected as part of previous work efforts on Main Street

Task 2.2 Field Topographic Survey and Base Map

The underground public utilities in this portion of the project were previously mapped in 2010 by Compass in an earlier project for the City of Oregon City. Since the 2010 mapping, there have been known changes regarding public utility installations. However, there is no available information regarding private utility modifications since the original survey. Following completion of a utility locate request, Wallis and Compass will review the utility markings relative to the original mapping along the corridor to determine the extent of any underground public utility changes. Additional information will be collected and modifications to the original survey will be completed if utility changes from the previous survey are observed. This task assumes that approximately 50% of the existing utilities in the project corridor have been modified since the original survey and will require updated data collection.

New mapping of existing surface and subsurface will be performed at the four corners of the intersection of 14th and Main and at the southwesterly corner of 15th and Main Street to facilitate pedestrian improvement design. Additional mapping will be performed to locate the curb lines and underground public utilities in both 13th Street and 14th Street from Main Street to the easterly border of McLoughlin Blvd. This task will also include full right of way topographic mapping of 14th Street between OR99E and the approximate easterly line of Center Street.

Task 2.2A Additional Field Topographic Survey (Contingency Task)

Task 2.2 above assumes that only minor changes have been made to existing private utilities since the original survey in 2010 was completed. Following review of the utility locates, the City will be notified if it appears that more than 50% of the existing utilities mapped in 2010 require additional survey. This task will only be authorized with written direction of the City.

Task 2.3 *Pre-Construction Monumentation Survey*

The prior survey of record along the corridor of this project which runs between 10th and 15th Streets was filed in conjunction with the 2010 Main Street Mapping Project as SN 2011-140. Since that time, there have been monumentation changes along the project's limits. Compass will first search for all prior control and monuments of record shown on SN 2011-140 and will also search for any new monuments which have been established along the project corridor.

Following preliminary design, a Pre-Construction Record of Survey will likely be required to be filed with the county surveyor. The purpose of this survey will be to provide a record of all found monuments in the vicinity of proposed construction which may be disturbed or destroyed as a result of said construction. If, after preliminary design, it is determined that there is little to no risk of existing monuments being disturbed by construction, completion and filing of the survey will not be required.

Task 2.4 *Geotechnical Investigations and Pavement Design*

NV5 will conduct investigations of the existing pavement, provide analysis of collected data and provide pavement rehabilitation recommendations for full width surfacing improvements. Scope of work to include:

- Field locate core exploration locations, request One-Call locates, and obtain permits through the City
- Complete three pavement borings up to 10-feet below ground surface or refusal on Main Street between 10th Street and 15th Street to investigate the pavement and subgrade conditions.
- Conduct laboratory testing of moisture content from one sample from each pavement boring and Atterberg limits test as required.
- Complete dynamic cone penetrometer tests (DCP) at the exploration locations
- Conduct GPR tests in the outside wheel track of the main travel lanes using a 2 GHz truck-mounted horn antenna within the project limits being considered for rehabilitation.
- Review and discuss traffic information and estimates with the project team for each street section
- Estimate 15-, and 20-year pavement design ESAL based on City data and our assumptions
- Estimate required and existing pavement capacity based on traffic information, sub-surface explorations, GPR, and DCP results.
- Provide recommendations for pavement rehabilitation
- Provide recommendations for materials and construction
- Complete a draft and final letter report.

Task 2.5 *Existing Basement Research and Evaluation*

Review available records and previous investigations to identify existing basements adjacent to the work site. Coordinate access to each basement with property owners and the City to evaluate existing conditions, determine presence of backflow devices and identify fire line replacement needs.

Task 2.6 *Subsurface Utility Investigations*

VacX will collect information on existing subsurface utilities for up to thirteen (13) locations which will be identified following the 50% Design submittal. Collected information will include depth, size and confirmation of horizontal location. All excavations will be less 8-feet in depth and will be conducted in accordance with City Standards. VacX will provide traffic control plans to the City for approval and will restore excavations by utilizing field mixed controlled density fill and hot mix asphalt.

Task 2 Assumptions:

- All as-built/ record drawing information will be provided by the City.
- City will provide record on water service size, meter size, fire line size, PRV presence and backflow device presence.
- No soil corrosivity investigations are required.
- No more than three (3) existing basements will be evaluated.
- Structural Engineering services will not be required to connect water systems at or near existing basement locations.
- Obtaining a permit from the City, providing traffic control plans and traffic control devices/personnel will be required for all onsite investigations that impact public traffic. All permit fees will be paid by the City.
- Investigation work on Main Street will be allowed between 7:00 AM and 6:00 PM and will require lane closures and other traffic control provisions.

Task 2 Deliverables:

- Base map of project site in AutoCAD 2018+ format.
- Existing basement evaluations
- Pre-Construction Monumentation Survey
- Subsurface utility information data reports
- Draft and Final Pavement Rehabilitation Recommendations Letter

TASK 3 DESIGN

Objective: Provide 50% design, 90% design, and final design contract documents based on City review comments.

Task 3.1 50% Design

Prepare a 50% Plan set and Opinion of Cost. The 50% plan set will include the following:

- Cover
- General Notes and Legend
- Preliminary horizontal and vertical (if needed) alignment for all waterline improvements without callouts
- Preliminary water connection details without callouts
- Preliminary pavement rehabilitation methodology.
- Preliminary pedestrian ramp layouts.
- City standard details

The 50% Design package will be submitted to the City in electronic format.

Task 3.2 90% Design

Based on the 50% submittal review comments provided by the City, Wallis will assemble and submit electronic 90% plans, specifications, and opinion of cost to the City for review. The proposed specifications will be based on a contract bid item format and the “2018 Oregon State Department of Transportation Standard Specifications for Construction.”

The 90% plan set, and all subsequent plan sets, are anticipated to include the following:

Description	Sheets	Running Total
Cover, Drawing Index	1	1
Legend, General Notes, Traffic Control Notes and Phasing	1	2
Typical Sections	1	3
Traffic Control Plans	4	7
Water Plan and Profile Sheet – Main Street	3	10
Water Plan and Profile Sheet – Side Streets	2	12
Water Connection Details	3	15
Sanitary Plan and Profile Sheet – 14 th Street	1	16
Main and 14 th Street Improvements	2	18
Pedestrian Ramp Improvements	5	23
Details	5	28

Task 3.3 Final Design

We will finalize all construction drawings and project specifications and prepare a final opinion of cost based on these final documents. The full-size construction plans will be 22" x 34" with a City of Oregon City title block. The title block will incorporate the Wallis Engineering logo as well as the logos of the design team subconsultants. Plans included in the Contract Documents will be printed at half scale (11" x 17"). Final plans will be delivered to the City in electronic format.

Task 3 Assumptions:

- No easements will be required.
- No water modeling or capacity verification will be completed. Proposed water main sizing will be provided by the City.
- All pavement restoration for utility excavation will be as identified in the City's standard details. Pavement design will not be required for trench restoration.
- All front-end specifications, and City standard general special provisions will be provided by the City.
- All permitting will be completed by the City.
- Traffic control will not require ODOT permit approval.
- Traffic Control Plans will be generated to identify the intent of traffic control configurations for the major work elements. The Contractor will ultimately be responsible to add additional detail to prepared traffic control plans for their implementation during construction.

Task 3 Deliverables:

- Electronic versions of the 50% plans and estimate
- Electronic versions of the 90% plans, specifications, and estimate
- Electronic versions of the final plans, specifications, and estimate

TASK 4 BIDDING AND CONSTRUCTION SERVICES

Objective: Provide bidding assistance, and construction support through the completion of the project.

4.1 Project Bidding and Award

Wallis Engineering will provide bidding services to the City, including responding to bidder's questions and preparing addenda (as needed). Assist the City with the bid opening, evaluate bids, and provide a Recommendation of Award.

4.2 Construction Administration

Wallis Engineering will provide construction administration as follows:

- Conduct the pre-construction meeting with City staff, the contractor, and representatives of the utility companies to effectively communicate those areas of the project which will require special attention during construction.
- Conduct weekly construction meetings with City staff, the contractor, and other affected stake holders as needed. Meeting Agenda and Minutes will be prepared for each weekly meeting.
- Review monthly payment requests by the contractor, verify quantities included in each pay request, and prepare payment recommendations to the City. Complete a final pay estimate at project completion.
- Provide construction management oversight of the Contractor's work schedule and quality, coordinate construction tasks with City, public and other non-agency entities, evaluate field design changes, and negotiate and prepare change orders as necessary to complete the project. The budget for these tasks assumes six hours per week for a twelve-week construction period.

4.3 Construction Engineering and Field Inspection

Wallis Engineering will provide construction engineering and field inspection as follows:

- Provide daily site inspections to monitor the quality and progress of the work. Provide inspector's daily report of construction activities for each day of inspection along with project photos. The budget assumes 24 hours per week for a twelve-week construction period and includes assistance with monthly progress payments and attendance of the weekly meetings. An additional 15 hours is assumed for punch list corrective work and final closeout of the construction. Daily inspection services can be supplemented or replaced by City Staff at the discretion of the City.
- Review and respond to: contractor submittals; shop drawings; requests for information; notifications of differing site conditions; Contractor prepared Quality Control, Quality Assurance plan; Work plans; and completed field testing for conformance to the contract documents. Consult with the City regarding the acceptability of material substitutes or 'as-equal' items proposed by the contractor.
- Provide a final walk-through with the contractor and City staff at the project completion. Provide written punch list to the contractor and recommendation of final acceptance when appropriate.

4.4 Record Drawings

Wallis Engineering will prepare Record Drawings based on as-built information provided by the contractor following construction. Record Drawings will be submitted to the City in electronic format following construction completion.

4.5 Post Construction Monumentation Survey

Compass will complete a Post Record of Surveys as needed based on the proposed improvements, ORS 209.155 and 209.250. Records will be filed with the Clackamas County Surveying office as applicable. This task also includes services to replace any monuments that are disturbed during construction.

If monuments are not disturbed during construction, efforts to replace monuments as described above will not be completed or billed.

Task 4 Assumptions:

- City will distribute the contract documents, maintain a plan holder's list, and distribute addenda as needed.
- Ten weekly construction meetings will be held.
- Wallis Engineering will not attend the bid opening.
- Bidder Question and Response Log will be generated and maintained by the City during bidding.
- Construction Administration hours based the specific tasks described and an additional 6 hours per week for a twelve-week construction schedule to provide general administration.
- Inspection hours based on a twelve-week construction schedule at 24 hours per week with an additional 15 hours allotted for closeout and punch list work.
- Construction staking services will be provided by the Contractor (as needed).
- Quality control testing services and material laboratory analysis will be provided by the Contractor.
- The City's project manager will perform all construction management tasks not specifically included in this scope of work.
- Post-Construction as-built survey will not be performed.

Task 4 Deliverables:

- Pre-Construction Meeting Minutes
- Addenda (as needed)
- Recommendation of Award
- Weekly construction meeting minutes
- Monthly pay estimates and recommendations
- Submittal comments and response log
- Inspector's daily report for each working day of inspection
- Final Punch List and Recommendation of Final Acceptance
- Electronic version of Record Drawings in PDF and AutoCAD version 2018 format
- Post Construction Record of Survey

P:\15\1535A OC Main St. Waterline\100 Agmt\102 Working Docs\Prime\1535A Scope of Work Rev 1.docx

Fee Estimate
City of Oregon City | Main Street Waterline Improvements
December 2021 | WE# 1535A

		EM3	EM2	PE3	SE3	T3	A6	A4	Wallis Labor	Expenses	Subconsultants			Total
											Compass	NV5	VacX	Cost
		\$199.09	\$193.47	\$142.85	\$122.60	\$121.47	\$116.98	\$98.98						
Task 1	Project Management and Administration													
1.1	Define Project Objectives	2	6					1	\$ 1,657.98					\$ 1,657.98
1.2	Project Management and Administration	0	22	0	8	0	5	5	\$ 6,316.94	\$ 65.00	\$ -	\$ -	\$ -	\$ 6,381.94
1.3	Utility Coordination		4	4	16				\$ 3,306.88					\$ 3,306.88
	TASK 1 SUBTOTAL	2	32	4	24	0	5	6	\$ 11,281.80	\$ 65.00	\$ -	\$ -	\$ -	\$ 11,346.80
Task 2	Data Collection and Evaluation													
2.1	Data Collection and Review		4		20				\$ 3,225.88	\$ 35.00 (M)				\$ 3,260.88
2.2	Field Topographic Survey and Base Map		1		4	4			\$ 1,169.75	\$ 35.00 (M)	\$ 39,808.00			\$ 41,012.75
2.2A	Additional Field Topographic Survey (Contingency Task)								\$ -		\$ 8,873.00			\$ 8,873.00
2.3	PreConstruction Monumentation Survey		2			1			\$ 508.41		\$ 3,432.00			\$ 3,940.41
2.4	Geotechnical Investigations and Pavement Design		4		2				\$ 1,019.08			\$ 10,962.00		\$ 11,981.08
2.5	Existing Basement Research and Evaluation		8		12				\$ 3,018.96	\$ 65.00 (M)				\$ 3,083.96
2.6	Subsurface Utility Investigations		2		8				\$ 1,367.74	\$ 65.00 (M)			\$ 23,023.00	\$ 24,455.74
	TASK 2 SUBTOTAL	0	21	0	46	5	0	0	\$ 10,309.82	\$ 200.00	\$ 52,113.00	\$ 10,962.00	\$ 23,023.00	\$ 96,607.82
Task 3	Design													
3.1	50% Design	2	20	28	52	56		2	\$ 21,642.86	\$ 35.00 (M)				\$ 21,677.86
3.2	90% Design	4	24	40	48	36		4	\$ 21,807.28	\$ 35.00 (M)				\$ 21,842.28
3.3	Final Design	2	12	20	20	20		4	\$ 10,854.14					\$ 10,854.14
	TASK 3 SUBTOTAL	8	56	88	120	112	0	10	\$ 54,304.28	\$ 70.00	\$ -	\$ -	\$ -	\$ 54,374.28
Task 4	Bidding and Construction Services													
4.1	Project Bidding and Award		6	8				2	\$ 2,501.58					\$ 2,501.58
4.2	Construction Administration		136		14			2	\$ 28,226.28	\$60.00 (M)				\$ 28,286.28
4.3	Construction Engineering and Field Inspection		24	32	303				\$ 46,362.28	\$ 2,180.00 (M)				\$ 48,542.28
4.4	Record Drawings		4		4	6			\$ 1,993.10					\$ 1,993.10
4.5	Post Construction Monumentation		1						\$ 193.47		\$ 5,181.00			\$ 5,374.47
	TASK 4 SUBTOTAL	0	171	40	321	6	0	4	\$ 79,276.71	\$ 2,240.00	\$ 5,181.00	\$ -	\$ -	\$ 86,697.71
	Project Subtotal	10	280	132	511	123	5	20	\$ 155,172.61	\$ 2,575.00	\$ 57,294.00	\$ 10,962.00	\$ 23,023.00	\$ 249,026.61

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Rate Schedule.

FEE SUMMARY	
Wallis Labor	\$ 155,172.61
Wallis Expenses	\$ 2,575.00
(M) = Mileage at current IRS Rate, (P) = Printing	
Subconsultants	
Compass	\$ 57,294.00
NV5	\$ 10,962.00
VacX	\$ 23,023.00
NOTE: Fee includes 10% markup	
TOTAL BUDGET	\$ 249,026.61

RATE SCHEDULE

Rate Schedule good through December, 31, 2022

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$158.59	\$158.59
Senior Engineer	\$217.09	\$217.09
Engineering Manager I - VI	\$185.59	\$213.71
Project Engineer I - IX	\$131.60	\$183.34
Staff Engineer I - IV	\$106.86	\$129.35
Engineering Intern I - III	\$66.36	\$73.11
Designer	\$125.98	\$152.97
Construction Manager	\$140.60	\$140.60
Inspector	\$98.98	\$115.85
Technician I-IV	\$87.74	\$128.22
Administrative I – VI	\$52.86	\$116.98

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

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

Item 7d.

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 7d.

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

10. Compliance With Applicable Law.

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

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STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7d.

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 attorney fees, in connection with any action, suit, or claim caused ~~or alleged to be caused~~ by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

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

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

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, ~~including loss of use, and occurring as a result of, or in any way related to,~~ Consultant's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/\$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 arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. ~~Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City.~~ The provisions of this subsection apply fully to Consultant and its Consultants and agents.

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

Item 7d.

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.

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

**STANDARD CONDITIONS TO OREGON CITY
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Item 7d.

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

CITY COMMISSION REGULAR MEETING

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, September 07, 2022 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Commission President McGriff convened the meeting at 7:02 PM.

PRESENT: 3 - Commission President McGriff, Commissioner Rocky Smith, Commissioner Adam Marl

EXCUSED: 1 - Commissioner Frank O'Donnell

STAFFERS: 12 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Parks and Rec. Director Kendall Reid, Economic Development Director James Graham, Chief of Police Jim Band, Finance Director Matt Zook, Library Director Greg Williams, Public Works Director John Lewis, Human Resources Director Patrick Foiles, Assistant City Recorder Angelique Nomie, Code Enforcement Manager Ryan Kersey

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

Commission President McGriff discussed the 100th anniversary Arch Bridge celebration on October 1, 2022.

3a. Monarch Butterfly Proclamation

Commission President McGriff dedicated the proclamation to the late Karin Morey for spearheading this proclamation and the associated resolution. Commission President McGriff read the proclamation declaring September 7, 2022 as Monarch Pledge Day.

Dorothy Dahlsrud, Elyville Neighborhood Association, supported the proclamation and asked for permission to plant poppies and pollinator gardens in various areas.

Karla Laws, Elyville Neighborhood Association, discussed the importance of planting native plants.

3b. Constitution Week Proclamation

Phyllis Hines, representative of the Daughters of the American Revolution, shared the history of Constitution Week. She encouraged everyone to ring bells on September 17, 2022 at 1 p.m. in celebration of the constitution.

Commission President McGriff read the proclamation declaring September 17-23, 2022 as Constitution Week.

3c. Star Trek Day Proclamation

Commission President McGriff read the proclamation declaring September 8, 2022 as Star Trek Day.

3d. Appointment of Emily Lisborg to the Natural Resources Committee

Motion made by Commissioner Smith, seconded by Commissioner Marl, to approve the appointment. The motion carried by the following vote:

Yea: Commissioner Marl, Commissioner McGriff, and Commissioner Smith

4. CITIZEN COMMENTS

Bob La Salle, resident of Oregon City and chair of the Citizen Involvement Committee (CIC), discussed the management of the agendas and operations of the CIC. He was also planning a candidate's forum.

Dorothy Dahlstrud, resident of Oregon City, discussed the issue of pan handling and a possible ordinance to prohibit it. She also thought there needed to be more code enforcement on weekends.

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

Items 7g and 7j were pulled from the consent agenda. The agenda was adopted as amended.

7. CONSENT AGENDA

7a. OLCC: Liquor License Application – Off-Premises, A & L Quick Mart, 13987 Holcomb Blvd., Oregon City

7b. Approval to Purchase Budgeting and Long-Range Financial Planning Software

7c. Personal Services Agreement with Wallis Engineering for the 2023 Roadway Reconstruction Project (PMUF) (CI 22-008)

7d. Public Improvement Contract with Romtec, Inc. for the Mt. View Cemetery Restroom Replacement

7e. Goods and Services Contract with Taurus Power & Controls, Inc. for the Mountain View Pump Station VFD and Communications Upgrade Project (CI 21-015)

7f. Minutes of the March 8, 2022 Work Session

7g. Minutes of the March 16, 2022 Work Session

Commissioner Marl asked for the attendance to be corrected.

7h. Minutes for the June 1, 2022 Regular Meeting

7i. Minutes for the June 15, 2022 Regular Meeting

7j. Minutes for the August 9, 2022 Work Session

Commission President McGriff asked to have the minutes include discussion of the fact sheet that John Lewis would be creating.

Motion made by Commissioner Marl, seconded by Commissioner Smith, to approve the consent agenda except Items 7g and 7j. The motion carried by the following vote:

Yea: Commissioner Marl, Commissioner McGriff, and Commissioner Smith

Motion made by Commissioner Smith, seconded by Commissioner Smith, to approve Items 7g and 7j as corrected. The motion carried by the following vote:

Aye: Commissioner Marl, Commissioner McGriff, and Commissioner Smith

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

9a. Review draft OC2040 Comprehensive Plan Narrative, Goals, Policies, and Strategies

Aquilla Hurd-Ravich, Community Development Director, gave a presentation on the draft Comprehensive Plan. She discussed the process so far, project objectives, developing the plan, Planning Commission feedback, proposed changes to the OC2040 document, and next steps.

The Commission discussed reasons for adding more specificity, implementing DEI strategies when the work was done, clarification changes to the document, changing "promote light rail" to be broader and include all transportation options, and moving forward with the document as amended.

9b. First Reading of Ordinance No. 22-1005, Potential Code Change Adding an Abandoned or Vacant Property Registry

Jim Band, Police Chief, reviewed the proposed ordinance for vacant and abandoned property registration. He discussed reasons for vacant property registry, requirements for the registration, the definition of vacant/distressed property, the fee schedule proposed, the process for when properties were not in compliance, and next steps.

Commission President McGriff suggested that the City Manager or their designee would provide the notice.

Carrie Richter, Assistant City Attorney, thought instead of saying City Manager, to just say Manager to align with the definitions, which allowed for delegation of the notice duty.

There was discussion regarding the registration process, using calendar days instead of business days, time periods for appeals and the potential that the process could take too long, and the number of Code Enforcement employees.

Motion made by Commissioner Smith, seconded by Commissioner Marl, to approve the first reading of Ordinance No. 22-1005, potential code change adding an abandoned or vacant property registry as amended. The motion carried by the following vote:

Yea: Commissioner Marl, Commissioner McGriff, and Commissioner Smith

There was consensus to move forward with the fee schedule as proposed.

10. COMMUNICATIONS**11. City Manager**

Tony Konkol, City Manager, discussed several land use appeals that were coming up to the City Commission. He asked for an alternative date for the October 19, 2022 meeting due to schedule conflicts. There was consensus to meet on October 17, 2022 instead.

12. Commissioners

Commissioner Smith mentioned that today was the first full day of this year's school year.

Commissioner Marl asked about the proposed Youth Commission and why a work session was required.

Commission President McGriff still had questions and supported a discussion at a work session.

Commissioner Marl thought it could move ahead at a regular meeting.

There was discussion about scheduling and how to move forward with the concept.

Commissioner Smith thought it should go on the next work session agenda. He thought time was of the essence. There was consensus to put it on the agenda.

Commission President McGriff discussed a plaque ceremony for the old West Linn City Hall building.

13. Mayor**14. ADJOURNMENT**

Commission President McGriff adjourned the meeting at 9:09 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION WORK SESSION

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, January 10, 2023 at 6:00 PM

CONVENE WORK SESSION AND ROLL CALL

Mayor McGriff convened the meeting at 6:03 PM.

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

STAFFERS: 10 - City Manager Tony Konkol, Parks and Recreation Director Kendall Reid, City Recorder Jakob Wiley, Police Captain Bill Kler, Finance Director Matt Zook, Library Director Greg Williams, Economic Development Manager James Graham, Economic Development Coordinator Ann Griffin, Assistant Parks and Recreation Director Denise Conrad

FUTURE AGENDA ITEMS

1. List of Future Work Session Agenda Items

Tony Konkol, City Manager, reviewed upcoming work session agenda items to include park fees, code enforcement complaints, inflow and infiltration lateral improvements, American Rescue Plan Act (ARPA) funding for downtown public restrooms, community survey results, City-designated speed limits, and street design standards. In March there will be a joint meeting with the Planning Commission.

DISCUSSION ITEMS

2. Charter Park Designations Update

Denise Conrad, Assistant Parks and Recreation Director, discussed issues related to designating the Ermatinger House, Dement Park, Sportcraft Landing, McLoughlin Promenade, and Clairmont Way as Charter Parks.

Clairmont Way contains Bonneville Power Administration and Portland General Electric easement overlays with restrictions on what is allowed or can be developed on the property. A consensus was reached to leave Clairmont Way as-is due to street traffic, power lines, and development restrictions.

Dement Park has steep slope overlays and does not meet the minimum park standard at 0.4 acres. A consensus was reached to designate it as a Charter Park and reach out to the Parks and Recreation Advisory Committee and the Rivercrest Neighborhood Association for input and ideas.

A consensus was reached to create a lot line adjustment to designate the Ermatinger House as a Charter Park. The lot line adjustment would match the historic registry lot designation.

Commissioner Smith suggested McLoughlin Promenade should be a charter park so that the Bluff remains a public place. Hurdles such as significant private encroachments, utility easements, the historic use of other jurisdictions, and the maintenance of historic features were discussed. A consensus was reached to get more information on private encroachments before moving forward.

A consensus was reached to leave Sportcraft Landing as-is due to third-party lease options.

3. Review of the Economic Development Strategic Plan

James Graham, Economic Development Manager, and Ann Griffin, Economic Development Coordinator, gave a review of the Economic Development Strategic Plan, including its history, achievements, and next steps.

Mr. Graham reviewed challenges related to tourism, including programming and volunteer capacity for non-profit sites and adversarial politics. Due to these challenges, Mr. Graham suggested using transient lodging tax to contract with a Destination Management Organization (DMO) as quickly as possible.

Mayor McGriff requested information on the collaboration between City staff, the Downtown Oregon City Association (DOCA), and the Oregon City Chamber of Commerce. Ms. Griffin said she speaks with staff at both agencies on a regular basis and that the city promotes Chamber programs and DOCA events.

Commissioner Smith asked how the DMO would come about and where it would be housed. Mr. Graham said the DMO would be housed outside the city and paid for with transient lodging tax.

Commissioner Smith asked for clarification on the \$76,000 encumbrance for the Concierge Institute. Mr. Graham said \$24,000 was for a grant to purchase merchandise, \$40,000 was to hire a Volunteer Coordinator, and the remainder would pay for part-time facility interns.

Commissioner Mitchell suggested changing the name of the Concierge Institute because the institute does more than train people. He supports contracting with a DMO and suggested there may not be enough time for a DMO to support local events this summer and suggested that the city support local events this summer.

Discussion occurred over how to cover tourism services until a DMO is hired. Mayor McGriff suggested hiring a temporary position for this role.

Commissioner Mitchell suggested that relationships with DOCA and the Oregon City Chamber of Commerce should be strengthened so that all organizations are on the same page.

Commissioner Marl asked if the part-time Volunteer Coordinator position could be combined with the part-time Community Engagement Coordinator position to create a full-time role. Tony Konkol, City Manager, said this could be discussed as part of the budget process and mentioned that the role of Volunteer Coordinator would not exist with the establishment of a DMO.

Commissioner O'Donnell said he is concerned that there is no product available for tourism, and suggested that common staffing, operating hours, and ticketing occur. He said the city's river assets should be taken advantage of and suggested creating partnerships for land opportunities to attract large businesses. Mayor McGriff said small businesses comprise 95% of Oregon business and that all paths for economic development should be taken.

A consensus was reached that the Economic Development Plan would return to the City Commission for approval following goal setting and budgeting and that the city would handle marketing and support of summer events before contracting with a DMO.

The commission took a break from 8:17 PM to 8:28 PM.

CITY MANAGER'S REPORT

Mr. Konkol provided information on upcoming meeting dates for the budget process. A consensus was reached to release the budget document on April 5, 2023 with approximately one week in between budget meetings.

COMMISSION COMMITTEE REPORTS

5. Commissioner Smith

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

Commissioner Smith had nothing to report, as the committees had not recently met.

6. Commissioner Marl

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

Commissioner Marl said he requested a parks fees conversation in which neighborhood associations are included to discuss who to charge for City facility reservations. He commended City staff for their work on finding meeting spaces for Citizen Involvement Committee meetings.

C4 approved a Regional Mobility Pricing Project (RMPP) letter. Commissioner Marl ensured the items from Oregon City's RMPP letter were included in the C4 RMPP letter.

The Tolling Diversion Committee reviewed ODOT's proposed mitigation strategies for impacted intersections in 2027 and 2045. He said the changes would not be paid for by the city but that they were safety improvements and not diversion improvements. He said there was a high reliance on TriMet transit, but that TriMet is lacking in opportunities and staff. He added that ODOT's studies are based on traffic counts from 2015.

7. Commissioner Mitchell

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

Commissioner Mitchell said the C4 Metro Subcommittee also heard the ODOT presentation for proposed mitigation strategies. He said their position is that by 2045 I-205 will be so good that no one will be using 7th and Main. He said some of their responses to the mitigation concerns on 7th and Main included "it's still being looked at," "the ultimate solution has not been arrived at yet," and they are "still running simulations of downtown." Commissioner Mitchell said there seems to be no resolution for 7th and Main mitigation without property acquisition.

8. Mayor McGriff

- Clackamas Water Environment Services Policy Committee
- Clackamas Heritage Partners (alternate)
- Downtown Oregon City Association Board
- Metro Policy Advisory Committee (MPAC)

- Oregon City Tourism Stakeholder's Group
- South Fork Water Board
- Willamette Falls and Landings Heritage Area
- Willamette Falls Legacy Project Liaisons

Mayor McGriff reported that the upcoming Water Environment Services (WES) meeting would review upcoming programming for the year, including a proposal with SOLVE, discussions of inflow and infiltration, and a budget review.

Funding expired in December for the Downtown Oregon City Association's Clean and Safe staff member.

MPAC met mid-December and discussed a property exchange with the City of Tigard, which Clackamas County did not support. Vice Chair Vince Jones-Dixon will take Mayor Joe Buck's position as Chair.

South Fork Water Board staff are working to set up a meeting room for in-person meetings.

The upcoming Willamette Falls and Landings Heritage Area retreat will discuss how to bring more people to the table, including other tribes, and conduct an internal DEI review, including website changes and hiring an intern to document the influence of Chinese Americans on the area.

Oregon City is hosting the Clackamas Cities Association Dinner on January 26, 2023. The theme will be Oregon City birthdays.

ADJOURNMENT

Mayor McGriff adjourned the meeting at 8:55 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, January 18, 2023 at 7:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:13 PM.

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

STAFFERS: 12 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Economic Development Manager James Graham, Police Chief James Band, Finance Director Matt Zook, Library Director Greg Williams, Public Works Director John Lewis, Human Resources Director Patrick Foiles, Assistant City Recorder Angelique Nomie, IT Director Michael Dobaj

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

Mayor McGriff read a history of Martin Luther King, Jr. and his legacy.

4. CITIZEN COMMENTS

Steve Enos, resident of Oregon City, discussed a noise issue with a neighbor. He thought the noise ordinance needed to be amended.

Bob LaSalle, resident of Oregon City, discussed concerns about the lack of minutes for various City committees.

Calvin Taylor, Boy Scout, was in attendance for an Eagle required badge.

5. PRESENTATIONS

5a. I-205 Toll Project Update from the Oregon Department of Transportation

Mandy Putney, ODOT, gave a presentation on the project. She discussed the Urban Mobility Strategy Map, construction underway at Abernethy Bridge, I-205 improvements project, I-205 toll project operational and safety analysis, I-205 toll project traffic findings, 2027 impact analysis results for Oregon City and Gladstone, Oregon City mitigation workshops, how they addressed the feedback, mitigation for OR 99E and I-205 on-ramps, low-income toll program, and tolling timeline.

There was discussion regarding Oregon City's opposition to tolling and the impact to the community, how no significant changes had been made to address the feedback, lack of transit infrastructure, diversion vs. tolling, timing of the segment in Oregon City being done first before the rest of the tolling to the detriment of downtown, safety issues with diversion onto local streets, affordability, need to contact legislators, second turn lane on 15th, and how there were other options besides tolling or doing nothing.

5b. Planning Commission Activities in Calendar Year 2022

Greg Stoll, Planning Commission Chair, and Dirk Schlagenhauser, Planning Commission Vice Chair, presented last year's Planning Commission activities and decisions.

There was discussion regarding Canemah wetlands, legal training, upcoming items, middle housing, traffic impact to neighborhoods, and RV parks.

5c. WES Good Neighbor Agreement Project Update

Denise Conrad, Assistant Parks and Recreation Director, gave an update on the River Access Trail Project including an overview, schedule, financials, potential parallel parking addition, and before and after photos.

There was discussion regarding the cost coming in under budget and work still to be done.

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

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

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

7a. OLCC: Liquor License Application – Full On-Premises, Adipose Corp. (dba McAnulty & Barry's), 820 Main Street, Ste. C & E, Oregon City

7b. 3-month Extension of Existing Polar IT Services Contract

7c. I-205: I-5 – OR 213, Phase 1 Acquisition of Right of Way Interests

7d. Minutes of the October 11, 2022 Special Meeting

8. PUBLIC HEARINGS**9. GENERAL BUSINESS**

Mayor McGriff said that at yesterday's joint work session with West Linn, the Commission discussed providing a letter of support for the request to the state legislature for mitigation costs for moving the water line under the Abernethy Bridge.

Motion made by Commissioner O'Donnell, Seconded by Mayor McGriff, to provide a letter of support. The motion carried by the following vote:

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

9a. Downtown Parking Strategy and Parking Study Results Discussion

Christina Robertson-Gardiner, Senior Planner, introduced the 2021 Downtown and Bluff Parking Study.

Pete Collins and Rick Williams, consultants, discussed the purpose of the strategy, public outreach and feedback, study zones, and a summary of data findings/results.

Ms. Robertson-Gardiner summarized the near-term implementation recommendations.

Mr. Collins requested support to proceed with the following for the bluff: educate, promote, and expand a residential parking permit program, encourage on and off-street shared use options, and continue with enforcement efforts. He also requested support to proceed with the following for downtown: at metered stalls implement a phone app allowing an additional hour of parking, extend enforcement to the evening, transition current employee on-street permit parking into off-street shared parking sites, encourage off-street shared use options, change street parking fees to \$1.00 per hour, and create time limits for all north end commercial areas.

There was discussion regarding the recommendations and on-street permit parking.

There was consensus to proceed with the recommendations except for extending enforcement hours. Staff would come back with outreach to employees, businesses, and lot owners regarding off-street parking.

9b. City of Oregon City Ballot Measure and Explanatory Statement to Authorize the Dedication of a Portion of Park Place Park as a Street

Tony Konkol, City Manager, said there was a private property that was developable north of Park Place Park with the only access via an unimproved right-of-way that was platted through the middle of Park Place Park. Staff was directed to bring back a ballot measure for the May ballot that would implement the Park Place Park Master Plan for a new connection from Front Street over to the unimproved right-of-way along the northern boundary of the park. He asked for feedback from the Commission on the wording.

Stephen VanHaverbeke, Park Place Neighborhood Association Chair, said the neighborhood had been in discussions with staff about alternatives. He was concerned this new street ran right next to the playground equipment. However, it was what they could do.

There was discussion regarding moving the playground equipment and support of the Park Place neighborhood in the Voter's Pamphlet.

Motion made by Commissioner Mitchell, Seconded by Commissioner Smith, to approve the ballot measure and explanatory statement to authorize the dedication of a portion of Park Place Park as a street. The motion carried by the following vote:

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

9c. Second Reading of Ordinance No. 22-1010, Approving the 11th Amendment to the Downtown/North End Urban Renewal Plan

Motion made by Commissioner Marl, Seconded by Mayor McGriff, to approve the second reading and final adoption of Ordinance No. 22-1010, approving the 11th amendment to the Downtown/North End Urban Renewal Plan. The motion carried by the following vote:

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

9d. Cost Sharing Agreement between City and Fore Development for a Roundabout on Maplelane Road at Walnut Grove Way

John Lewis, Public Works Director, discussed the development agreement to build a roundabout on Maplelane Road at Walnut Grove Way with the City contributing a portion of the cost. He described the existing conditions, north development, south development, agreement details, development obligation without a roundabout, and next steps.

There was discussion regarding the trip cap, percentage of contribution, and speed limits.

Commissioner Mitchell noted he lived nearby and often used this intersection.

Motion made by Commissioner Smith, Seconded by Commissioner Marl, to approve the cost sharing agreement between City and Fore Development for a roundabout on Maplelane Road at Walnut Grove Way. The motion carried by the following vote:

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

9e. Downtown Public Restroom Site Selection and Authorization to Purchase Unit

Mr. Lewis gave a presentation on the downtown public restroom project including types of units, locations of units, and public outreach. Staff recommended purchasing the Portland Loo that would be located at the Elevator entrance tunnel. He explained the estimated cost of the project.

Liz Hannum, DOCA, supported the need for the restroom. They suggested purchasing a different unit, the Exeloo, due to comfort, cleanliness, and aesthetics. The proposed location would affect the aesthetics of the Elevator. They had staff at the Elevator and could check on the restroom periodically.

Mr. Lewis explained why staff had chosen this location and unit. Chief Band agreed the Portland Loo was the safer option.

There was discussion regarding sighting of the restroom in comparison to the Elevator, preserving the look of the Elevator, lights on bollards, ARPA funds, and a handwashing station.

Commissioner O'Donnell thought it was a minimalist approach and he was not excited about it.

Motion made by Commissioner Marl, Seconded by Mayor McGriff, to approve the Downtown Public Restroom Site Selection and Authorization to Purchase Unit. The motion carried by the following vote:

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

Abstain: Commissioner O'Donnell

9f. Presentation of the 2022-23 Street Tree Minor Code Amendment Project

This item was postponed.

9g. Presentation and Discussion of Potential Code Amendments to Previously Adopted Middle Housing Code (Package #2 of Legislative File: GLUA 22-0002/LEG-22-0001- HB 2001 Housing Choice Code Update- Technical Revisions)

This item was postponed.

10. COMMUNICATIONS**11. City Manager****11a. Holcomb Boulevard Safe Routes to School Grant Award**

Mr. Konkol said the city was awarded a grant for sidewalks, bike lanes, street lighting, a rapid flashing beacon, pedestrian crossing at Winston, stormwater concerns, and a flashing school zone sign for Park Place School continuing east to Winston Drive. He also introduced Mike Dobaj, the new IT Director.

12. Commissioners

None.

13. Mayor

None.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 10:35 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 5/17/2023
From: Christina Robertson-Gardiner, Senior Planner

SUBJECT:

Adoption of the Design Guidelines for New Construction- Middle Housing by Resolution

STAFF RECOMMENDATION:

Staff recommends the City Commission vote to adopt the Design Guidelines for New Construction- Middle Housing Addendum by resolution.

EXECUTIVE SUMMARY:

The Middle Housing Design Guidelines for New Construction Addendum provides further direction on middle housing within historic districts and Landmarks to ensure that the design is compatible and does not adversely affect the significance of the district or Landmark. This document is an addendum to the adopted Design Guidelines for New Construction; applicants will need to ensure that the general design guidelines for materials, siting, scale, roof form, architectural style, and design elements that apply to residential construction are addressed. Applicants should consult the general guidance in the main Design Guidelines for the applicable district or Landmark before incorporating the middle housing guidelines into their design.

BACKGROUND:

The Historic Review Board uses [OCMC 17.40 Historic Overlay District](#) and the [Design Guidelines for New Construction](#) to determine if a proposed new construction project is compatible with the district/landmark and will not create an adverse effect.

Both the McLoughlin Conservation District and Canemah Historic District have parcels that can develop middle housing, and the existing historic regulations allow Historic Review Board to review those proposals for compatibility. However, with more areas zoned to allow middle housing, a design guideline addendum addressing specific design considerations for middle housing will provide additional direction to applicants, the HRB, and neighbors.

The Historic Review provided staff initial feedback at the April 2022 and September 2022 HRB meetings. The revised discussion draft was shared with the McLoughlin and Canemah neighborhood associations in Nov 2022. Addendum photos were added at

the April 26, 2023, Historic Review Board Meeting. The enclosed Middle Housing Design Guidelines addendum document was adopted by the Historic Review Board on March 28, 2023.

Per OCMC 17.40.060(f), the Historic Review Board is authorized to adopt Design Guidelines to provide additional guidance for compatible new construction in areas subject to historic regulation. However, to ensure alignment with City Commission goals, these design guidelines have been forwarded to the City Commission for adoption via Resolution.

OPTIONS:

1. Adopt Resolution 23-11 Design Guidelines for New Construction- Middle Housing Addendum
2. Do not adopt Resolution 23-11 Design Guidelines for New Construction- Middle Housing Addendum, remand the item to the Historic Review Board for further action.

RESOLUTION NO. 23-11

A RESOLUTION ADOPTING MIDDLE HOUSING DESIGN GUIDELINES FOR NEW CONSTRUCTION ADDENDUM

WHEREAS, The Housing Choices Code Update ([House Bill 2001](#)) amended Title 16 (Land Divisions) and Title 17 (Zoning) of the Oregon City Municipal Code to permit a greater range of middle housing types, including duplexes, triplexes, quadplexes, townhouses and cottage clusters in residential zones where single-family detached residential units are permitted; and

WHEREAS, both the McLoughlin Conservation District and Canemah Historic District have parcels that can develop middle housing, and the existing historic regulations allow the Historic Review Board to review those proposals for compatibility; and

WHEREAS, the Middle Housing Design Guidelines for New Construction Addendum provides further direction on middle housing within historic districts and Landmarks to ensure that the design is compatible and does not adversely affect the significance of the district or Landmark; and

WHEREAS, This Middle Housing Design Guidelines for New Construction should be used as an addendum document to the adopted Design Guidelines for New Construction for Middle Housing projects subject to OCMC 17.40 Historic Overlay District; and

WHEREAS, the draft was shared with the McLoughlin and Canemah neighborhood associations in November 2022; and

WHEREAS, the Historic Review Board unanimously approved the proposed changes on March 28, 2023, and included addendum photos on April 26, 2023; and

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. That the Commission, by this Resolution, adopts the Middle Housing Design Guidelines for New Construction Addendum, attached to this resolution as Exhibit "A",

Section 2. The effective date for the Middle Housing Design Guidelines for New Construction Addendum shall be the date this resolution is adopted and signed.

Approved and adopted at a regular meeting of the City Commission held on the 17th day of May 2023.

DENYSE MCGRIFF, Mayor

Attested to this 17th day of August 2023:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Middle Housing Design Guidelines

Historic Review Board recommended approval to the City Commission -March 28, 2023

(New Section to be inserted into [Design Guidelines for New Construction](#))

Introduction

Middle housing types include duplex, tri-plex, quadplex, townhomes, and cottage clusters. Many of these housing types were historically permitted and built throughout the state prior to World War II, and can still be found in many older neighborhoods in Oregon City. These housing types were added as permitted uses to the City's low and medium-density districts in 2019 and 2022. Middle housing types are now permitted uses in R-10, R-8, R-6, and R-3.5 zones, which overlap with the City's two historic districts and with various historic Landmarks.

How to Use this Document

The following design guidelines provide further direction on middle housing within historic districts and landmarks to ensure that the design is compatible and does not adversely affect the significance of the district or Landmark. Consult the general guidance in the Design Guidelines for the applicable district or Landmark before incorporating the middle housing guidelines into your design. This document is an addendum to the adopted guidelines; please ensure that the general design guidelines for materials, siting, scale, roof form, architectural style, and design elements that apply to residential construction are also addressed. Refer to pages 4 and 5 of the Design Guidelines for step-by-step guidance.

All Middle Housing Types

MASSING

How to determine appropriate massing:

Step 1:

Measure the average height and square footage of the nearest six designated and contributing historic resources

Step 2:

New middle housing structures should have a total building mass no larger than 1 ½ time the size of the average resource. Massing should be appropriate to the style chosen.

For landmarks, new middle housing structures should ensure that the total individual building mass is no larger than 1 ½ time the size of the Landmark

Massing may, in some circumstances, exceed the prescribed 1.5 times the average for sites in which:

- The site is considerably large, allowing for ample spacing and setbacks
- The site is sloped such that the building mass is less visible or shielded from public view
- The structures would be shielded from public view by existing structures that are unlikely to be demolished.

The applicant must provide a detailed analysis to demonstrate why massing would not be considered excessive.

PARKING

Principles:

Paved driveways and parking areas are to be located to the side or rear of the structure.

Front yard areas should be comprised of landscaping and not provide parking.

Driveway widths should be consistent with the predominant driveway width of the district or Landmark, which is typically less than 20 feet in width.

Parking lots should be broken up into smaller clusters rather than one larger parking lot.

Unique approaches are encouraged in areas where topography or other factors limit parking access onsite.

CONFIGURATION OF DUPLEX/TRIPLEX/FOURPLEX UNITS

Principles:

New attached plexes can be designed to look like one single-family home or can be designed as separate units attached with a “hyphen” set back from the front façade. Detached units are encouraged if allowed by the zoning code. The massing of each unit can be considered separate if there is adequate separation of the units by the location and size of the “hyphen”. The applicant must provide a detailed analysis to demonstrate why massing would not be considered excessive.

Units can be stacked vertically or attached on the sides.

Plexes on a lot with an existing single-family home should generally be detached from the existing structure. Middle housing units should generally be located behind or next to an existing structure.

Setbacks should be consistent with surrounding historic single-family structures.

ENTRYWAYS FOR DUPLEX/TRIPLEX/FOURPLEX UNITS

Principle: Entryways should be located on the street-facing facade of the structure and should be designed to read as a single entryway. Multiple front doors in a single defined entryway are acceptable; for example, two or three doors on a central front porch. This may also be achieved through the location of doorways around a central recessed entry or using a single exterior doorway leading to an interior entry hall. Alternatively, units may be accessed from secondary entrances located on the side or rear of the structure.

Faux entry elements are not recommended. Multiple entries should be integrated into the design of the building.

Townhomes

Townhomes are not a historically represented type in either the Canemah National Register District or the McLoughlin Conservation District.

- Townhomes should follow vernacular styles for each district; Queen Anne styles in McLoughlin are also acceptable. For other styles, applicants must demonstrate how the style is compatible with the district.
- In the Canemah and McLoughlin Districts, no more than three units are to be attached together as one building mass. *Note: citywide code allows up to six attached townhomes.*
- Front-facing attached garages are not allowed.
- Each townhome building should be separated by at least 10 feet.

Cluster Housing

Oregon City generally reviews Clusters Housing through a Type I review process through OCMC 17.16 Middle Housing Design Standards. However, through the Type III Hearing process, the Historic Review Board can require a reduction in the size, location, or massing of proposed units if it can be found to be adversely affecting the significance of the historic district or Landmark.

Cluster Housing are groups of smaller detached housing units, typically 300-900 square foot footprint, clustered around a common open space.

- Cottage cluster unit designs and forms should vary within the cluster to avoid identical or near-identical designs.
- Flexibility in materials and design elements for units that are visually removed from public streets is appropriate.
- Share open space should be centrally located and publicly visible.
- Parking lots should be broken up into smaller clusters rather than one larger parking lot.



412 John Adams Street

This building utilizes multiple recessed entrances to access units.



1202 Jackson Street

This residential building utilizes a more streetcar commercial design and was once a historic commercial node in the neighborhood.



1102 7th Street

Basement and rear entrances provide secondary access to this quad-plex that maintains the massing of a single-family residence.



601 Jackson Street

While currently a 6-plex, this approach breaks the building into two abutting historic massings, which reduces impact on the district.



1206 9th Street

Some strategic articulation can break up the massing in a multi-unit building. This 1930 minimal traditional still reads a single-family residence.



1108 6th Street

This simple duplex utilizes a mirror design with paired entrance doors and maintains the massing of a single-family residence.



912 8th Street

This new construction quadplex connects four separate structures with breezeways to be considered attached units.



426 Division Street

This Landmark also utilizes a mirror design and maintains the massing of a single-family residence.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Parks & Recreation Director, Kendall Reid

Agenda Date: May 17, 2023

SUBJECT:

First Reading of Ordinance No. 23-1007, designating the Ermatinger House as a Park Under Oregon City Charter Chapter X

STAFF RECOMMENDATION:

Approve the first reading of Ordinance No. 23-1007, designating the Ermatinger House as a Park Under Oregon City Charter Chapter X.

BACKGROUND:

The Parks and Recreation Advisory Committee (PRAC) was established in 1983 by the City Commission to advocate for recreational opportunities for Oregon City and to oversee implementation of the Parks and Recreation Master Plan. To ensure recreational opportunities are preserved in Oregon City, the PRAC has undertaken a review of the charter park status of all Oregon City parks which are owned and managed by the Oregon City Parks and Recreation Department. Identification in the City Charter ensures park protection by preventing the transfer, sale, vacation, or major changes to charter parks without a legal vote of the people.

The Ermatinger House, located on a portion of Lot 4 in Block 63, of the Plat of Oregon City, was acquired by the City of Oregon City through Clackamas County deed Book 459, Page 716, recorded on August 15, 1952. In addition, the Ermatinger House was gifted to the City by the family of Ruth Powers McBride by Gift Deed recorded at Clackamas County as 96-059135 and relocated to the aforementioned lot.

Following numerous discussions over the years and most recently, at a City Commission Work Session on January 10, 2023, consensus was reached to designate the Ermatinger House as a charter park. Adoption of Ordinance No. 23-1007 will satisfy the request of the City Commission by designating the Ermatinger House as a charter park.

OPTIONS:

1. Approve the first reading of Ordinance No. 23-1006, designating Ermatinger House as a Park Under Oregon City Charter Chapter X.
2. Amend the proposed Ordinance.
3. Deny the proposed Ordinance.

BUDGET IMPACT:

Amount: \$0

FY(s): N/A

Funding Source(s): N/A

Attachments:

Exhibit A – Map of Park

ORDINANCE NO. 23-1007

**AN ORDINANCE OF THE CITY OF OREGON CITY DESIGNATING THE PROPERTY
KNOWN AS THE ERMATINGER HOUSE AS A PARK UNDER OREGON CITY CHARTER
CHAPTER X**

WHEREAS, the Ermatinger House has a storied history having been built c. 1843 for Francis Ermatinger, a key official of the Hudson's Bay Company, and was listed on the National Register of Historic Places in 1977; and

WHEREAS, although the structure was relocated a few times, its final move was in 1987 to its current location – Lot 4 in Block 63 of the Plat of Oregon City, by preservationist Ruth McBride Powers who entered into an agreement with the City of Oregon City whereby Mrs. McBride Powers would acquire the house, move it to its current location on land owned by the City and then restore the house with the purpose that the house would eventually be owned and operated as a historic tourist facility; and

WHEREAS, the City of Oregon City acquired Lot 4 in Block 63 on August 15, 1952 as evidence by Clackamas County deed Book 459, Page 716; and

WHEREAS, the City Commission has identified a portion of Lot 4 in Block 63 (also referenced as a portion of Tax Map 2-2E-31-AC, Tax Lot 1500) which shall be preserved as a charter park, although not a legal description, is more specifically described as:

Beginning at the most southerly corner of Lot 4 in Block 63, of the Plat of Oregon City, at the intersection of 6th Avenue and John Adams Street; thence westerly for 80 feet along the 6th Avenue property line; thence northerly at right angles to 6th Avenue for 66 feet, thence easterly at right angles running parallel to 6th Avenue for 80 feet back to John Adams Street; thence southerly at right angles along the John Adams property line for 66 feet back to the point of beginning; and

WHEREAS, Mrs. McBride Powers passed in 1995 and her family, wanting to maintain their mother's legacy, gifted the house and loaned the contents of the house to the City of Oregon City for the continued operation as a pioneer museum; said gift deed was recorded at Clackamas County as Document No. 96-059135; and

WHEREAS, the 1999 Parks Master Plan identified the Ermatinger House as a developed park being used as a museum and the 2008 Parks Master Plan described the house as being the oldest existing house in Clackamas County and one of the most historically significant; and

WHEREAS, the status of Oregon City's parks as charter parks has been discussed by the Parks & Recreation Advisory Committee (PRAC) and the City Commission on multiple occasions going back to at least 2018; and

WHEREAS, designating the Ermatinger House as a park under Chapter X of the City Charter would ensure protection of the park and the house by preventing the transfer, sale, vacation or major changes to the Ermatinger House without a legal vote of the people which is also in accordance with the wishes of Ms. McBride Powers and her family; and

WHEREAS, at a City Commission Work Session on January 10, 2023, consensus was reached to designate the Ermatinger House as a charter park and staff was directed to prepare an ordinance for adoption by the City Commission recognizing the Ermatinger House as a Charter Park.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The Ermatinger House, identified as the structure and a portion of the land located at Lot 4 in Block 63, of the Plat of Oregon City, with the boundaries as shown on the map attached to this Ordinance as Exhibit A, and described as:

“Beginning at the most southerly corner of Lot 4 in Block 63, of the Plat of Oregon City, at the intersection of 6th Avenue and John Adams Street; thence westerly for 80 feet along the 6th Avenue property line; thence northerly at right angles to 6th Avenue for 66 feet, thence easterly at right angles running parallel to 6th Avenue for 80 feet back to John Adams Street; thence southerly at right angles along the John Adams property line for 66 feet back to the point of beginning”

is hereby designated as a park in accordance with the Charter of Oregon City, Chapter X, Section 43, creating a permanent park for the enjoyment of the citizens of Oregon City.

Read for the first time at a regular meeting of the City Commission held on the 17th day of May 17, 2023, and the City Commission finally enacted the foregoing Ordinance this 7th day of June, 2023.

DENYSE MCGRIFF, Mayor

Attested to this 7th day of June, 2023:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Attachment:
Exhibit A –Map of Park

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Exhibit A



Ermatinger House
2-2E-31AC-01500
Plat: Oregon City

Ermatinger House Ordinance 23-1007

This map is not suitable for survey, engineering, legal, or navigation purposes. Data errors and omissions may exist.



0 50 100 200 Feet

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CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Parks & Recreation Director, Kendall Reid

Agenda Date: May 17, 2023

SUBJECT:

First Reading of Ordinance No. 23-1006, designating Dement Park as a Park Under Oregon City Charter Chapter X

STAFF RECOMMENDATION:

Approve the first reading of Ordinance No. 23-1006, designating Dement Park as a Park Under Oregon City Charter Chapter X.

BACKGROUND:

The Parks and Recreation Advisory Committee (PRAC) was established in 1983 by the City Commission to advocate for recreational opportunities for Oregon City and to oversee implementation of the Parks and Recreation Master Plan. To ensure recreational opportunities are preserved in Oregon City, the PRAC has undertaken a review of the charter park status of all Oregon City parks which are owned and managed by the Oregon City Parks and Recreation Department. Identification in the City Charter ensures park protection by preventing the transfer, sale, vacation, or major changes to charter parks without a legal vote of the people.

Dement Park (Tax Lot 8100 of Tax Map 2-2E-31DC), consisting of .07 acres, was gifted to the City of Oregon City by Clackamas County through Clackamas County deed 84-30760. In 1993, through the vacation of portion of Dement Street and McKinley Avenue, Dement Park was enlarged to just under .3 acres.

Following numerous discussions over the years and specifically, at a City Commission Work Session on January 10, 2023, consensus was reached to designate Dement Park as a charter park. Adoption of Ordinance No. 23-1006 will satisfy the request of the City Commission by designating Dement Park as a charter park.

OPTIONS:

1. Approve the first reading of Ordinance No. 23-1006, designating Dement Park as a Park Under Oregon City Charter Chapter X.
2. Amend the proposed Ordinance.
3. Deny the proposed Ordinance.

BUDGET IMPACT:

Amount: \$0

FY(s): N/A

Funding Source(s): N/A

Attachments:

Exhibit A – Map of Park

ORDINANCE NO. 23-1006

AN ORDINANCE OF THE CITY OF OREGON CITY DESIGNATING THE PROPERTY KNOWN AS DEMENT PARK AS A PARK UNDER OREGON CITY CHARTER CHAPTER X

WHEREAS, Clackamas County gifted to the City of Oregon City Tax Lot 8100 of Tax Map 2-2E-31DC through Clackamas County deed 84-30760; and

WHEREAS, Ordinance 93-1002 was enacted by the City Commission of Oregon City on February 3, 1993, and recorded at Clackamas County through deed 93-26144, which vacated portions of Dement Street and McKinley Avenue thereby increasing the size of Tax Lot 8100 of Tax Map 2-2E-31DC;

WHEREAS, the 1999 Parks Master Plan identified Dement Park as a 0.07 acre undeveloped park with a recommendation that the park be disposed of; however, the 1999 Plan did not take into account that the site had been enlarged to just under 0.3 acres as a result of the 1993 right-of-way vacation; and

WHEREAS, the Parks and Recreation Advisory Committee (PRAC) has previously discussed potentially selling this lot because it is below the minimum standard for a park (3 acres as per the minimum standard noted in the 2008 Parks and Recreation Master Plan Update page 11) and the property is in a geological hazard zone for steep slopes overlay; and

WHEREAS, Dement Park is a small local park used by residents containing a covered bench, a gravel pedestrian pathway connecting Jersey Avenue with McKinley Avenue, lawn and a large Douglas-fir tree but it has never been formally designated as a park under Chapter X of the Oregon City Charter; and

WHEREAS, the status of Oregon City's parks as charter parks has been discussed by the Parks & Recreation Advisory Committee (PRAC) and the City Commission on multiple occasions going back to at least 2018; and

WHEREAS, designating Dement Park as a park under Chapter X of the City Charter would ensure protection of the park by preventing the transfer, sale, vacation, or major changes to Dement Park without a legal vote of the people; and

WHEREAS, at a City Commission Work Session on January 10, 2023, consensus was reached to designate Dement Park as a charter park and staff was ultimately directed to prepare an ordinance for adoption by the City Commission recognizing Dement Park as a Charter Park.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. Dement Park, identified as 2-2E-31DC-08100, with the boundaries as shown on the map attached to this Ordinance as Exhibit A, is hereby designated as a park in accordance with the Charter of Oregon City, Chapter X, Section 43, creating a permanent park for the enjoyment of the citizens of Oregon City.

Read for the first time at a regular meeting of the City Commission held on the 17th day of May 17, 2023, and the City Commission finally enacted the foregoing Ordinance this 7th day of June 2023.

DENYSE MCGRIFF, Mayor

Attested to this 7th day of June 2023:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Attachment:
Exhibit A –Map of Park

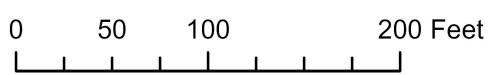
P:\PublicWorks\Facilities\REAL PROPERTY\INDIVIDUAL PROPERTIES\Properties 101 - 125\Property 122 22E31DC08100\23-1006 Ordinance - Dement Park.docx

Exhibit A



Dement Park
Ordinance 23-1006

This map is not suitable for survey, engineering, legal, or navigation purposes. Data errors and omissions may exist.



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CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 05/17/2023
From: Public Works Director, John M. Lewis, P.E.

SUBJECT:

Second Reading of Ordinance No. 23-1002 Establishing Misuse of a Public Restroom as an Offense Against Public Peace and Decency

STAFF RECOMMENDATION:

Approve the second reading of Ordinance No. 23-1002 adopting code language concerning the misuse of a public restroom.

EXECUTIVE SUMMARY:

To address concerns relating to nefarious or criminal activity within the proposed downtown public restroom being installed, the Police Department and Public Works Department worked together to prepare an ordinance creating a new municipal code which prohibits misuse of a public restroom.

By approving the adoption of Ordinance No. 23-1002, City Commission will be adopting new code which will allow the Police Department and Code Enforcement to enforce a safe public restroom.

The City Commission voted 4 aye, 1 abstain for the 1st reading on May 3, 2023.

BACKGROUND:

The City Commission directed Public Works staff to seek a location for a public restroom unit to be located within the downtown area of Oregon City. After review, analysis, and consideration, Public Works proposed the Portland Loo unit to be located on Railroad Avenue just south of the municipal elevator.

On January 18, 2023, the City Commission approved the purchase of the Portland Loo unit.

Knowing that nationwide concerns of vandalism and criminal activity sometimes occur around public restrooms, the Police Department and Public Works Department worked

together to prepare an ordinance creating a new municipal code which prohibits misuse of a public restroom.

The proposed Municipal Code mirrors the City of Portland's municipal code. Daniel Hanes, Homeless Liaison Officer for the City of Oregon City, was instrumental in the coordination and request for this addition of municipal code. Mr. Hanes conveyed that this code, as used in Portland, supported the Police and Code Enforcement, if and when occasions arose to ensure the safety and protection of the unit and users of the unit.

By approving the adoption of Ordinance No. 23-1002, City Commission will be adopting new code which will allow the Police Department and Code Enforcement to enforce a safe public restroom.

The City Commission voted 4 aye, 1 abstain for the 1st reading on May 3, 2023.

Staff recommends approval of the second reading of Ordinance No. 23-1002 adopting code language concerning the misuse of a public restroom.

OPTIONS:

1. Approve Ordinance No. 23-1002 as requested.
2. Approve Ordinance No. 23-1002 with specific modifications.
3. Deny Ordinance No. 23-1002. If the Commission chooses to deny the Ordinance, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: None

FY(s): N/A

Funding Source(s): N/A

ORDINANCE NO. 23-1002

AN ORDINANCE OF THE CITY OF OREGON CITY ESTABLISHING MISUSE OF A PUBLIC RESTROOM AS AN OFFENSE AGAINST PUBLIC PEACE AND DECENCY

WHEREAS, The City of Oregon City owns and may own and maintain public restrooms within City facilities including buildings, rights-of-ways, and easements; and

WHEREAS, The City of Oregon City puts a priority on neighborhood livability and health and misuse of a public restroom could have a negative effect on livability and health; and

WHEREAS, Establishing what conduct is improper within public restrooms allow the City of Oregon City to ensure that public restrooms are used only for their intended purposes and will contribute to the livability that is a priority for the City.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. Adoption. The City hereby amends the existing Oregon City Municipal Code Title 9 Public Peace, Morals and Welfare, Chapter 9.12 Offenses Against Public Peace and Decency, to include a new section, entitled:

Section 9.12.035 MISUSE OF A PUBLIC RESTROOM.

The newly adopted section is attached as "Exhibit A" to this ordinance.

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

Section 3. Effectiveness. This Ordinance shall take effect 30 days from the date of adoption.

Read for the first time at a regular meeting of the City Commission held on the 3rd day of May, 2023, and the City Commission finally enacted the foregoing ordinance this 17th day of May, 2023.

DENYSE C. MCGRUFF
Mayor

Attested to this 17th day of May 2023,

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Title 9 Public Peace, Morals and Welfare

Chapter 9.12 Offenses Against Public Peace and Decency

9.12.035 Misuse of a Public Restroom

- A.** This Section applies to permanent and temporary structures erected or placed for use as a public restroom.
- B.** It is unlawful to stand, climb, sit upon, or lay down on any fixture or floor located inside of or at the entrance of any restroom located in a public building or on public property or easement, unless that fixture or floor is intended to be used for standing, climbing, sitting, or lying upon.
- C.** It is unlawful for two or more persons to occupy any restroom that is specifically designed for use by only one person and that is located in a public building or on public property or easement, unless one of those persons is assisting a handicapped person or persons, a child or children under 12 years of age, or an elderly person, or persons in need of assistance.
- D.** It is unlawful to interfere with any attendant or public employee in the discharge of his or her duties within any restroom located in a public building or on public property or easement.
- E.** It is unlawful for any male person to enter a restroom marked "Women." This Section does not apply to a male child under 12 years of age with his mother or female guardian, or an authorized person assisting a female handicapped person or persons, or a female elderly person, or female person in need of assistance.
- F.** It is unlawful for any female person to enter a restroom marked "Men." This Section does not apply to a female child under 12 years of age with her father or male guardian, or an authorized person assisting a male handicapped person or persons, or a male elderly person, or male person in need of assistance.
- G.** It is unlawful for any person of the opposite biological gender to enter a restroom marked "All Gender" if someone of the opposite biological gender is inside. This Section does not apply to an opposite biological gender child with his/her father/mother or male/female guardian, or an authorized person in the discharge of his/her regular duties.
- H.** It is unlawful for any person to engage in disorderly or disruptive conduct inside of or at the entrance to any restroom located in a public building or on public property or easement.
- I.** The above requirements do not excuse a failure to provide reasonable and appropriate accommodations permitting all persons access to restrooms consistent with their expressed gender.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Tony Konkol, City Manager

Agenda Date: 5/17/2023

SUBJECT:

Approval of the 2023-2025 City Commission Goals

STAFF RECOMMENDATION:

Staff recommends that the City Commission approve the proposed 2023-2025 City Commission Goals.

EXECUTIVE SUMMARY:

The City Commission held a goal setting retreat on March 3rd, 2023 and March 4th, 2023 to discuss and create the 2023-2025 City Commission goals. A summary of the goal setting retreat has been attached to this staff report as background information. The Commission has proposed to retain the existing Oregon City Vision and Mission statement.

The Oregon City Vision is to: *Embrace and advance Oregon City's historic role as a regional leader.*

The Oregon City Mission is to: *Build a dynamic community that leads the State in safety, economic opportunity, livability, and historic significance.*

The City Commission discussed and identified 7 goals as priorities for the city. The goals included:

1. Diversity, Equity and Inclusion/Safe Inclusive Community;
2. Infrastructure/City Services;
3. Community Engagement;
4. Homelessness;
5. Tourism and Economic Development;
6. Housing; and
7. Environment.

The goals identify the priorities of the City Commission and serve as a guiding document to be considered in the creation of the 2023-2025 budget and for future projects.

OPTIONS:

1. Approve the proposed 2023-2025 City Commission Goals
2. Amend the proposed 2023-2025 City Commission Goals
3. Deny the approval of the proposed 2023-2025 City Commission Goals

BUDGET IMPACT:

Amount: \$0

FY(s): FY 2023

Funding Source(s): n/a

2023 – 2025 CITY COMMISSION GOALS

OREGON CITY VISION

Embrace and advance Oregon City's historic role as a regional leader

MISSION

Build a dynamic community that leads the State in safety, economic opportunity, livability, and historic significance

GOALS

- Goal 1: DIVERSITY, EQUITY, AND INCLUSION / SAFE INCLUSIVE COMMUNITY** - Create a collaborative environment to promote diversity, equity and inclusion resulting in a safe, inclusive community and organization.
- Goal 2: INFRASTRUCTURE/CITY SERVICES** – Invest in current and future capital needs for safe, sustainable infrastructure and City services.
- Goal 3: GOAL 3: COMMUNITY ENGAGEMENT** – Increase engagement efforts to bring more residents into the policy-making process and ensure all neighborhood associations are active with the Citizen Involvement Committee.
- Goal 4: HOMELESSNESS** – Enact homelessness plan and increase public knowledge of the plan and resources available for the homeless while reducing the visual and safety impacts of homelessness in the community.
- Goal 5: TOURISM & ECONOMIC DEVELOPMENT** – Create and promote a tourism infrastructure that doesn't negatively impact neighborhoods and support economic development to promote a healthy, sustainable local economy.
- Goal 6: HOUSING** – Anticipate state mandates and tailor local policies to best fit the needs of the community while balancing public infrastructure investment for current and future residents.
- Goal 7: ENVIRONMENT** – Protect and preserve our environmental and natural resources for a healthy, sustainable community.

Oregon City | 2023 City Commission Goal Setting Retreat

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Day 1 – Friday March 3, 2023

Oregon City | 2023 City Commission Goal Setting Retreat

What does success look like?

- Actual tactics
- Reset/ together
- Go forward progress
- Keep the big picture In mind
- Take a step back
- Celebrate the good
- Sense of direction

Ice Breaker

Self-reflection exercise used to facilitate conversation about differences in personality and perspective increasing awareness of and appreciation for diversity within the team.

Vision & Mission Review: What do the vision and mission statements mean to you?

- General Comments:
 - o Nod to city's past; it was an important place on the west coast.
 - o Likes that it encompasses the past, present, and future.
 - o Leadership: what does that mean to be a leader
 - o Being here first; no need to show off; humility.
 - o Hometown feel
 - o Being a regional leader means that we need to address safety, economic opportunity, livability, and historical significance.
- Discussion tension between historic significance and progress:
 - o People who would have moved to PDX are now moving to OC. We are more diverse. How do we introduce innovation without losing sight of historical.
 - o How do we instill [in those coming in] don't try to turn this into what you came from.
 - o We want our leadership to be understated. We are something/ historic. You are coming to it [and we know who we are] and you are coming to something.
 - o Metro behaviors are coming to OC
 - o It's unique, it's special.
 - o There is an identity to the city that needs to be articulated so that people know what they are embracing (because they are coming to something)
 - o What re they coming to:
 - Friendly
 - Know your neighbors.
 - Some are walkable; some need an e-Bike
 - Good place to live (library, police)
 - Tension around DEI.
 - Safe
 - o Don't want it to be a bedroom community. First role if city is safety. No tolerance for crime.
 - o We can have growth but growth that makes sense. Respect history, livability.
 - o Economic opportunity: Don't just live here, work here.

- We don't have to brag. You see it/us. And you want to be here.
 - Balance you live here and you can work here.
- When did it change from being a mill town?
 - It's been gradual transition. Mindset of milltown that we don't have the money for fancy things and don't feel deserving.
 - Historic significance. We missed the significance pre-wagon; harm done over decades.
- Angst: more diversity in community but some populations are invisible. Some we've not dealt with (e.g., land acknowledgement)
- Solid grounding in history; we need to find business entity that fit with our town.
- Strategic initiatives need to be progressing us in some way.
- Tension: growth, stability, new neighbors.
- Difference between bear hug on history and not being able to move forward.
- Self sufficiency; don't want to depend on PDX for jobs.
- Challenge: Plan vs Do.

Public Comment

- History was built on progress.
- Leadership: do actions so others are inspired.

Reactions to Reviewing Progress Against Goals

- General Comments:
 - A lot of the work is invisible.
 - Updates with access by public are important as some community members watch this.
 - Desire to have updates from a regular basis (quarterly) and updates to the website.
 - Two years ago the commission tasked putting in place plans
- From commission, what is the balance between planning and action?
 - Time to do it.
 - We have plans in place; now its time to move
 - We don't want plans to be made and sit on shelf; no planning to do plans
- What is the appropriate category for tolling? Answer: Infrastructure. Previously, it was a topic that needed to take resources away from other things due to urgency. It still is a priority.

Day 2 – Saturday March 4, 2023

Oregon City | 2023 City Commission Goal Setting Retreat

THEME #1 | DEI/ Safe, Inclusive Community

SUCCESS FOR THE THEME

- Success #1 - Community involvement/leadership in City's DEI's efforts/journey.
- Success #2 - Safe, inclusive, diverse, representative workplace
- Success #3 - Committed, permanent resources allocated toward DEI efforts.

INITIATIVES

- Create and facilitate community DEI steering/advisory committee.
 - Component of being a resource/sounding board for city practices/policies/decisions
- Active recruitment of and outreach to diverse voices, lived experience, and viewpoints.
- Internal staff DEI groups, informal/formal
- Some sort of ongoing/established staff support/presence for catalyzing facilitation/leadership
- Strong identity/branding/publicity - communicate status and nature of efforts.
- Consider creation and distribution of a land acknowledgement statement
- Consider ways to communicate that this is the most diverse commission we've ever had.

DISCUSSION:

- Internal versus external look different in terms of success.
- Entire community needs to develop a perspective.
- While we'd like this to be community lead, the city needs to take an active role to facilitate because we've not done it before. We do have examples from other communities. But we need to take a leadership role.
- DEI includes different races and abilities.
- Our engagement with the community needs to be diligent and intentional to get diverse populations engaged in DEI activities. Consider starting with students.
- For external, this topic has to be top down with the city having to take a leadership role to evolve to organic with this is the way the city behaves.
- Ongoing funding is needed.
- DEI efforts need to be louder than the negative chatter. For example, Oregon City is a place where everyone is welcome needs to drown out negativity. How do we apply this into what we're doing.
- What is the "do"? For example, beyond creating the committee, what do we do? Such as do a community outreach event monthly.
- That which you can't measure you can't move. What do we measure? Less negative events? More positive events?
- Favor culture events. From understanding becomes more acceptance. And integrating into other existing events.
- Surveys trends, results can aide measurement.

THEME #2 | Infrastructure/ City Services

SUCCESS FOR THE THEME

- Demonstrative movement in city survey in terms of how successful community views the city.

INITIATIVES

- Engagement with I205
- Prioritization of parks and long-term sustainability.
- IT. Refine IT strategic plan based on recent experience and continue to execute.
- Claim victory on water funding. Water funding/ activities are significant and belong on list.
- Facilities maintenance being a separate entity and others pay into it
- Determine a path to fund the unfunded parks projects

DISCUSSION

- Transportation
 - I205 is a priority. Are we at a point where we need to do more such as lobby?
 - Maintain major throughfares and major streets
 - Pedestrian safety (e.g., sidewalks, speed reduction)
 - **Theme:** Improve safety on neighborhood streets (e.g., lighting, street design, protected cross walks)
- Parks (facility, deferred maintenance)
 - Massive facility needs in terms of deferred maintenance
 - Does OC need a separate department for facilities and maintenance?
 - Interpretive center may need to be talked about differently than parks.
 - Finish city parks master plan
 - How do we tackle unfunded part (e.g., tools such as fees)? Parks funding over the long term seems to be a priority among all of the commissioners.
 - Commission favors incremental movement, demonstrate small success toward summation of future. How do we do this? Break it down into incremental pieces. Pieces that can be demonstrable to the community.
 - As part of theme of long-term financial viability of parks, should we break out parks (as it's a hodge podge of things that needed a home). For example, cemetery draws on parks for burial. Are areas categorized for best effect?
- IT
 - Is this an expansion of staffing in the future?
 - How to look at strategic plan that they have and what changes need to be made
- Public Works Infrastructure
 - INI. It's a priority in system as a whole and laterals. Not sure the lateral INI is a priority.
 - We've been planning for a while. Now we have some funding (e.g., water). We're in the do part after getting funding. Delivery of these projects should be recognized on this list.
- Other
 - Ongoing sustainability of all operations should be a **theme** versus one-and-done and then not address again for a decade or when things get bad. There is ongoing funding needed for those facilities.
 - **THEME:** Taking credit for success and communicating to community.

THEME #3 | Engagement

SUCCESS FOR THE THEME

- All neighborhoods activated on CIC
- Create environment that make volunteering on all levels feasible/ accessible.
- More diligence about including educational, community, and regional leaders in discussion
- Broad, more diverse base of people participating in policy process.

INITIATIVES

- Offer incentives and support to enable attendance/ engagement.
- Check sheet or toolbox for public engagement activities (e.g., community group directory)
 - Demographic analysis
 - Community group directory/networking hub
- Consolidated communications tools/platforms
- Explore opportunities for reaching community members using existing and new communication channels.
- Community dialog sessions/ open houses about topics that have significant community interest; tie community together multiple times a year.

DISCUSSION:

- Survey results included not feeling engaged
- Jurisdictions around state have the same issue. We create platforms for the community to engage but they don't always engage. Engagement is more the exception than the rule.
- What we can do as a public organization and what is reasonable expectation for community engagement/ involvement. This would be a good conversation for commission.
- Is there a civics 101 component to this? How does government work? How/ why get involved? For example, 3-5 minute videos.
- What's held community back? We don't make space for the discussion. We wait until vote or argument. Dialog would be proactive to make things smoother. What would this look like?
- Should work sessions look more like this (i.e., retreat format). General consensus was "yes".
- Should we reconsider how we spend time together and the format. Would doing so reduce other meetings demanding commissioner time?

THEME #4 | Homelessness

SUCCESS FOR THE THEME

- An informed citizenry that embraces a response plan that addresses the visual, safety, and service aspects of the homeless community.
 - Raise awareness that we built umbrella, have umbrella, and will use umbrella. (i.e., we have an approach to homelessness)
 - Reduce the visual and safety impacts of homeless individuals (e.g., more about cleanup trashed public areas versus welcoming community members that are homeless)

INITIATIVES

- Continues partnership with homeless coalition and other jurisdictions.
- Service hub/ crisis shelter (i.e., shelter location as a service hub)
- Address cleanup in public facilities
- Case management staff; once immediate situation is handled where do they get handed off
- Train city staff for dealing with confrontational situations.
- Communication to city staff

DISCUSSION:

- There is a communication component that intersects into engagement.
- Survey results have metrics that informed discussion.
- Have everyone who touches homeless sit in a room every month.
- Inform that there is a response to homelessness and we've done a good job.
- Fight for place at table with broad efforts that are going on (e.g., within metro) and communicate [to community] that it's not out of control.
- We should talk about the implications to staff. They maintain property and clean up after incidents which becomes demoralizing.
- There is an intersection of issues (e.g., parks and homelessness)
- As other communities ramp up activity to manage bad behavior it shifts populations to our communities. Oregon City should not be the solution to other communities.
- Intersections across themes:
 - Homelessness --- Parks
 - Homelessness --- Communication

THEME #5 | Tourism & Economic Development

Part A: Tourism

SUCCESS FOR THE THEME

- Tourism infrastructure in place that doesn't negatively impact neighborhoods
- Tourism industry maximizes use of OC's existing historical/natural/commercial resources in a financially sustainable fashion.
- Tourism products ready for market prior to promotion
- Support Riverwalk Development
- [In summary, does success look like engaging with DMO and River Walk?]

INITIATIVES

- Create a DMO
- Historical/ tourism sites – commonality of ticketing, hours of operation
- OC History/ cultural pass

DISCUSSION:

- Tourism allows us to put our best foot forward. A place to feel safe and enjoy tourism
- Move tourism toward destination management organization (DMO). DMO requires an in depth organization. Transient room tax would pass through to DMO. Expectations, accountability, etc. are outstanding.
- Riverwalk. We've lost sight of this project which provides vision for the concept of what we want to be. How can we not afford to do it? We lost a massive vision that was setting a clear vision and unifying the community.
 - o Mayor doesn't want to reinvent the wheel. If we need to take over the easement, we should do that. Our native partners have no timeline. Let's put it back in the goals because we shouldn't lose sight of it.
 - o Frank favors taking over the management of project including taking over easement.
 - o Mike. We need to commit to doing what we can to move forward.
 - o Adam. Wants people to understand the immense historic aspect of the region. He's for moving it forward but doesn't know what that looks like.
 - o River walk is a political disagreement between sovereign nations. It can't be moved forward by staff alone. Commission needs to engage in the politics.
 - o River walk and 205 are "all hands-on" deck initiatives.
- Economic Development and Tourism is staffed by two people. Riverwalk and DMO are two big projects to get done. In the prioritization, two people can't lift these.

Part B: Economic Development

SUCCESS FOR THE THEME

- Market and support our assets to attract and support small and mid-size businesses.
- Ability to provide businesses with skilled workers.
- Helping retain economic vitality of downtown (particularly post-Courthouse move).
- Cultivate business-friendly community/environment.
- Help provide living wage jobs.

INITIATIVES

- Proof of concept with developing City-owned main street plots.
- North End development
- Develop public private partnerships
- Explore alternative financing options to create shovel-ready industrial sites.
- Child care

DISCUSSION

- Childcare is within the workforce development plan.
- Housing and economic development would both go through infrastructure

THEME #6 | Housing

SUCCESS FOR THE THEME

Anticipating and tailoring state requirements to best fit the needs of our community while balancing public infrastructure investment in current and future residents.

INITIATIVES

- Public outreach/education on state and local roles/ responsibilities
- Analyze commercial and residential needs by fostering more coordination with economic development and planning.
- Explore funding strategies (e.g., construction excise tax) to promote affordable housing.

DISCUSSION

- We want to make sure we have compatibility with other parts of the city.
- How much do we have control over and how much are we waiting for? We're waiting on legislation coming out this month. Units will be allocated to each city and we have to come up with a strategy. After legislation, there is a series of rule making (2 years) then we have to do a housing strategy which we already have to do for 2027. Part of debate was if we start now, do we improve our ability to push back?
- What do we really want to see in diverse housing? Survey desired speeding up housing for aging in place and slowing down multi family. Should we think about subsidizing developers to build more affordable units?
- Is there appetite by commission to engage now to prepare in the absence of perfect information? Only if we can have a community conversation. How do we let people know what's coming down without it becoming "I don't want one of those next to me".
- Upcoming legislation may put pressure on Oregon City (e.g., pass through traffic)
- Should [housing goal] be tailored toward mid-level/ affordable housing?
- We can look at construction excise tax regardless of state legislature.

THEME #7 | Partnership & Community Identity

This theme is being retired due to:

- Enough had been accomplished to mark as complete from prior plan
- Some that are not fully complete will be consolidated into #3
- Rest is considered the business of the city.

THEME #8 | Environment

SUCCESS FOR THE THEME

- Tree canopy management strategy

INITIATIVES

- Create a strategy around management of tree canopy
- Conduct financial analysis on having an urban forester as an FTE versus contractor
- Manage by putting attention and education on why we remove trees and how they are replaced.

DISCUSSION

- Commission doesn't get asked about climate action plan they are asking about trees and tree canopy.
- How to help facilitate charging stations to make them more accessible.
- Our community is car focused because we don't have good access to transit. We've not been reached out to for a transit center. How to help reduce dependence on autos if we don't have transit.
- If natural resources committee wants to take a broader perspective on climate, then there are more measured steps the commission can take such as focus on tree canopy.
- Climate is a topic at the state level
- A contractor urban forester who doesn't take down the tree is valuable from a unbiased third party. Managing perception has value.

Closing Comments

- These sessions generated valuable perspective from people not directly involved in the topic. Consensus was that future work sessions should take a similar format.



CITY OF OREGON CITY

Staff Report

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

To: City Commission

**Agenda
Date:**

05/17/2023

From: Mayor Denyse McGriff

SUBJECT:

Mayoral Appointment of Raymond Rendleman to the Transportation Advisory Committee

BACKGROUND:

The Transportation Advisory Committee (TAC) recommends the Mayor appoint the following individuals:

- Raymond Rendleman (at large, term ending 12/31/2025)

BUDGET IMPACT:

Amount: No Budget Impact