



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, May 15, 2024 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

Ways to participate in this public meeting:

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

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

[3a.](#) Oath of Office for New Oregon City Police Officer

[3b.](#) Police Week & Peace Officers Memorial Day Proclamation

[3c.](#) Water Safety Month Proclamation

[3d.](#) Proclamation for AAPI Month 2024

[3e.](#) Cayuse Five Day of Remembrance

4. CITIZEN COMMENTS

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

5. PRESENTATIONS

[5a.](#) Ruth McBride Powers Preservation Award and Presentation

[5b.](#) 2023-2024 Youth Opioid Prevention Grant Program Process Update

[5c.](#) Oregon City Arts Commission Annual Report

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

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

[7a.](#) OLCC: Liquor License Application – Commercial, Full On-Premises, VIP Deli (dba Golden Deli, LLC), 1346 Leland Rd, Ste C, Oregon City

[7b.](#) Resolution 24-08, Referring the Ban on Psilocybin Businesses to the Voters by Adopting a Ballot Title and Explanatory Statement

[7c.](#) Resolution No. 24-15, Declaring an Emergency and Temporarily Exempting the Construction Activities in 7th Street Right-of-Way and Travel Lanes Associated with SP 18-118 Harrison Street Apartment Development Project from the Prohibition Against Unlawful Noises

[7d.](#) Resolution No. 24-16 rescinding Resolution 24-14 and adopting a Distinct Sewer Billing Methodology for Large Institutional Customers Served by Oregon City's Sanitary Sewer Collection System.

[7e.](#) Intergovernmental Agreement (IGA) between the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) and Oregon City for Provision of Services Associated with the Tribute to the 'Five Cayuse Men'

[7f.](#) Approval of Pro Tem Judges

[7g.](#) Public Improvement Contract with Blackline, Inc. for the 2024 Preventive Pavement Maintenance Type II Slurry Seal (CI 24-003)

[7h.](#) Deed of Dedication, Public Utility Easement and Obligation Agreement for the Holcomb Boulevard Safe Routes to School Project – Alex and Liliya Vasilchenko Property (14731 Holcomb Boulevard)

[7i.](#) Amendment No. 3, Extending Professional Service Agreement (PS 22-006) one (1) additional year for Landscape Maintenance Services with C & R Reforestation.

[7j.](#) Exterior Deck Replacement at the End of the Oregon Trail

[7k.](#) Minutes of the February 07, 2024 City Commission Regular Meeting

7l. Minutes of the February 21, 2024 City Commission Regular Meeting

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

9a. Oregon City 20-Year Facility Master Plan

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

ORDINANCE NOTICE

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

PUBLIC COMMENT GUIDELINES

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

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

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

ADA NOTICE

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

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

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

OATH OF OFFICE

Sworn Police Officer
Oregon City Police Department

*I, **Benjamin Labes**, do solemnly swear that I will uphold the law, and support the Constitution of the United States and the State of Oregon. I will abide by the Law Enforcement Code of Ethics, and the department's rules and regulations, while faithfully performing my duties as a Police Officer for Oregon City, Oregon.*

GIVEN THIS 15TH DAY OF MAY 2024

Denyse C. McGriff, Mayor

SUBSCRIBED AND SWORN to before me this 15th day of May 2024.

Notary Public
State of Oregon
My commission expires: _____

PROCLAMATION

POLICE WEEK & PEACE OFFICERS MEMORIAL DAY

- Whereas,** in 1962, President John F. Kennedy signed a proclamation which designated May 15 as Peace Officers Memorial Day and the week in which that date falls as Police Week; and
- Whereas,** there are approximately 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Oregon City Police Department; and
- Whereas,** since the first recorded death in 1791, more than 24,000 law enforcement officers in the United States have made the ultimate sacrifice and died or been killed in the line of duty, including two of our own officers, Officer George J. Hanlon, and Officer Robert Libke; and
- Whereas,** the members of the Oregon City Police Department play an essential role in safeguarding the rights and freedoms which have been guaranteed by the Constitution to every American citizen; and
- Whereas,** it is important that people throughout our country know and understand the problems, duties, and responsibilities of their police departments and that members of our law enforcement agencies recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and
- Whereas,** the Oregon City Police Department has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service;

Now, Therefore, I, Denyse C. McGriff, Mayor of the City of Oregon City, along with the City Commission, hereby call upon the people of the Oregon City, to observe the week of May 12-18, 2024, as Police Week with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon the people of Oregon City to observe Tuesday, May 15, 2024, as Peace Officers Memorial Day in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty. These officers have been lost but will never be forgotten. This community will be forever grateful. We ask for a moment of silence as we remember Oregon City's valuable public servants and pray for healing and hope into the future.

In Witness Whereof, I have hereunto set my hand this 15th day of May 2024.

DENYSE C. MCGRIFF, Mayor

PROCLAMATION

Water Safety Month- May International Water Safety Day- May 15th

- Whereas,** the City of Oregon City recognizes the vital role that swimming and aquatic related activities contribute to good physical and mental health and enhance the quality of life for all people; and
- Whereas,** the City of Oregon City recognizes the vital importance of water as a valuable resource and acknowledges the inherent risks associated with aquatic environments; and
- Whereas,** every citizen deserves the opportunity to enjoy water-related activities safely, whether swimming, boating, or simply being near bodies of water; and
- Whereas,** the month of May presents an opportune time to heighten awareness of water safety, as warmer weather often leads to increased recreational water activities; and
- Whereas,** nationally, an estimated 11 people die each day from unintentional drowning and drowning is the second leading cause of deaths among child ages one to fourteen; and
- Whereas,** promoting responsible aquatic practices and equipping individuals with the necessary knowledge and skills can significantly reduce the incidence of drownings and other water-related incidents; and
- Whereas,** by fostering a culture of water safety, we reaffirm our commitment to protecting the lives and well-being of our citizens, especially our youth, who are particularly vulnerable to water hazards; and
- Whereas,** the City of Oregon City is dedicated to collaborating with local organizations, schools, and community members to implement effective water safety initiatives and programs; and
- Whereas,** by declaring May as Water Safety Month, we pledge to prioritize water safety awareness and education, empowering individuals to make informed decisions and take appropriate precautions when engaging in water activities.

Now, Therefore, I, Denyse C. McGriff, Mayor of Oregon City, along with the City Commission, do hereby proclaim:

May 2024
as
Water Safety Month

And, urge the residents of our community, and communities across the country, to join in observance.

In Witness Whereof, I have hereunto set my hand this 15th day of May 2024.

DENYSE C. McGRIFF, Mayor

PROCLAMATION

Asian American and Pacific Islander Heritage Month

WHEREAS, Asian American and Pacific Islander Heritage in the United States was celebrated beginning in 1978 and was made into a month-long event in 1992; and

WHEREAS, Asian American and Pacific Islander Heritage month is a month to celebrate and pay tribute to the vast diversity of languages, religions, and cultural traditions of Asian Americans and Pacific Islanders that strengthen the fabric of American society; and

WHEREAS, the month of May was selected as it honors the immigration of the first Japanese residents to the United States in 1843. Additionally, May also marks the completion of the Transcontinental Railroad in 1869, constructed by the labor of mostly Chinese immigrants; and

WHEREAS, Asian Americans and Pacific Islanders have lived and worked in Oregon for more than 200 years, contributing to the state's rich history, economy, and culture; and

WHEREAS, Asian American and Pacific Islander history in Oregon is marked by a struggle for freedom, equity, and justice and prevailing over the adversity of exclusion, persecution, incarceration, and disparities. Asian Americans and Pacific Islanders have helped advance Oregon's prosperity and have a longstanding history of making esteemed, significant, cultural, and economic and community contributions; and

WHEREAS, the vibrant history and diverse cultures of Oregon's Asian Americans and Pacific Islanders are here to be honored and respected as a central part of our state, county, and City's story and shared with all Oregonians.

NOW, THEREFORE, I, Denyse McGriff, Mayor of the City of Oregon City, do hereby proclaim:

May 2024

as

Asian American and Pacific Islander Heritage Month

AND, encourage everyone to commemorate this important occasion in recognition of the numerous contributions made by the Asian American and Pacific Islander communities locally, nationally, and globally.

IN WITNESS WHEREOF, I hereunto set my hand this 15th day of May 2024.

Denyse C. McGriff, Mayor

PROCLAMATION

Cayuse Five Day of Remembrance

WHEREAS, the City of Oregon City Commissioners, Mayor and staff have the utmost respect for all indigenous people of the lands that are now called Oregon; and

WHEREAS, in recognition of the losses and injustices imposed on tribal people, lands, and resources as a result of overland migration, introduced diseases, and subsequent warfare; and

WHEREAS, such incidents led to and followed the death of Marcus Whitman and others in the Walla Walla Valley in 1847; and

WHEREAS, five Cayuse men were charged, sentenced, and executed following an unjust trial resulting in their hanging in Oregon City on June 3rd, 1850; and

WHEREAS, these tragic events of 1850 have left an indelible imprint on the lives of today's Cayuse people; and

WHEREAS, the graves of those five hanged men are at an unknown location at this time; and

WHEREAS, the City of Oregon City recognizes the urgency of locating the whereabouts of the men's remains for repatriation and ceremonial reburial in their homeland; and

WHEREAS, the City of Oregon City, in partnership with the Confederated Tribes of the Umatilla Indian Reservation, is dedicated to honoring the memory of the men known today as the Cayuse Five through a tribute project at the McLoughlin Promenade; and

WHEREAS, the City of Oregon City recognizes the importance of commemorating the Cayuse Five and promoting understanding, healing, and reconciliation among all residents.

NOW, THEREFORE, I, Denyse McGriff, Mayor of Oregon City, do hereby proclaim:

June 3rd, 2024

as

Cayuse Five Day of Remembrance in Oregon City

AND, encourage everyone to observe this day with solemn reflection, to honor the memory of the Cayuse Five, and to commit to building a more just and equitable community for all.

IN WITNESS WHEREOF, I hereunto set my hand this 15th day of May 2024.

Denyse C. McGriff, Mayor

Jakob Wiley

From: Aaron Wolf <aaron@wolftune.com>
Sent: Monday, May 6, 2024 11:27 AM
To: Recorder Team; Denyse McGriff; Adam Marl; Mike Mitchell; Frank O'Donnell; Rocky Smith, Jr.
Subject: Continued concerns about pattern of major tree canopy loss

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

Dear Mayor and City Commissioners,

I'm writing to express dismay about a statistic that was recently touted in Trail News online as if it were positive. The numbers for the past year were "Total Trees Planted: 296" but "Tree Removals: 282". Those numbers indicate dramatic decline in tree canopy. That is nowhere near even replacement level let alone improving our tree canopy. We should be embarrassed rather than proud.

Of 296 trees planted, they all start small, many will stay small, and many will die before maturing. Meanwhile, the removed trees are almost all on the larger side. So, this means we are actively losing massive amount of tree canopy and shade. At this rate, we will have almost no shade and no healthy tree canopy by 2040 and utterly fail the OC2040 vision of a healthy community where people feel good walking and being out and about, enjoying safe and comfortable streets and parks.

Do you recognize that the dramatic decline in the current trends? Why do we still not have a single staff position with a qualified person tending to the issue of urban forestry? What I see going around town is constant loss and worsening. For example, at the church on Taylor and 7th, there had been significant shade on the sidewalk and street from red oaks. They were a bit big for the little area, but the space between the street and church is *huge* with easily room to have moved the sidewalk toward the church and retain the trees. Instead, they were removed and not even replaced but instead the planting areas filled with more concrete. Just two blocks over on Harrison, there were a series of nice shade trees in a large planting area with no problem around the sidewalk but they were all removed for no reason that I understand and not replaced. These are routes I regularly take biking or walking, and now they are dramatically uglier and hotter.

To turn around this trend, I imagine we need to plant at *least* twice as many trees as are removed if not many more than that. And we need policies that prefer retention whenever possible. Please don't look at this situation of getting 14 more trees planted than removed as if we are doing a good job. We are losing our trees rapidly, and so far we are only doing enough to slow the loss let alone turn it around.

Thank you for your consideration and all you do for Oregon City

Aaron Wolf
vice-chair, Elyville NA



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 5/15/2024
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:

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

This year, the Historic Review Board has granted two awards as a testament to the community's commitment to preserving our city's rich history.

Ely Store Alterations. 1019 7th Street- *the owner and architects have brought the building back to a more historically accurate representation of the original property, it is a much-needed positive change to the 7th St. corridor and the historic district.*

Iselin Architects *has been involved with numerous quality projects over the years, including the Ely Store. Their body of work can be seen throughout the city, and they consistently find elegant solutions that add value to the community and preserve historic buildings. They are the architects behind many previous Ruth Powers award winners.*

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 2024



Ely Store
Rehabilitation work at 1019 7th Street in the
McLoughlin Conservation District



Ruth McBride Powers Memorial Award

Preservation Month 2024



Iselin Architects

Their body of work can be seen throughout the city, and they consistently find elegant solutions that add value to the community and preserve historic buildings.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Shaun Davis

Agenda Date: 05/15/2024

SUBJECT:

Members from Oregon City Together will give the Commission an update on the progress and current status of their grant which was awarded for the 2023-2024 Youth Opioid Prevention Grant Program process.

STAFF RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

Members from OC Together will give the Commission an update on the progress and current status of their grant which was awarded for the 2023-2024 YOPGP process.

BACKGROUND:

During the 2023-2025 Budget Hearings, the Oregon City Budget Committee earmarked \$40,000 each year for the 2023-2025 biennium budget for a Youth Opioid Prevention Grant Program.

The Youth Opioid Prevention Grant Program (YOPGP) supports efforts in Oregon City to discourage or prevent youths within our community from the misuse of opioids and prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies, which will improve our community's overall quality of life by investing in programs that focus directly on our youth.

The goals of the projects or programs that receive support through this grant must focus on prevention of misuse of opioids and prevention of overdose deaths and other harms, as outlined in the Opioid Settlement Agreements, List of Opioid Remediation Uses.

The 2023-2024 YOPGP grant was advertised from October 1 – October 31. One application was received from OC Together.

At the November 15, 2023, City Commission meeting, the City Commission awarded Oregon City (OC) Together \$20,000 in grant funding.

Members from OC Together will present on the progress on their grant-funded project.

OPTIONS: N/A

BUDGET IMPACT:

Amount: N/A

FY(s): N/A

Funding Source(s): N/A



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** May 15, 2024
From: James Graham, Economic Development Manager

SUBJECT:

Oregon City Arts Commission Annual Report

STAFF RECOMMENDATION:

Staff recommends that the Oregon City Arts Commission provide a report to the City Commission at a regular commission meeting every year during the month of May.

EXECUTIVE SUMMARY:

The 2024 Arts Commission held a strategic planning session on January 25, 2024, to determine priority actions for the year. Some of these priority actions include:

- Use social media to elevate local arts-related projects and talent; volunteers from the Arts Commission will develop material to share with the City Communication staff, resulting in messaging on the City's Instagram, Facebook, X and Next Door accounts.
- Oversee the selection of an artist to design and install artwork on Seventh Street that will replace the damaged sculpture "Ancient Voices."
- Support activities and projects identified in the 2023 Oregon City public survey about the kinds of arts projects that residents would generally like to see, including art festivals, live music, and arts festivals.

The Clackamas Arts Alliance released a report on the positive economic impacts of the arts in Clackamas County. The report estimated that in 2023, the arts generated \$26 million in economic activity in Clackamas County, supported 573 jobs, and contributed \$4.5 million in tax revenue to local, state, and federal governments (Clackamas County Arts Alliance 2023 Annual Report).

In Oregon City, the number of artists and art-related businesses continues to grow. The Oregon City Arts Commission welcomes input from the City Commission as it works to

promote the arts, in all its varying forms, from murals and sculpture, to live music and dance.

BACKGROUND:

As stated in Municipal Code Chapter 2.26, The Arts Commission promotes the arts in Oregon City to enrich the lives of its residents through education and demonstration. In the past two years, the Arts Commission has issued two public Calls for Artists, resulting in the selection of artists to design artwork for the new public restroom facility at the base of the Municipal Elevator and the new sculpture to be installed on Seventh Street.

Additional projects during this time have included a detailed assessment of the City's existing public art collection, a round of "mini grants" in 2023 to support local art projects, and collaboration with the Clackamas County Art Alliance, among several other activities. The nine-person commission meets on the third Thursday of every month.

OPTIONS:

1. Accept the report from the 2024 Arts Commission

BUDGET IMPACT:

Amount	N/A Information Purposes Only
FY	FY 23-24
Funding Source:	N/A



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Shaun Davis

Agenda Date: 5/15/2024

SUBJECT:

OLCC: Liquor License Application – Commercial, Full On-Premises, VIP Deli (dba Golden Deli, LLC), 1346 Leland Rd, Ste C, Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the OLCC Application for VIP Deli (dba Golden Deli, LLC), 1346 Leland Rd, Ste C, Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Commercial On-Premises License. This application is for a change of ownership at VIP Deli.

BACKGROUND:

The Oregon City Police Department ran background checks on Sue and Sean Chhay, and they are eligible to hold a liquor license. This application is for a change of ownership. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:

1. Approve the OLCC Application for Golden Deli, LLC – Oregon City
2. Deny the OLCC Application for Golden Deli, LLC – Oregon City

BUDGET IMPACT:

Amount:

FY(s):

Funding Source(s):

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

☐ New Outlet | ☒ Change of Ownership | ☐ Greater Privilege | ☐ Additional Privilege

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- ☒ Commercial
☐ Caterer
☐ Public Passenger Carrier
☐ Other Public Location
☐ For Profit Private Club
☐ Nonprofit Private Club

Winery

- ☐ Primary location
 Additional locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th

Brewery

- ☐ Primary location
 Additional locations: ☐ 2nd ☐ 3rd

Brewery-Public House

- ☐ Primary location
 Additional locations: ☐ 2nd ☐ 3rd

Grower Sales Privilege

- ☐ Primary location
 Additional locations: ☐ 2nd ☐ 3rd

Distillery

- ☐ Primary location
 Additional tasting locations: (Use the DISTT form [HERE](#))

☐ Limited On-Premises

☐ Off Premises

☐ Warehouse

☐ Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT

After providing your recommendation, return this form to the applicant **WITH** the recommendation marked below

Name of City OR County (not both)

Please make sure the name of the Local Government is printed legibly or stamped below

Date application received:

Optional: Date Stamp Received Below

- ☐ Recommend this license be granted
☐ Recommend this license be denied
☐ No Recommendation/Neutral

 Printed Name

 Date

 Signature

VIP Deli

Trade Name

LIQUOR LICENSE APPLICATION

Item 7a.

Page 2 of 4

APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1:

Golden Deli LLC

Name of entity or individual applicant #2:

Name of entity or individual applicant #3:

Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):

VIP Deli

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

1346 Leland Rd STE C

City:

Oregon City

Zip Code:

97045

County:

Clackamas

Business phone number:

1-971-549-9369

Business email:

Goldendelillc@gmail.com

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

19300 Molalla Ave PO BOX 322

City:

Oregon City

State:

OR

Zip Code:

97045

Does the business address currently have an OLCC liquor license? ☒ Yes ☐ No

Does the business address currently have an OLCC marijuana license? ☐ Yes ☒ No

APPLICATION CONTACT INFORMATION — Provide the point of contact for this application. If this individual is not an applicant or licensee, the Authorized Representative Form must be completed and submitted with this application.

Application Contact Name:

Sean Kong Chhay

Phone number:

1(971) 459-9369

Email:

Goldendelillc@gmail.com

LIQUOR LICENSE APPLICATION

Page 3 of 4

TERMS

- “Real property” means the real estate (land) and generally whatever is erected or affixed to the land (for example, the building) at the business address.
- “Common area” is a privately owned area where two or more parties (property tenants) have permission to use the area in common. Examples include the walking areas between stores at a shopping center, lobbies, hallways, patios, parking lots, etc. An area’s designation as a “common area” is typically identified in the lease or rental agreement.

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

- Each applicant listed in the “Application Information” section of this form has read and understands OAR 845-005-0311 and attests that:
 1. At least one applicant listed in the “Application Information” section of this form has the legal right to occupy and control the real property proposed to be licensed as shown by a property deed, lease, rental agreement, or similar document.
 2. No person not listed as an applicant in the “Application Information” section of this form has an ownership interest in the business proposed to be licensed, unless the person qualifies to have that ownership interest waived under OAR 845-005-0311.
 3. The licensed premises at the premises street address proposed to be licensed either:
 - a. Does not include any common areas; or
 - b. Does include one or more common areas; however, only the applicant(s) have the exclusive right to engage in alcohol sales and service in the area to be included as part of the licensed premises.
 - In this circumstance, the applicant(s) acknowledges responsibility for ensuring compliance with liquor laws within and in the immediate vicinity of the licensed premises, including in portions of the premises that are situated in “common areas” and that this requirement applies at all times, even when the business is closed.
 4. The licensed premises at the premises street address either:
 - a. Has no area on property controlled by a public entity (like a city, county, or state); or
 - b. Has one or more areas on property controlled by a public entity (like a city, county, or state) and the public entity has given at least one of the applicant(s) permission to exercise the privileges of the license in the area.

LIQUOR LICENSE APPLICATION**VIP Deli**

Page 4 of 4

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

- Each applicant listed in the "Application Information" section of this form has read and understands OAR 845-006-0362 and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

Sean Kong Chhay

Applicant name

Signature

3/26/2024

Date

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant/Licensee Representative(s): If you would like to designate a person/entity to act on your behalf you must complete the Authorized Representative Form. You may submit the form with the application or anytime thereafter. The form must be received by the OLCC before the representative can receive or submit information for the applicant.

Please note that applicants/licensees are responsible for all information provided, even if an authorized representative submits additional forms on behalf of the applicant.



OREGON LIQUOR & CANNABIS COMMISSION
LIQUOR LICENSE APPLICATION

Instructions

1. **Complete and sign** this application.
2. Prior to submitting this application to the OLCC, send the completed application to the **local government for the premises address** to obtain a recommendation.
 - If the premises street address is within a city's limits, the local government is the city.
 - If the premises street address is not within a city's limits, the local government is the county.
3. You can submit the application to the OLCC if:
 1. You have **WRITTEN** documentation showing the date the local government received the application or;
 2. The local government has provided you their recommendation.

ALL forms and documents must be a PDF attachment

4. **Email the PDF application that contains the local government recommendation or proof of submission to:** OLCC.LiquorLicenseApplication@oregon.gov.
5. **Do not** include any license fees with your application packet (fees will be collected at a later time).
When it's time to pay the license fee you must pay the full yearly fee for the current license year (the license fee will not be prorated). If you pay in the last quarter of your license year you must also pay the yearly fee for the next license year.

License Request Options - Please see the general definitions of the license request options below:

- **New Outlet:** The licensing of a business that does not currently hold an active liquor license.
- **Change of Ownership:** The request to completely change the licensee of record at a licensed business.
- **Greater Privilege:** The request to change from an Off-Premises to a Limited or Full On-Premises Sales license **OR** from a Limited to Full On-Premises Sales license.
- **Additional Privilege:** The licensee currently holds an active liquor license at the premises and that same licensee would like to request to add an **additional** different liquor license type at that same premises location.

Additional Information

Applicant Identification: Please review [OAR 845-006-0301](#) for the definitions of "applicant" and "licensee" and [OAR 845-005-0311](#) to confirm that all individuals or entities with an ownership interest (other than a waivable ownership interest, per OAR 845-005-0311[6]) in the business have been identified as license applicants on this document. If you have a question about whether an individual or entity needs to be listed as an applicant for the license, discuss this with the OLCC staff person assigned to your application.

Premises Address: This is the physical location of the business and where the liquor license will be posted.

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

Applicant/Licensee Representative(s): In order to make changes to a license or application or to receive information about a license or application by someone other than the applicant/licensee you must:

- Complete the [Authorized Representative Form](#) designating a person/entity to act on your behalf and submit with the application.



OREGON LIQUOR & CANNABIS COMMISSION INDIVIDUAL HISTORY FORM

[PRINT FORM](#)[RESET FORM](#)

Item 7a.

1. Name (Print):	CHHAY Last	SUE First	CHEN Middle
2. Other names used (maiden, other):			
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes ☒ No ☐ If yes, you must list your SSN: [REDACTED]			
SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below. Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary</u> consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: ☒			
5. Date of Birth (DOB):	[REDACTED] (mm)	[REDACTED] (dd)	[REDACTED] (yyyy)
6. Driver License or State ID #: [REDACTED]			7. State: [REDACTED]
8. Contact Phone: (626) 475-1080			
9. E-mail Address: Suechhay@gmail.com			
10. Mailing Address:	[REDACTED] (Number and Street)	[REDACTED] (City)	[REDACTED] (State) (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? No ☒ Yes ☐ (If yes, explain in the space provided, below) Unsure ☐ Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.			



OREGON LIQUOR & CANNABIS COMMISSION
INDIVIDUAL HISTORY FORM

Item 7a.

12. Do you, or any entity that you are a part of, currently hold or have you previously held a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No ☒ Yes ☐ Please list licenses (and year(s) licensed) below Unsure ☐ Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No ☒ Yes ☐ Please list licenses (and year(s) licensed) below Unsure ☐ Please include an explanation:

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No ☒ Yes ☐ Please list applications below Unsure ☐ Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, may not sign your form.

Affirmation

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	CHHAY	SUE	CHEN
	Last	First	Middle
Signature:			Date: 4/1/2024

This box for OLCC use ONLY

Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?



OREGON LIQUOR & CANNABIS COMMISSION INDIVIDUAL HISTORY FORM

[PRINT FORM](#)[RESET FORM](#)

Item 7a.

1. Name (Print):	CHHAY Last	SEAN First	KONG Middle
2. Other names used (maiden, other):			
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes ☒ No ☐ If yes, you must list your SSN: [REDACTED]			
SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below. Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: ☒			
5. Date of Birth (DOB):	[REDACTED] (mm)	[REDACTED] (dd)	[REDACTED] (yyyy)
6. Driver License or State ID # [REDACTED]			7. State [REDACTED]
8. Contact Phone: (971) 459-9369			
9. E-mail Address: Sean_k_chhay@yahoo.com			
10. Mailing Address:	[REDACTED] (Number and Street) (City) (State) (Zip Code)		
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? No ☒ Yes ☐ (If yes, explain in the space provided, below) Unsure ☐ Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.			



OREGON LIQUOR & CANNABIS COMMISSION
INDIVIDUAL HISTORY FORM

Item 7a.

12. Do you, or any entity that you are a part of, **currently hold** or **have you previously held** a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No ☒ Yes ☐ Please list licenses (and year(s) licensed) below Unsure ☐ Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No ☒ Yes ☐ Please list licenses (and year(s) licensed) below Unsure ☐ Please include an explanation:

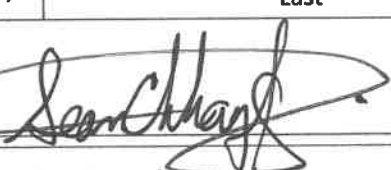
14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No ☒ Yes ☐ Please list applications below Unsure ☐ Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, **may not** sign your form.

Affirmation

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	CHHAY	SEAN	KONG
	Last	First	Middle
Signature:			Date: 4-1-2024

This box for OLCC use ONLY

Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Recorder Jakob Wiley

Agenda Date: 05/15/2024

SUBJECT:

Resolution 24-08, Referring the Ban on Psilocybin Businesses to the Voters by Adopting a Ballot Title and Explanatory Statement

STAFF RECOMMENDATION:

Staff recommends passage of Resolution 24-08 to complete the process started with Ordinance 23-1009.

EXECUTIVE SUMMARY:

Local governments may adopt ordinances that prohibit the Oregon Health Authority from issuing psilocybin service centers and/or manufacturing licenses within their jurisdiction.

The process for banning psilocybin businesses has two steps. First, an ordinance prohibiting psilocybin service centers and/or manufacturing is adopted by a local government. Next, the prohibition must be referred to the voters at the next general election. The City completed the first step on October 18, 2024. Resolution 24-08 would adopt a Ballot Title and Explanatory Statement for this referral to the voters to complete this process.

The November 5, 2024 filing period with Clackamas County Elections opens June 5, 2024.

BACKGROUND:

In November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacture, delivery, and administration of psilocybin at licensed facilities. ORS 475A.718 provides that a city governing body may adopt an ordinance to be referred to the electors of the city at the next statewide general election prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the jurisdiction of the city.

The City Commission approved Ordinance 23-1009 on October 18, 2023 and which took effect November 17, 2023. After its passage, the staff notified the Oregon Health Authority, which confirmed receipt on October 25, 2023.

Upon receiving notice of an adopted ordinance, OHA will not issue licenses to those premises to which the prohibition applies until the date of the next statewide general election.

If the ordinance is not approved by voters in the next general election, OHA will then begin licensing those psilocybin businesses that meet the criteria established in statute and rule on the first business day of the January immediately following the date of the next statewide general election.

OPTIONS:

1. Approve Resolution 24-08 and refer the psilocybin business ban to the voters
2. Approve Resolution 24-08 with amendments
3. Do not approve Resolution 24-08 and provide staff with direction

RESOLUTION NO. 24-08

A RESOLUTION ADOPTING A BALLOT TITLE AND EXPLANATORY STATEMENT FOR A BAN ON PSILOCYBIN SERVICE CENTERS AND THE MANUFACTURE OF PSILOCYBIN PRODUCTS

WHEREAS, in November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacture, delivery and administration of psilocybin at licensed facilities; and

WHEREAS, ORS 475A.235 provides that the Oregon Health Authority will regulate the manufacturing, transportation, delivery, sale and purchase of psilocybin products and the provision of psilocybin services in the state; and

WHEREAS, ORS 475A.718 provides that a city council may adopt an ordinance to be referred to the electors of the city prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the jurisdiction of the city; and

WHEREAS, the City Commission adopted Ordinance No. 23-1009 at the October 18, 2023 regular meeting, which adopted a ban on psilocybin service centers and manufacturing psilocybin products in Oregon City; and

WHEREAS, ORS 475A.718(2) provides that after the adoption of an ordinance under that section, the governing body refers the measure at the next statewide general election (in this case November 5, 2024); and

WHEREAS, the City Council seeks to refer to the voters of Oregon City the question of whether to establish a ban on state-licensed psilocybin product manufacturers and psilocybin service centers within the city's jurisdictional boundaries.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. An election is called in and for the City of Oregon City, to be held Tuesday, November 5, 2024. The Clackamas County Clerk shall conduct the election.

Section 2. At that election, voters shall decide whether to ban psilocybin service centers and ban the manufacturing of psilocybin products in Oregon City.

Section 3. The City Commission adopts the ballot title attached to this resolution as Exhibit A and directs the City Manager to file the ballot title with the City Recorder.

Section 4. The City Commission adopts the explanatory statement attached to this resolution as Exhibit B and directs the City Manager to file the ballot title with the City Recorder.

Section 4. The City Commission directs the City Recorder to take all actions necessary to hold the election, including publication of the notice of receipt of the ballot title.

Section 5. This resolution shall take effect immediately upon its adoption by the City Commission.

Approved and adopted at a regular meeting of the City Commission held on the 15th day of May 2024.

DENYSE C. MCGRUFF
Mayor

Attested to this 15th day of May 2024:

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

Resolution 24-08 – Exhibit A**Ballot Title****PROHIBITS PSILOCYBIN-RELATED BUSINESSES WITHIN OREGON CITY**

CAPTION	PROHIBITS PSILOCYBIN-RELATED BUSINESSES WITHIN OREGON CITY
QUESTION	Shall Oregon City prohibit psilocybin-related service centers and manufacturing in Oregon City?
SUMMARY	In November 2020, Oregon voters passed Ballot Measure 109, which allows the manufacture, delivery and administration of psilocybin at licensed facilities within the state. However, state law also provides that a city government may adopt an ordinance to be referred to the voters to prohibit the establishment of any of those registered or licensed activities in that city. Approval of this measure would prohibit the establishment of psilocybin product manufacturers and psilocybin service center operators within the area subject to the jurisdiction of the city.

Resolution 24-08 – Exhibit B

Explanatory Statement

Approval of this measure would prohibit the establishment and operation of psilocybin-related businesses within Oregon City.

Ballot Measure 109, passed in 2020, allows the manufacture, delivery, and administration of psilocybin at licensed facilities within the state. State law allows local governments to adopt an ordinance prohibiting the establishment of psilocybin related businesses within the city, but the council must refer the ordinance to the voters at a statewide general election. The Oregon City Commission has adopted an ordinance prohibiting the establishment of psilocybin-related businesses within the city and, as a result, has referred this measure to the voters. If approved, this measure would prohibit psilocybin-related businesses within the city.

ORDINANCE NO. 23-1009

AN ORDINANCE OF THE CITY OF OREGON CITY DECLARING A BAN ON PSILOCYBIN SERVICE CENTERS AND THE MANUFACTURING OF PSILOCYBIN PRODUCTS WITHIN THE CITY LIMITS OF OREGON CITY

WHEREAS, in November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacture, delivery, and administration of psilocybin at licensed facilities; and

WHEREAS, psilocybin and psilocybin-containing mushrooms remain illegal under federal regulations; and

WHEREAS, ORS 475A.235 provides that the Oregon Health Authority will regulate the manufacturing, transportation, delivery, sale, and purchase of psilocybin products and the provision of psilocybin services in the state; and

WHEREAS, the Oregon Health Authority will implement the state's psilocybin regulatory program and processing of psilocybin-related licenses; and

WHEREAS, ORS 475A.718 provides that a city governing body may adopt an ordinance to be referred to the electors of the city at the next statewide general election prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the jurisdiction of the city; and

WHEREAS, adoption of Ordinance No. 23-1009 shall be forwarded to the Oregon Health Authority and upon receiving the Ordinance, the Oregon Health Authority will discontinue licensing psilocybin services centers and manufacturing related facilities in the City of Oregon City until the prohibition is put to a vote of the electors of Oregon City on November 5th, 2024; and

WHEREAS, the City Commission of Oregon City finds that prohibiting psilocybin product manufacturing and psilocybin service centers within the city limits of Oregon City will allow for the city to potentially adopt reasonable time, place, and manner regulations on the operation of psilocybin facilities that are in the best interest of the health, safety, and welfare of the people of Oregon City.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The establishment of psilocybin manufacturers, licensed under ORS 475A.290, and psilocybin service centers, licensed under ORS 475A.305, is prohibited in the City of Oregon City.

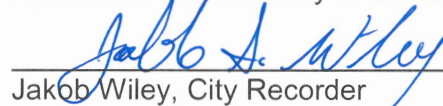
Section 2. The City of Oregon City shall submit a measure to the electors of the City of Oregon City for their consideration at the next statewide general election, which is November 5th, 2024.

Read for the first time at a regular meeting of the City Commission held on the 4th day of October, and the City Commission finally enacted the foregoing ordinance this 18th day of October, 2023.



DENYSE C. MCGRIFF
Mayor

Attested to this 18th day of October, 2023



Jakob Wiley, City Recorder

Approved as to legal sufficiency:



City Attorney



CITY OF OREGON CITY

Staff Report

13895 Fir Street
Oregon City, OR 97045
503-657-0891

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

Agenda Date: 05/15/2024

SUBJECT:

Resolution No. 24-15, Declaring an Emergency and Temporarily Exempting the Construction Activities in 7th Street Right-of-Way and Travel Lanes Associated with SP 18-118 Harrison Street Apartment Development Project from the Prohibition Against Unlawful Noises

STAFF RECOMMENDATION:

Approve Resolution No. 24-15, Declaring an Emergency and Temporarily Exempting the Construction Activities in 7th Street Right-of-Way and Travel Lanes Associated with SP 18-118 Harrison Street Apartment Development Project from the Prohibition Against Unlawful Noises.

EXECUTIVE SUMMARY:

The City approved land use file SP 18-118, the proposed Harrison Street Apartment Development Project (Project) located at the corner of Harrison and 7th Street, at 641 Harrison Street. The Project involves paving over trench patches (resulting from installation of new sanitary sewer and stormwater service lines). The proposed construction on 7th Street must occur at night, as day construction would cause excessive traffic delays on 7th Street (a heavily traveled street). Because of this, the contractor is requesting a noise variance to complete this work during night hours.

BACKGROUND:

The proposed Harrison Street Apartment Development (Project), located at 641 Harrison Street (at the corner of Harrison and 7th Street) was approved under land use file SP 18-118. This development installed new sanitary sewer and storm services lines, to support the new apartments. Paving must occur over the resulting trench patches from the installation of the utilities in 7th Street. This construction (within the right-of-way on 7th Street) will impact two-way traffic within 7th Street, a heavily traveled street. Day construction (from 8:00 PM to 5:00 AM) during high-traffic hours for 7th Street would cause excessive traffic delays. Therefore, this Project requires construction to occur outside typical construction hours (between the hours of six p.m. and seven a.m.). Per

Oregon City Municipal Code Section (OCMC) 9.12.023, construction between the hours of six p.m. and seven a.m., Monday through Friday; and between six p.m. and nine a.m. on Saturday and Sunday is prohibited in residentially zoned neighborhoods. The zoning on the south side of this Project is R-3.5 residential. For this reason, the contractor is requesting a noise exemption to accomplish the paving work.

The work on 7th Street is anticipated for a period of two (2) nights, with a work window between May 15, 2024 and June 1, 2024 (to account for bad weather). Construction will take place on 7th Street, between Harrison Street and Jackson Street, during the hours of 8:00 p.m. to 5:00 a.m., which is outside typical high-traffic hours. The increased noise and disruption during the night will impact residentially zoned areas around the development property but avoid excessive traffic delays on 7th Street which would result from day construction.

Staff reviewed the proposed traffic control plan, provided by the contractor, and concluded that night work would be more appropriate due to the high traffic counts during the day on 7th Street. Per Oregon City Municipal Code (OCMC) 2.52.020, “emergencies” include “utility or transportation emergencies.” OCMC 2.52.040 (L) authorizes the City, in cases of emergency, to “order such other measures as are necessary for the protection of life or property, or for the recovery from the emergency.” Resolution No. 24-15 will allow work on a temporary emergency basis to facilitate safe construction and support the safety of construction personnel and the traveling public in 7th Street. For this reason, staff recommend approval of this request and resolution.

OPTIONS:

1. Approve Resolution No. 24-16, as requested.
2. Approve Resolution No. 24-16, with specific modifications.
3. Deny Resolution No. 24-16. If the Commission chooses to deny the Resolution, staff requests direction on how to proceed.

RESOLUTION NO. 24-15**A RESOLUTION DECLARING AN EMERGENCY AND TEMPORARILY EXEMPTING THE CONSTRUCTION ACTIVITIES IN 7TH STREET RIGHT-OF-WAY AND TRAVEL LANES ASSOCIATED WITH SP 18-118, HARRISON STREET APARTMENT DEVELOPMENT PROJECT, FROM THE PROHIBITION AGAINST UNLAWFUL NOISES**

WHEREAS, Oregon City Municipal Code (OCMC) 2.52.020 defines “emergencies” to include “utility or transportation emergencies”; and

WHEREAS, OCMC 2.52.040(L) authorizes the City, in cases of emergency to “order such other measures as are necessary for the protection of life or property, or for the recovery from the emergency”; and

WHEREAS, the City would be acting in the best public interest by facilitating the completion of paving activities associated with SP 18-118 Harrison Street Apartment Development (“Project”) and within the 7th Street travel lanes; and

WHEREAS, the Project construction activities within the 7th Street travel lanes will be limited to two nights; and

WHEREAS, transportation in the vicinity of the Project is vital to the community, and completing the needed work at night is vital to the economic and mobility interests of the City; and

WHEREAS, OCMC 9.12.023(E) declares the construction, demolition, alteration or repair of any building or the excavation of any streets and highways in a residentially zoned neighborhood between the hours of six p.m. and seven a.m., Monday through Friday; and between six p.m. and nine a.m. on Saturday and Sunday to be a violation.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission declares an emergency, limited to paving activities associated with SP 18-118 Harrison Street Apartment Development (“Project”), as shown in the map (**Exhibit A**) to this resolution. Consistent with OCMC 2.52.070 and, by this resolution, the Commission declares an emergency from May 15, 2024, at 6:00 PM to June 1, 2024, at 9:00 AM.

Section 2. Based on the emergency identified above, the City Commission grants the construction activities in 7th Street rights-of way-exemption from Section 9.12.020 of the Oregon City Municipal Code for the completion of paving activities associated with the Project and affecting the 7th Street traffic, for two nights during the period identified above in Section 1 of this resolution.

Section 3. This resolution shall take effect immediately upon its adoption by the City Commission.

Section 4. The City Commission hereby directs the City Manager and City staff to undertake all appropriate and practical measures to lessen the impacts of night-time work on City residents and businesses as authorized by this resolution.

Section 5. The City Commission adopts these procedures to prevent, minimize, respond to, or recover from the emergency consistent with OCMC 2.52.040.

Approved and adopted at a regular meeting of the City Commission held on the 15th day of May, 2024.

Denyse McGriff, Mayor

Attested to this 15h Day of May, 2024

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

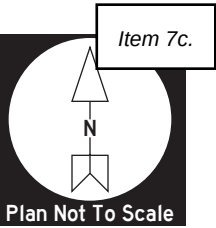
City Attorney

Notes

1. Flaggers shall give northwestbound 7th St traffic priority to prevent queuing back to lit intersection
2. Flaggers shall assist pedestrians through flagged intersections
3. Flaggers shall have light plants during non-daylight hours and maintain high levels of visibility at all times
4. Traffic control devices shall not encroach into the adjacent lane
5. Cone spacing at 25 MPH | Taper = 20' | Tangent = 20' | Corner/Access/Bike/Ped = 10'
6. All traffic control shall adhere to current MUTCD & OTTCH guidelines
7. Adjust to field conditions

Equipment List

- 5 Road Work Ahead
- 5 Be Prepared to Stop
- 5 Flagger Ahead
- 1 Type II - Sidewalk Closed Ahead Cross Here (←)
- 1 Type II - Sidewalk Closed Ahead Cross Here (→)
- 2 Type II - Sidewalk Closed
- 40 28" Cones
- 4 Flaggers with Radios
- 4 Light Plants



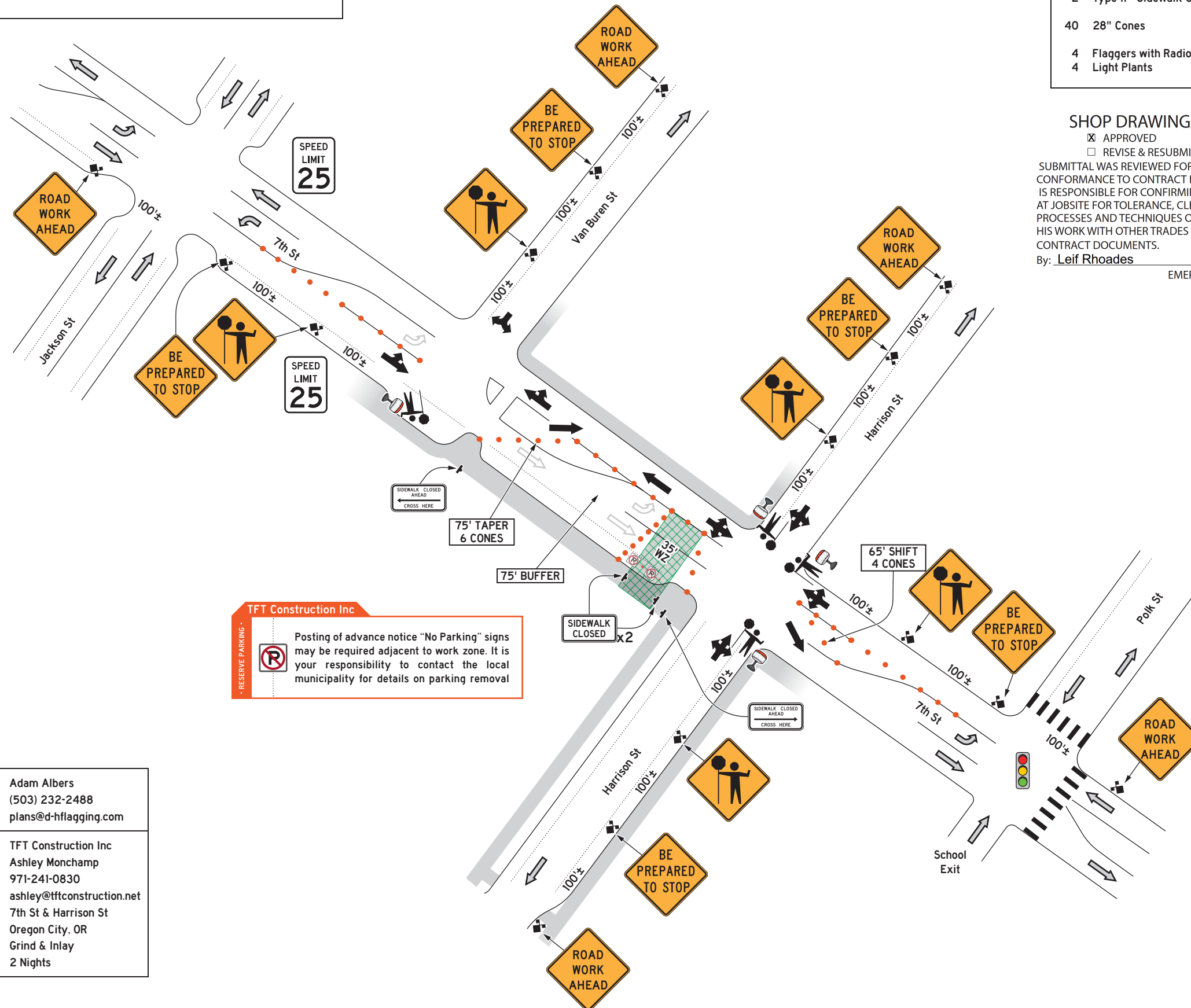
SHOP DRAWING/SUBMITTAL REVIEW

☒ APPROVED ☐ APPROVED AS NOTED
☐ REVISE & RESUBMIT ☐ REJECTED

SUBMITTAL WAS REVIEWED FOR DESIGN CONFORMITY AND GENERAL CONFORMANCE TO CONTRACT DOCUMENTS ONLY. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING AND CORRELATING DIMENSIONS AT JOBSITE FOR TOLERANCE, CLEARANCE, QUANTITIES, FABRICATION PROCESSES AND TECHNIQUES OF CONSTRUCTION. COORDINATION OF HIS WORK WITH OTHER TRADES AND FULL COMPLIANCE WITH CONTRACT DOCUMENTS.

By: Leif Rhoades Date: 4/19/2024
EMERIO DESIGN

OC Approved 4-29-2024



TFT Construction Inc

Posting of advance notice "No Parking" signs may be required adjacent to work zone. It is your responsibility to contact the local municipality for details on parking removal

Legend

- Type II Barricade
- 48" x 48" Signs w/ Flags
- 28" Cones
- Parking Lane
- Work Zone
- 20' Reserved Parking
- Light Plant
- Flagger



D&H FLAGGING
- WOMEN OWNED BUSINESS -

D&H PLAN #11883-1
March 25, 2024

Prepared By: Adam Albers
Office: (503) 232-2488
Email: plans@d-hflagging.com

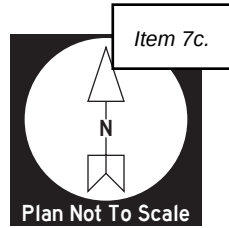
Contractor: TFT Construction Inc
Contact Person: Ashley Monchamp
Phone: 971-241-0830
Email: ashley@tftconstruction.net
Job Location: 7th St & Harrison St
City, State: Oregon City, OR
Type of Work: Grind & Inlay
Job Duration: 2 Nights

Notes

1. Flaggers shall give northwestbound 7th St traffic priority to prevent queuing back to lit intersection
2. Flaggers shall assist pedestrians through flagged intersections
3. Flaggers shall have light plants during non-daylight hours and maintain high levels of visibility at all times
4. Traffic control devices shall not encroach into the adjacent lane
5. Cone spacing at 25 MPH | Taper = 20' | Tangent = 20' | Corner/Access/Bike/Ped = 10'
6. All traffic control shall adhere to current MUTCD & OTTC guidelines
7. Adjust to field conditions

Equipment List

- 6 Road Work Ahead
- 5 Be Prepared to Stop
- 5 Flagger Ahead
- 1 Type II - Sidewalk Closed Ahead Cross Here (←)
- 1 Type II - Sidewalk Closed Ahead Cross Here (→)
- 2 Type II - Sidewalk Closed
- 40 28" Cones
- 4 Flaggers with Radios
- 4 Light Plants

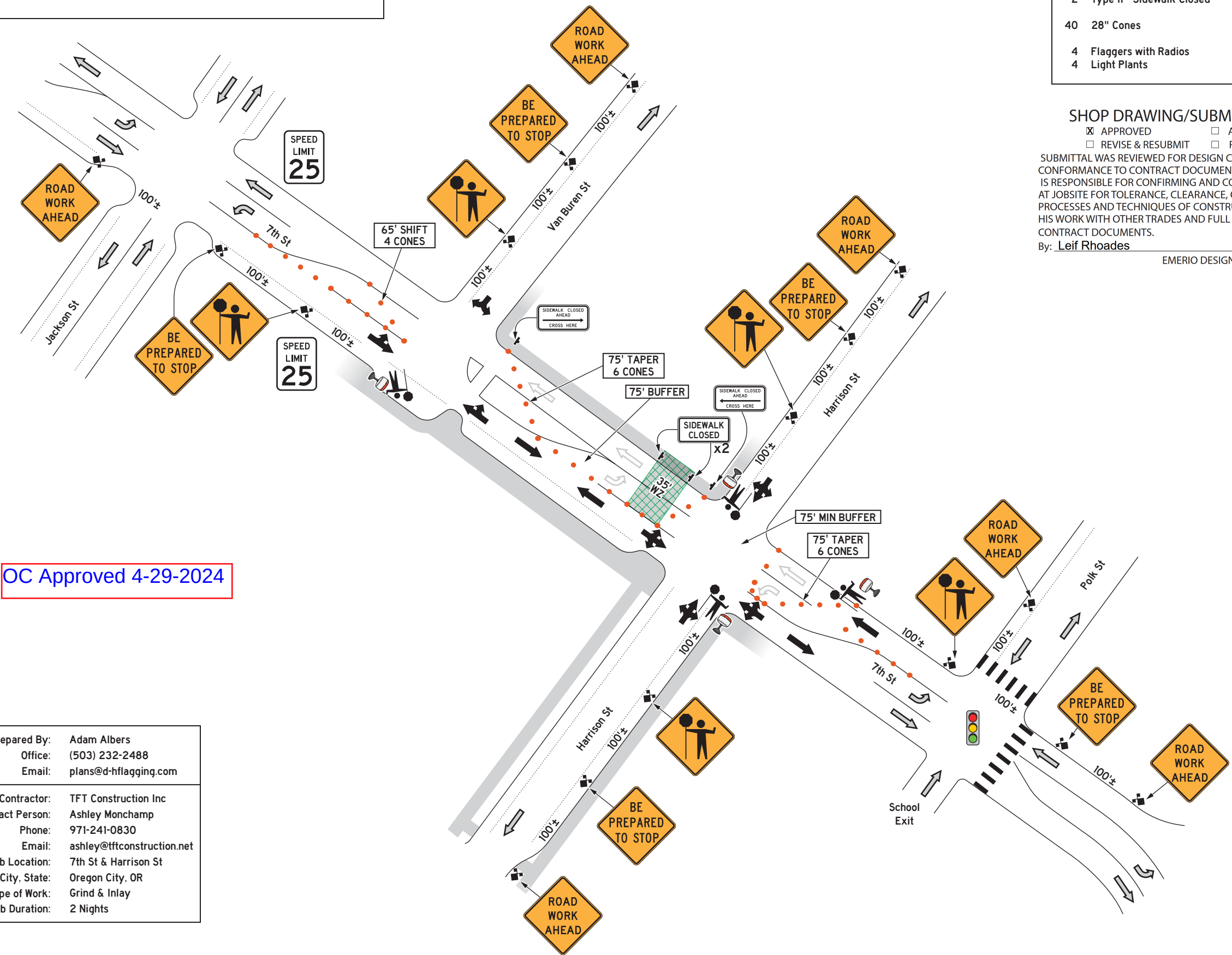


SHOP DRAWING/SUBMITTAL REVIEW

- ☒ APPROVED ☐ APPROVED AS NOTED
☐ REVISE & RESUBMIT ☐ REJECTED

SUBMITTAL WAS REVIEWED FOR DESIGN CONFORMITY AND GENERAL CONFORMANCE TO CONTRACT DOCUMENTS ONLY. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING AND CORRELATING DIMENSIONS AT JOBSITE FOR TOLERANCE, CLEARANCE, QUANTITIES, FABRICATION PROCESSES AND TECHNIQUES OF CONSTRUCTION. COORDINATION OF HIS WORK WITH OTHER TRADES AND FULL COMPLIANCE WITH CONTRACT DOCUMENTS.

By: Leif Rhoades Date: 4/19/2024
EMERIO DESIGN



OC Approved 4-29-2024

Legend

- Type II Barricade
- 48" x 48" Signs w/ Flags
- 28" Cones
- Parking Lane
- Work Zone
- Light Plant
- Flagger



D&H PLAN #11883-2
March 25, 2024

Prepared By: Adam Albers
Office: (503) 232-2488
Email: plans@d-hflagging.com
Contractor: TFT Construction Inc
Contact Person: Ashley Monchamp
Phone: 971-241-0830
Email: ashley@tftconstruction.net
Job Location: 7th St & Harrison St
City, State: Oregon City, OR
Type of Work: Grind & Inlay
Job Duration: 2 Nights





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: 05/15/2024

SUBJECT:

Resolution No. 24-16 rescinding Resolution 24-14 and adopting a Distinct Sewer Billing Methodology for Large Institutional Customers Served by Oregon City's Sanitary Sewer Collection System.

STAFF RECOMMENDATION:

Adopt Resolution No. 24-16 updating a distinct sewer billing methodology (Resolution 14-08) for large (100 acres and larger) institutional customers serviced by Oregon City's sanitary sewer collection system.

EXECUTIVE SUMMARY:

On May 1, 2024 staff submitted a Resolution 24-14 for Commission approval and the Resolution mistakenly included the month of August as the annual effective month. The correct annual effective month is June. The City Commission approved the May 1 submittal and as such, Resolution 24-16 corrects that error by rescinding Resolution 24-14 and corrects the effective month to June.

As submitted on May 1, 2024, this update is to further refine the methodology to better account for CCC water and sewer usage and acknowledge the significant difference in summertime water consumption that if left unaccounted for, will mean unjust sewer service charges.

BACKGROUND:

In 1966 (through the adoption of ordinances 1598 and 1599), the City of Oregon City began charging a "sewer user" fee of \$1/month for residential customers in addition to the monthly water charge. For non-residential customers, the "sewer user" fee was 35% of the monthly water charge. No distinction was given for the "sewer user" fee between domestic water meters and separate irrigation meters.

Since 1966 the City has adopted several water and sewer rate adjustments and currently, the City of Oregon City has several non-residential utility customers that have

both a domestic water meter and an irrigation meter. The wastewater charge assessed to these customers is then based on the domestic water consumption only, while no wastewater charge is assessed to the customers for their irrigation meter usage. Not charging a wastewater fee on irrigation meters is an industry-wide standard as irrigation water is not collected in the public sewer system nor is it treated at the Tri-City Wastewater Treatment Plant. Typically, longstanding non-residential customers have either converted over to a two-meter system (domestic and irrigation) or when the cost of a separate irrigation distribution system is considered too much effort they have accepted the extra sewer charge, paying the sewer charges based on the entire recorded use of both domestic and irrigation water.

Oregon City has one longstanding large (100 acre or greater) institutional customer. This customer's water distribution system was built before the City's requirement for domestic and irrigation systems. This customer is unique for Oregon City in that the site is large, served by two large meters, and its piping system including private hydrants and a variety of private domestic and irrigation connections is privately owned and maintained. Historically the City has reduced the sewer charges for this unique customer in the summer months through what we believe to be an undocumented but City Commission authorized usage adjustment based on winter water consumption.

Because the historic practice of reducing the summer sewer charge is consistent with the City's decision to not charge sewer fees for irrigation water consumption, and because this longstanding large (100 acres or greater) institutional customer is unique in size, land use, and distribution system complexity, and because the City has no documentation authorizing the practice of not charging a sewer fee on irrigation meters, Resolution 14-08 was presented and approved by the Commission.

Concerning our longstanding practices, future new non-residential development that is not considered "large" or "institutionally zoned", and that also has landscape and irrigation requirements, will be encouraged to install both a domestic meter and a separate irrigation meter or they will pay for the sewer charge based on the amount of their water consumption. Residential sewer rates are already based on wintertime water consumption.

Resolution 14-08, utilized 5 months (Jan, Feb, March, April, November, and December) of wetter weather (no or less irrigation) along with a five-year history of looking back to establish the summer monthly water average water use to calculate the monthly sewer bill for August, September, and October. Since the adoption of Resolution 14-08, CCC has completed a wide range of building, parking lot, and landscape projects that impact their irrigation season water usage. City utility billing records validate that updating the distinct methodology for calculating the monthly sewer service rate for large (100 acres or greater) institutional-zoned customers reduces the number of winter months used to calculate the monthly average and increases the number of months where the summer monthly average is applied.

Resolution 24-16 corrects and updates the 2014 Resolution in that it:

- 1) Uses winter water consumption recorded during January, February, March, April, November, and December to establish the sewer rates for each of these months.
- 2) Uses three years of monthly winter month usage (meter reads) to establish the average water consumption to be used in calculating the sewer rate for June, July, August, September, and October.
- 3) Changes the methodology from using 5 years of utility billing history to 3 years.
- 4) Changes the methodology from using the highest annual average to an average of the 3 years of 5 winter months of data collected.
- 5) Establishes the months of highest wet weather water consumption records used in the billing calculation and includes new effective months beginning in the June utility billing cycle and ending after the October utility billing cycle.

OPTIONS:

1. Authorize the Mayor to execute Resolution 24-16.
2. Authorize the Mayor to execute Resolution 24-16 with specific modifications.
3. Deny Resolution 24-16. If the Commission chooses to deny the Resolution, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: Estimated to result in \$36,900/year less in sewer fund revenue. Revenue from this unique customer based on last year's consumption totaled \$62,528. With the adoption of Resolution 24-16 the annual revenue would be \$25,657.

FY(s): Annually

Funding Source(s): Sewer Fund

RESOLUTION NO. 24-16

A RESOLUTION RESCINDING RESOLUTION 24-14 AND UPDATING RESOLUTION 14-08 A DISTINCT SEWER BILLING METHODOLOGY FOR LARGE (100 ACRES OR GREATER) INSTITUTIONAL ZONED CUSTOMERS SERVED BY OREGON CITY'S SANITARY SEWER COLLECTION SYSTEM

WHEREAS, the Oregon City Municipal Code establishes the setting of sanitary sewer charges in the City by resolution;

WHEREAS, sewer connection charges, as set by state law, are to be "just and equitable" and shall consider "the strength, volume, types and delivery flow rate characters of the waste, the nature, location and type of treatment works; the receiving waters; and such other facts as deemed necessary;"

WHEREAS, currently, the sewer charges in Oregon City are allocated based on metered water consumption and were most recently established in Resolution No. 09-16;

WHEREAS, the methodology established in Resolution No. 09-16 does not accurately capture the water usage of some large-institutional zoned uses, such as Clackamas Community College, whose water consumption during the dry season is high due to irrigation application and are paying more for sanitary sewer services than the actual amount of water discharged into the sewer system; and

WHEREAS, none of the irrigation water is collected in the public sewer system, nor is it treated at the Tri-City Wastewater Treatment Plant, yet large users without separate irrigation meters are currently charged for sewer service for the full volume of water delivered through City water meters which is not a fair representation of the volume discharged to the sanitary sewer.

WHEREAS, in 2014 the Commission adopted Resolution 14-08 creating a distinct sewer billing methodology for large institutional zoned customers served by Oregon City's Sanitary sewer collection system.

WHEREAS, since 2014 the Community Collage has completed several site improvements that further change the volume of water needed for the site, and the Utility Billing records further document water consumption rates that support a methodology update.

WHEREAS, on May 1, 2024 the City Commission adopted Resolution 24-14 providing that this updated methodology for monthly sewer service would take effect annually with the August billing cycle which was incorrect; the correct approach, as specified in the methodology, will be for the revised consumption rates to take effect on the June billing cycle.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

The Commission rescinds Resolution 24-14 and replaces it with Resolution 24-16.

The City hereby establishes a distinct methodology for calculating the monthly sewer service rate for large (100 acres or greater) institutional zoned irrigation users occupying property greater than 100 acres, such as Clackamas Community College, as follows:

During the months of January, February, March, April, May, November, and December the sewer charges will be based on the actual water consumption recorded by meter readings collected and representative for those months. An example 3-year history of a monthly meter reading record for a large-institutionally zoned property is shown in Exhibit A.

During the months of June, July, August, September, and October the sewer charges will be based on water consumption in an amount not to exceed the average monthly water consumption records for the most recent three-year period for January, February, March, April, November, and December.

- a) Monthly billing is generally estimated to encompass a full 30 days but may not necessarily be specific to the first or last day of the month. The intent is to not dictate that meters need to be read on any exact schedule but to more generally encompass a month of water supply. Monthly meter readings also track one month behind the actual month of consumption as reflected in the monthly utility bill and as shown in **Exhibit A**, an example of 3-year history of monthly meter recording records.

The highest of the average monthly wet weather water consumption records for the most recent three-year period for the months of January, February, March, April, November, and December shall be calculated annually and will take effect beginning with the June utility billing cycle and end after the October utility billing cycle.

Adopted, signed, and approved this 15th day of May, 2024.

DENISE MCGRUFF, Mayor

Attested to this 15th day of May, 2024

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

EXHIBIT A

Clackamas Community College Water Consumption Data (3 Years)*												
Year	January	February	March	April	May	June	July	August	September	October	November	December
2023	353	355	599	562	927	2,240	5,379	5,802	6,530	3,243	1,016	474
2022	486	260	338	320	740	679	1,071	3,220	6,828	4,344	2,680	566
2021	49	110	723	295	679	1,887	4,454	4,361	6,227	3,079	468	382
Total	888	725	1,660	1,177	2,346	4,806	10,904	13,383	19,585	10,666	4,164	1,422
3 year winter month average 558 * consumption data is listed in units of CCF for accounts '03-480410-01' and '03-792206-01' ** bold font represents the months included in the determination of the the average monthly water consumption records for the most recent 3 year period shaded box represents the average monthly water consumption records for the most recent 3 year period												

RESOLUTION NO. 24-~~14~~16

**A RESOLUTION RESCINDING RESOLUTION 24-14 AND UPDATING RESOLUTION 14-08 A
DISTINCT SEWER BILLING METHODOLOGY FOR LARGE (100 ACRES OR GREATER)
INSTITUTIONAL ZONED CUSTOMERS SERVED BY OREGON CITY'S SANITARY SEWER
COLLECTION SYSTEM**

WHEREAS, the Oregon City Municipal Code establishes the setting of sanitary sewer charges in the City by resolution;

WHEREAS, sewer connection charges, as set by state law, are to be "just and equitable" and shall consider "the strength, volume, types and delivery flow rate characters of the waste, the nature, location and type of treatment works; the receiving waters; and such other facts as deemed necessary;"

WHEREAS, currently, the sewer charges in Oregon City are allocated based on metered water consumption and were most recently established in Resolution No. 09-16;

WHEREAS, the methodology established in Resolution No. 09-16 does not accurately capture the water usage of some large-institutional zoned uses, such as Clackamas Community College, whose water consumption during the dry season is high due to irrigation application and are paying more for sanitary sewer services than the actual amount of water discharged into the sewer system; and

WHEREAS, none of the irrigation water is collected in the public sewer system, nor is it treated at the Tri-City Wastewater Treatment Plant, yet large users without separate irrigation meters are currently charged for sewer service for the full volume of water delivered through City water meters which is not a fair representation of the volume discharged to the sanitary sewer.

WHEREAS, in 2014 the Commission adopted Resolution 14-08 creating a distinct sewer billing methodology for large institutional zoned customers served by Oregon City's Sanitary sewer collection system.

WHEREAS, since 2014 the Community Collage has completed several site improvements that further change the volume of water needed for the site, and the Utility Billing records further document water consumption rates that support a methodology update.

WHEREAS, on May 1, 2024 the Commission adopted Resolution 24-14 which included an annual effective month of August which should have been June.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

The Commission rescinds Resolution 24-14 and adopts Resolution 24-16 as final.

The City hereby establishes a distinct methodology for calculating the monthly sewer service rate for large (100 acres or greater) institutional zoned irrigation users occupying property greater than 100 acres, such as Clackamas Community College, as follows:

During the months of January, February, March, April, May, November, and December the

sewer charges will be based on the actual water consumption recorded by meter readings collected and representative for those months. An example 3-year history of a monthly meter reading record for a large-institutionally zoned property is shown in Exhibit A.

During the months of June, July, August, September, and October the sewer charges will be based on water consumption in an amount not to exceed the average monthly water consumption records for the most recent three-year period for January, February, March, April, November, and December.

- a) Monthly billing is generally estimated to encompass a full 30 days but may not necessarily be specific to the first or last day of the month. The intent is to not dictate that meters need to be read on any exact schedule but to more generally encompass a month of water supply. Monthly meter readings also track one month behind the actual month of consumption as reflected in the monthly utility bill and as shown in **Exhibit A**, an example of 3-year history of monthly meter recording records.

The highest of the average monthly wet weather water consumption records for the most recent three-year period for the months of January, February, March, April, November, and December shall be calculated annually and will take effect beginning with the ~~August~~June utility billing cycle and end after the October utility billing cycle.

Adopted, signed, and approved this ~~1st~~15th day of May, 2024.

DENISE MCGRUFF, Mayor

Attested to this ~~1st~~15th day of May, 2024

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney



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: 05/15/2024

SUBJECT:

Consider the Approval of an Intergovernmental Agreement (IGA) between the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) and Oregon City for provision of services associated with the Tribute to the 'Five Cayuse Men'.

STAFF RECOMMENDATION:

Approve and authorize the Mayor to execute the IGA between the CTUIR and the City of Oregon City, establishing agreement on all of the terms and conditions for the parties associated with the Tribute to the 'Five Cayuse Men'.

EXECUTIVE SUMMARY:

City Commission in 2021 set a goal to recognize and honor the five Cayuse ancestors who were executed in Oregon City on June 3, 1850, fulfilling historical promises made as far back as 1993 to memorialize the loss of the five native prisoners named Telakite, Tomahas, Clokomas, Isiaasheluckas and Kiamasumkin and referred to as the Cayuse Five. This project, in partnership with the CTUIR is seeking to honor the five Cayuse men who were unjustly taken into custody, charged, and hanged in Oregon City.

The choice for the Tribute location is within the McLoughlin Promenade adjacent to the existing path and near 2nd Street. The improvements consist of an ADA accessible soft path contained within basalt border stones matching the material and shapes of the promenade railing stones. Inside the soft path area includes 1 two-sided interpretive sign describing the historical background of the event and a large basalt memorial stone incorporating a bronze engraved plaque with a poem/prayer provided by the CTUIR.

This IGA establishes why the City and the CTUIR are constructing the project, how it was designed, services provided by the parties, how it will be funded, expectations for standard of care, and other agreement terms.

BACKGROUND:

The tribute design along with interpretive language to be used for the Tribute has been presented and approved by CTUIR and Confederated Tribes of the Grand Ronde (CTGR) boards to move forward.

The Tribute will be in the existing public park adjacent to the McLoughlin Promenade, a site suggested by the City of Oregon City and agreed upon by the CTUIR and CTGR. This site's proximity to the places where the five Cayuse men were detained, 'tried' and hanged is of great importance to the CTUIR.

The project will prioritize use of local, natural materials, as well as respect for existing natural landscape features. The elements listed above will be accessible from the promenade according to ADA standards.

Construction of the tribute has begun and is anticipated to be completed by May 31, 2024.

This IGA formalizes work already completed in good faith with the CTUIR necessary to get to this level of completion and goes on to affirm how the project will be funded, and what expectations the two agencies have for standard of care.

OPTIONS:

1. Authorize the Mayor to execute the Intergovernmental Agreement.
2. Authorize the Mayor to execute the Intergovernmental Agreement with specific modifications.
3. Deny the Intergovernmental Agreement. If the Commission chooses to deny the Agreement, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$150,000

FY(s): 24/25

Funding Source(s): General Fund

INTERGOVERNMENTAL AGREEMENT Tribute to the ‘Five Cayuse Men’

This Intergovernmental Agreement is made and entered into this 15th day of May, 2024, and is between the City of Oregon City (City), an Oregon municipal corporation organized under Oregon law, and the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), a federally-recognized Indian tribe, for the construction of a Tribute to the ‘Five Cayuse Men’ (Tribute).

RECITALS

WHEREAS, in 1847, a measles epidemic engulfed the Cayuse people. It was reported that in one Cayuse village, there was no one left to bury the dead. The same year, more than 4,000 overland immigrants bound for the Willamette Valley continued incursions through the Blue Mountain homeland of the Cayuse. Originally intended to serve the Cayuse people, the nearby Whitman's mission on the Walla Walla River had become an aid station to Oregon Trail immigrants. Rumors spread in the indigenous population that the missionaries and their guests planned to take Cayuse lands and that the Cayuse would be poisoned by the Whitmans; and

WHEREAS, nine Cayuse died from measles in the 24 hours leading up to the November 29, 1847 assault by a small group of Cayuse men on missionaries Marcus and Narcissa Whitman and 11 other men. They acted offensively to stop the disease among their people; to cease the immigration; and to end further deaths from Marcus Whitman's ineffective healing efforts on Natives; and

WHEREAS, in 1847, a volunteer Oregon militia was formed to hunt the Cayuse perpetrators and a Peace Commission was conducted. After years of indiscriminate slaying of Native people in Oregon, five Cayuse men volunteered to testify in 1850 about the killings. Instead, they were taken into custody by the U.S. Cavalry and taken to Oregon City, the newly established Territorial capital. Chained and imprisoned, they were charged with the murder of Marcus Whitman. They pleaded not guilty. Despite questions of jurisdiction, lack of evidence or eyewitness accounts, and laudable efforts by their defense attorney, they were found guilty. The judge denied motions for a new trial and the right to appeal and sentenced all five to be hanged. They were hanged and buried in unmarked grave(s) on June 3. The location of their grave(s) is unknown; and

WHEREAS, the Tribute to these ‘Five Cayuse Men’ seeks to honor the men who were unjustly taken into custody, charged, and hanged in Oregon City territory in 1850. The Tribute will be located in the existing public park adjacent to the McLoughlin Promenade, a site suggested by the City and agreed upon by the CTUIR. This site's proximity to the places where the five Cayuse men were detained, ‘tried’ and hanged is of great importance to the CTUIR; and

WHEREAS, the Tribute will be comprised of three (1, 2, 3) main elements and one (4) future phase element:

1. A large, locally sourced monument stone presenting a brass plaque with a tribal remembrance prayer provided by CTUIR; and
2. Interpretive panel(s) describing the historical background of the event and the names of the five Cayuse victims; and

1 - AGREEMENT

3. A small ADA Accessible path and gathering area; and
4. (Future Phase) Seating and gathering areas arranged to accommodate reflection and ceremony; and

WHEREAS, the CTUIR will prioritize use of local, natural materials, as well as respect for existing natural landscape features. Each of the four elements listed above will be accessible from the promenade according to ADA standards. The CTUIR will work with the City to ensure that the installation meets the City's design guidelines and enhances the existing public space.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements herein contained, the parties agree as follows:

AGREEMENT

1. TERM OF THE AGREEMENT

The initial term of this agreement shall commence on May 15, 2024 and will remain in effect while the Tribute to the Five Cayuse Men physically remains, unless either party gives written notice, as listed in Section 4 below.

Time is of the essence for both the City and the CTUIR in the performance of their obligations under this agreement.

2. PROVISION OF SERVICES

2.1. Services Provided by the CTUIR

- 2.1.1. The CTUIR will provide direction on the location and design of the Tribute.
- 2.1.2. The CTUIR will provide all text and imagery for signage, inscriptions, and plaques at the Tribute.
- 2.1.3. The final design of the Tribute shall be agreed upon by both the CTUIR and the City.
- 2.1.4. The CTUIR will provide direction to the City for how to address gifts or offerings left at the Tribute.
- 2.1.5. The CTUIR may conduct ceremonies at the Tribute with coordination from the City.
- 2.1.6. The CTUIR will work with the City to plan and carry out a groundbreaking and/or completion ceremony for the Tribute.
- 2.1.7. The CTUIR text for signage will include language reflecting gratitude to the City for its role in making the Tribute possible.
- 2.1.8. The CTUIR will bear its own costs related to conducting ceremonies at the Tribute with coordination from the City.

2.2. Services Provided by the City

- 2.2.1. The City will provide a location for the Tribute on the McLoughlin Promenade near 2nd Street.

2 - AGREEMENT

- 2.2.2. The City will provide a preliminary design of the Tribute for CTUIR approval. The preliminary design shall be based on direction from the CTUIR.
- 2.2.3. Once the preliminary design is approved by the CTUIR, the City will present the draft Tribute to the City Commission for initial approval.
- 2.2.4. Once initial authorization is provided by the City Commission, the City will send notice of the Tribute to adjacent property owners, the McLoughlin Neighborhood Association, Citizen Involvement Committee, the Confederated Tribe of the Grand Ronde, and any other person or agency who requests notice.
- 2.2.5. City will present the draft Tribute to the Parks and Recreation Advisory Committee for a recommendation and to the City Commission to seek authorization to submit for permits.
- 2.2.6. City will advance construction documents and submit for all land use permits, including but not limited to Historic Review Board and Site Plan and Design Review.
- 2.2.7. The final design of the Tribute shall be agreed upon by both the City and the CTUIR.
- 2.2.8. The City will provide the materials and construction services for the creation of the Tribute. The City will follow the City Codes relating to Oregon Procurement rules as outlined in ORS 279.
- 2.2.9. The City will retain ownership and provide full insurance coverage, and regular maintenance of the Tribute.
- 2.2.10. The City shall follow guidance of the CTUIR related to gifts or offerings left at the Tribute.
- 2.2.11. The City will work with the CTUIR to carry out a groundbreaking and/or completion ceremony for the Tribute.

3. PROJECT MANAGERS

The Project Managers and primary contacts designated to carry out the purposes of this agreement are the Director at Tamástslíkt Cultural Institute of the CTUIR and the Public Works Director of the City, or their designees. Either party may change its Project Manager by providing written notice of the change to the other party consistent with Section 16 below.

4. FUNDING

The City agrees to provide funding of \$150,000 toward construction of the Tribute. Phase I of the Tribute is anticipated to cost \$125,000 the balance of which (\$25,000) will remain committed for Phase II, whenever that occurs. The CTUIR and the City may provide additional funding as needed, including but not limited to services, grants, or philanthropic funding from *third parties*.

5. INTERAGENCY COMMUNICATIONS

The CTUIR and the City agree to meet periodically and may establish a joint staff working group to implement the terms of this agreement. Additionally, the City and the CTUIR agree to share information which may assist the parties in accomplishing the tasks set out in this agreement. The CTUIR and the City may agree upon additional procedures, protocols and understandings in order to carry out the terms of this agreement and enhance communication between the two entities by written, signed amendments to this agreement.

6. STANDARD OF CARE

3 - AGREEMENT

Services performed under this agreement shall be performed in compliance with applicable law and in a manner consistent with the Standard of Care the City employs for providing services to City customers. Either party has a right to audit the records of the other at reasonable times and upon reasonable notice. Each party shall carry out its money handling obligations and responsibilities under this contract in a manner consistent with generally accepted practices for units of local government in Oregon.

7. INDEMNITY/HOLD HARMLESS

To the extent permitted by the Constitution and laws of the State of Oregon applicable to units of local government and subject to their monetary limits of ORS 30.260 to 30.300, each party agrees to indemnify and hold harmless the other, the other's elected officials, officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action of any kind or character relating to this agreement, including the cost of defense thereof, including attorney fees arising in favor of any person on account of personal injury, death, or damage to property and arising out of or resulting from the negligence of the indemnitor, the indemnitor's employees, agents, contractors or representatives.

8. TERMINATION

This agreement may be terminated for convenience by either party upon thirty (30) days written notice prior to completion of the Tribute. This agreement may also be terminated by either party at any time upon the other party's default for failure to perform or comply with a material term of this agreement and its failure to cure or diligently commence cure of the breach within thirty (30) business days of the receipt of written notice of breach. If this agreement is terminated, either for convenience or for breach, the City shall transfer all design and construction information to the CTUIR within 30 days of being notified of the appropriate data file format. The City and the CTUIR will each pay half of the City's actual costs to transfer the design and construction information to CTUIR upon termination. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

9. FINAL AGREEMENT/BINDING EFFECT

This document contains all of the terms and conditions of the parties' agreement and supersedes all previous and contemporaneous agreements or understandings, whether oral or written. Any waiver or modification of the terms of this agreement must be in writing. This agreement shall be construed so that the singular shall include the plural and the plural shall include the singular. This agreement shall be binding upon the parties, their successors and assigns.

10. SEVERABILITY/SURVIVAL

If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. Any provisions concerning the limitation of liability or indemnity shall survive the termination of this agreement for any cause.

11. RELATIONSHIP OF PARTIES

4 - AGREEMENT

Each of the parties hereto is deemed an independent contractor for purposes of this Agreement. No representative, agent, employee, or contractor of one party shall be deemed to be an employee, agent, or contractor of any other party for any purpose. Nothing herein is intended, nor may it be construed, to create among the parties any relationship of principal and agent, partnership, joint venture, or any similar relationship, and each party hereby disclaims any such relationship.

12. INTERPRETATION OF AGREEMENT

All provisions of this agreement have been negotiated at arm's length. This agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision.

13. CONTRACTS

The City may use contractors where the City determines it convenient, feasible and efficient to do so. The City has sole authority to select its contractors and to manage its contracts but shall consult with the CTUIR prior to the selection of any contractors.

14. APPROVAL REQUIRED

This Agreement and all amendments to the written terms of this Agreement shall only be effective if approved by both the CTUIR Board of Trustees and the City Commissioners. Amendments related to costs of goods purchased or for services may be approved by the City's City Manager if the cost is within the authority allowed by applicable purchasing rules and/or ordinances of the approving party.

15. DISPUTE RESOLUTION

The Parties hereby agree that resolution of any and all disputes arising out of the terms of this Agreement or interpretation thereof shall follow a prescribed process beginning with negotiation and subsequently moving to mediation provided the dispute remains unresolved. If a dispute arises between the parties regarding this Agreement, the parties shall follow the dispute resolution provisions below.

- 15.1. **Written Notice.** A written notice regarding the dispute (Dispute Notice) shall be sent to the other party. The notice shall describe the dispute in sufficient detail to enable the other party to meaningfully respond.
- 15.2. **Negotiations.** Within thirty (30) days following receipt of the Dispute Notice, the parties to the dispute ("Disputing Parties") shall assign a representative to participate in good faith negotiations for a period not to exceed sixty (60) days after appointment of the representatives.
- 15.3. If after the sixty (60) day period of negotiation (or a period not to exceed ninety (90) days following the receipt date of the Dispute Notice), the dispute(s) cannot be resolved, the Disputing Parties agree to submit the matter to non-binding mediation. The Disputing Parties shall attempt to agree on a mediator in a period not to exceed one hundred twenty (120) days following the receipt date of the Dispute Notice and proceed accordingly.

5 - AGREEMENT

15.4. If mediation is unsuccessful in resolving the dispute, the Disputing Parties may pursue any other remedies available at law.

15.5. Nothing in this subsection shall be deemed a waiver of the sovereign immunity of the CTUIR in any form.

16. NOTICES

Any notices required by this agreement must be in writing and sent to the representatives listed below:

CTUIR: Bobbie Conner
Director, Tamástslikt Cultural Institute
47106 Wildhorse Boulevard
Pendleton, OR 97801
Tel: 541-429-7709

City: John Lewis
Public Works Director
13895 Fir Street
Oregon City, OR 97045
Tel: 503-496-1545

IN WITNESS WHEREOF, the parties have, pursuant to official action of their respective governing bodies, duly authorizing the same, caused their respective officers to execute this instrument on their behalf.

WHEREAS, all the aforementioned is hereby agreed upon by the City and the CTUIR and executed by the duly authorized signatures below:

DATED this _____ day of _____, 2024.

CONFEDERATED TRIBES OF THE UMATILLA
INDIAN RESERVATION

CITY OF OREGON CITY

Gary I Burke
Executive Director

Denyse C. McGriff
Oregon City Mayor

ATTESTED:

ATTESTED:

6 - AGREEMENT



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Finance Director Matt Zook

Agenda Date: 5/15/2024

SUBJECT:

Approval of Pro Tem Judges

STAFF RECOMMENDATION:

Approve Daniel Woram, Rod Grafe, Bruce Shepley and Cierra Brown as Pro Tem Judges

EXECUTIVE SUMMARY:

On October 6, 2021, Oregon City Commission approved the employment agreement of Amy Lindgren as Municipal Court Judge, effective November 1, 2021. Judge Lindgren has actively engaged in the Oregon City Municipal Court operations and services. An important component of this process is the selection of Pro Tem Judges. Judge Lindgren presents the Commission with the list of four qualified candidates – Daniel Woram, Rod Grafe, Bruce Shepley, and Cierra Brown. Attached to this staff report is a memo directly from Judge Lindgren regarding these candidates explaining the transition out of current Pro Tem Judge Richard Oberdorfer and the addition of Bruce Shepley and Cierra Brown.

BACKGROUND:

In accordance with Section 7 of the Employment Agreement between the City of Oregon City and Amy Lindgren, the Judge shall be responsible to arrange for a Pro Tem Judge if Judge is unable to perform Judge's regular duties for any reason. The use and selection of Pro Tem Judges shall be selected from a list of qualified candidates and approved by the City Commission. The City will be responsible for employing and paying for such Judge Pro Tem services.

OPTIONS:

1. Approve the Judge's selection of candidates as proposed.
2. Deny the Judge's selection in part or full

BUDGET IMPACT:

Amount: Paid on a per-hour basis to be used on as-needed (approx..30-50 hours per year)

FY(s): FY 2023-2025 and beyond

Funding Source(s): Municipal Court Budget, which is from the General Fund

**Municipal Court**

1234 Linn Avenue | Oregon City, OR 97045
Phone 503-905-3675 | Fax 503-657-1303

MEMORANDUM

TO: OREGON CITY COMMISSION

FROM: AMY LINDGREN, OREGON CITY MUNICIPAL COURT JUDGE

DATE: APRIL 25, 2024

RE: APPOINTMENT OF PRO-TEM JUDGES

The Oregon City Municipal Court has three pro-tem judges currently, Richard Oberdorfer, Daniel Woram, and Rodney Grafe. Unfortunately, Mr. Oberdorfer can no longer serve as a pro-tem judge because of a new job he accepted. I ask that the City Commission continue the appointment of Mr. Grafe and Mr. Woram, and also ask it to consider the addition of Bruce Shepley and Cierra Brown as additional pro-tem judges for the municipal court. Due to other court commitments, I believe it would be in the court's best interest to have four pro-tem judges appointed.

On a personal note, I have known Mr. Shepley and Ms. Brown for years. Both are highly respected attorneys that practice in Clackamas County and focus their work in criminal law. Mr. Shepley is retiring this year as the Lake Oswego Municipal Court Judge where he has served for over 20 years. Ms. Brown also is the pro-tem judge for the Lake Oswego Municipal Court. I have also been opposing counsel against Mr. Shepley and Ms. Brown on countless cases when I served as a deputy district attorney and city prosecutor. Both are straightforward and honest, and I know them to be highly respected members of the Oregon State Bar. I believe both would serve the Oregon City Municipal Court well.



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: 05/15/2024

SUBJECT:

Public Improvement Contract with Blackline, Inc. for the 2024 Preventive Pavement Maintenance Type II Slurry Seal (CI 24-003)

STAFF RECOMMENDATION:

The Commission approve, and authorize, the City Manager to execute the Public Improvement Contract with Blackline, Inc for the 2024 Preventive Pavement Maintenance Type II Slurry Seal (CI 24-003), in the amount of one hundred and fifty-five thousand, three hundred twenty-one and 35/100 dollars (\$155,321.35).

EXECUTIVE SUMMARY:

The Preventative Pavement Maintenance Type II Slurry Seal Project is a part of the Pavement Maintenance Program and is funded through the City's Pavement Maintenance Utility Fee (PMUF). This project will treat roads that have been identified as in "fair condition," to prolong the lifespan of these roads.

BACKGROUND:

The 2024 Preventive Pavement Maintenance Type II Slurry Seal Project is a part of the Pavement Maintenance Program and is funded through the City's Pavement Maintenance Utility Fee (PMUF). This project is a crucial component of the City's annual street maintenance commitment – to treat those roads identified as in, "fair in condition" and displaying signs of aging through limited pavement cracking and rough surfaces.

A slurry seal is the application of a mixture of emulsified asphalt, water, and well-graded, fine aggregate. This treatment will be applied into existing damaged pavement to "seal" the surface to preserve and protect the underlying paving structure. Without treatment, these damaged roads will become more porous, allowing water to compromise the subgrade, and causing the road section to fail. The slurry seal extends the life of the road (by an estimated five to seven years).

This project includes street preparation, neighborhood notification, traffic control,

material delivery, material application, and final project cleanup. Work is set to begin no earlier than June 24, 2024, and shall be at substantial completion by September 13, 2024.

This project was a Joint Cooperative Procurement with the City of Hillsboro (acting as the administrative contracting agency). Soliciting qualified contractors (through this partnership) reduced staff time and acquired a greater economy of scale.

In accordance with Oregon Revised Statute (ORS) 279A.210 and City contracting procedures, an invitation to bid was solicited from qualified contractors on March 26, 2024 in the *Daily Journal of Commerce*, the City bid site and the City of Hillsboro website. The bid opening was held on April 16, 2024, and three (3) bids were received. The City of Hillsboro reviewed the bids and determined that Blackline, Inc. was the low responsive bidder. Oregon City's portion of this contract is one hundred and fifty-five thousand, three hundred twenty-one and 35/100 dollars (\$155,321.35).

Bids received for the total work of the five participating cities:

Engineer's Estimate	\$1,381,009.70
Blackline, Inc.	\$1,409,972.97
VSS International, Inc.	\$1,630,325.00
Doolittle Construction	\$1,587,587.00

The average bid was 12% above the engineer's estimate, and the lowest bidder was 2% above the engineer's estimate.

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

Move-in, Bond, Insurance, Clean-up	\$8,000.00
Traffic Control and Public Notification	\$8,000.00
Street Preparation and Slurry Seal	\$139,321.25
(73,715 Square Yards (SY) @ \$1.89/SY)	
Total	\$155,321.35

The Oregon City portion includes the annual PMUF roads, as shown on the attached Project Map.

OPTIONS:

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

BUDGET IMPACT:

Amount: \$155,321.35

Fiscal Year(s): 2023/2024

Funding Source(s): PMUF Fund

SECTION IIIA

CONTRACT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2024, 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: **2024 PREVENTIVE PAVEMENT MAINTENANCE TYPE II SLURRY SEAL (CI 24-003)** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Proposal and Bid Schedule Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations Certification of Non-Discrimination Certification of Compliance with Tax Law Bidder Responsibility Form Bid Bond First Tier Subcontractor Disclosure Form Customer Service Acknowledgment Form Contract Agreement Oregon City Public Improvement Standard Conditions	Statutory Conditions to Contract Agreement Performance Bond Payment Bond State of Oregon Statutory Public Works Bond General Conditions Prevailing Wage Rates for Public Works Contracts in Oregon, dated January 5, 2023 Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dated April 5, 2023 Prevailing Wage Apprenticeship Rates dated April 5, 2023 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 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

The project shall be complete on or before **September 13, 2024**, as identified in 00180.50(b) of the Special Provisions. The earliest start date for this work is **June 24, 2024**.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **one-hundred, fifty-five thousand, three-hundred, twenty-one and 35/100 dollars (\$155,321.35).**

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

by _____
Authorized signature

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		WINNING BID		Blackline, Inc.		VSS International, Inc.		Doolittle Construction		Item 7g.
2024 PAVEMENT MANAGEMENT PROGRAM (ITB#202403-10014)														
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	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 9,780.00	\$ 9,780.00	\$ 30,000.00	\$ 30,000.00	
	B. City of Gladstone	L.S.	All	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 9,132.00	\$ 9,132.00	\$ 15,000.00	\$ 15,000.00	
	C. City of Hillsboro	L.S.	All	\$ 10,000.00	\$ 10,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 9,888.00	\$ 9,888.00	\$ 25,000.00	\$ 25,000.00	
	D. City of Milwaukie	L.S.	All	\$ 10,000.00	\$ 10,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 7,836.00	\$ 7,836.00	\$ 15,000.00	\$ 15,000.00	
	E. City of Oregon City	L.S.	All	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 6,864.00	\$ 6,864.00	\$ 10,000.00	\$ 10,000.00	
	F. City of Sherwood	L.S.	All	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,860.00	\$ 10,860.00	\$ 25,000.00	\$ 25,000.00	
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	\$ 15,000.00	\$ 15,000.00	\$ 47,944.33	\$ 47,944.33	\$ 47,906.55	\$ 47,906.55	
	B. City of Gladstone	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 36,008.00	\$ 36,008.00	\$ 26,000.00	\$ 26,000.00	
	C. City of Hillsboro	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 37,364.00	\$ 37,364.00	\$ 39,000.00	\$ 39,000.00	
	D. City of Milwaukie	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 35,988.00	\$ 35,988.00	\$ 39,000.00	\$ 39,000.00	
	E. City of Oregon City	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 21,676.00	\$ 21,676.00	\$ 20,000.00	\$ 20,000.00	
	F. City of Sherwood	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 61,500.00	\$ 61,500.00	\$ 40,000.00	\$ 40,000.00	
3.	Street Preparation and Application of Type II Asphalt													
	Emulsion Slurry Seal	SQ. YD.	515,623	\$ 1.90	\$ 979,683.70	\$ 1.89	\$ 974,527.47	\$ 1.89	\$ 974,527.47	\$ 2.12	\$ 1,093,120.76	\$ 2.00	\$ 1,031,246.00	
4.	Install/Replace Pavement Markings per Manual													
	of Uniform Traffic Control Devices													
	A. Arrows, Left Turn, Thermoplastic	EA.	10	\$ 300.00	\$ 3,000.00	\$ 400.00	\$ 4,000.00	\$ 400.00	\$ 4,000.00	\$ 426.60	\$ 4,266.00	\$ 395.00	\$ 3,950.00	
	B. Arrows, Right Turn, Thermoplastic	EA.	10	\$ 300.00	\$ 3,000.00	\$ 400.00	\$ 4,000.00	\$ 400.00	\$ 4,000.00	\$ 426.60	\$ 4,266.00	\$ 395.00	\$ 3,950.00	
	C. Arrows, Right/Left Turn, Thermoplastic	EA.	55	\$ 300.00	\$ 16,500.00	\$ 550.00	\$ 30,250.00	\$ 550.00	\$ 30,250.00	\$ 426.60	\$ 23,463.00	\$ 395.00	\$ 21,725.00	
	D. Arrows, Thru Arrow, Thermoplastic	EA.	19	\$ 300.00	\$ 5,700.00	\$ 400.00	\$ 7,600.00	\$ 400.00	\$ 7,600.00	\$ 432.00	\$ 8,208.00	\$ 400.00	\$ 7,600.00	
	E. Arrows, Combo Left Arrow, Thermoplastic	EA.	2	\$ 300.00	\$ 600.00	\$ 700.00	\$ 1,400.00	\$ 700.00	\$ 1,400.00	\$ 609.12	\$ 1,218.24	\$ 564.00	\$ 1,128.00	
	F. Reflective Raised Pavement Markers, Bidirectional, Blue	EA.	124	\$ 22.00	\$ 2,728.00	\$ 22.00	\$ 2,728.00	\$ 22.00	\$ 2,728.00	\$ 37.80	\$ 4,687.20	\$ 35.00	\$ 4,340.00	
	G. Reflective Raised Pavement Markers, Bidirectional, White	EA.	118	\$ 10.00	\$ 1,180.00	\$ 12.00	\$ 1,416.00	\$ 12.00	\$ 1,416.00	\$ 21.60	\$ 2,548.80	\$ 20.00	\$ 2,360.00	
	H. Reflective Raised Pavement Markers, Bidirectional, Yellow	EA.	127	\$ 10.00	\$ 1,270.00	\$ 12.00	\$ 1,524.00	\$ 12.00	\$ 1,524.00	\$ 21.60	\$ 2,743.20	\$ 20.00	\$ 2,540.00	
	I. Striping, White, 4", Thermoplastic	L.F.	7,655	\$ 2.00	\$ 15,310.00	\$ 2.75	\$ 21,051.25	\$ 2.75	\$ 21,051.25	\$ 1.81	\$ 13,855.55	\$ 1.68	\$ 12,860.40	
	J. Striping, White, 6", Thermoplastic	L.F.	6,618	\$ 2.50	\$ 16,545.00	\$ 3.50	\$ 23,163.00	\$ 3.50	\$ 23,163.00	\$ 2.14	\$ 14,162.52	\$ 1.98	\$ 13,103.64	
	K. Striping, White, 8", Thermoplastic	L.F.	2,028	\$ 3.50	\$ 7,098.00	\$ 4.00	\$ 8,112.00	\$ 4.00	\$ 8,112.00	\$ 3.05	\$ 6,185.40	\$ 2.82	\$ 5,718.96	
	L. Striping, White, 12", Thermoplastic	L.F.	3,257	\$ 15.00	\$ 48,855.00	\$ 13.50	\$ 43,969.50	\$ 13.50	\$ 43,969.50	\$ 16.74	\$ 54,522.18	\$ 15.50	\$ 50,483.50	
	M. Striping, Yellow, 4", Thermoplastic	L.F.	25,045	\$ 2.00	\$ 50,090.00	\$ 2.76	\$ 68,873.75	\$ 2.75	\$ 68,873.75	\$ 1.76	\$ 44,079.20	\$ 1.63	\$ 40,823.35	
	N. Crosswalk, White, 24" x 10', Thermoplastic	EA.	96	\$ 325.00	\$ 31,200.00	\$ 325.00	\$ 31,200.00	\$ 325.00	\$ 31,200.00	\$ 334.80	\$ 32,140.80	\$ 310.00	\$ 29,760.00	
	O. Railroad Crossing, Thermoplastic	EA.	3	\$ 450.00	\$ 1,350.00	\$ 2,500.00	\$ 7,500.00	\$ 2,500.00	\$ 7,500.00	\$ 2,376.00	\$ 7,128.00	\$ 2,200.00	\$ 6,600.00	
	P. Stop Bar, Thermoplastic	L.F.	554	\$ 25.00	\$ 13,850.00	\$ 27.00	\$ 14,958.00	\$ 27.00	\$ 14,958.00	\$ 19.33	\$ 10,708.82	\$ 17.90	\$ 9,916.60	
	Q. School Crossing, Thermoplastic	EA.	3	\$ 450.00	\$ 1,350.00	\$ 3,300.00	\$ 9,900.00	\$ 3,300.00	\$ 9,900.00	\$ 842.40	\$ 2,527.20	\$ 780.00	\$ 2,340.00	
	R. Bike Symbol, Thermoplastic	EA.	5	\$ 450.00	\$ 2,250.00	\$ 400.00	\$ 2,000.00	\$ 400.00	\$ 2,000.00	\$ 467.64	\$ 2,338.20	\$ 433.00	\$ 2,165.00	
	S. Roundabout Triangles, Thermoplastic	EA.	20	\$ 450.00	\$ 9,000.00	\$ 115.00	\$ 2,300.00	\$ 115.00	\$ 2,300.00	\$ 98.28	\$ 1,965.60	\$ 91.00	\$ 1,820.00	
	T. Bus Only, Thermoplastic	EA.	1	\$ 450.00	\$ 450.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,350.00	\$ 1,350.00	\$ 1,250.00	\$ 1,250.00	
				TOTAL:	\$ 1,381,009.70	TOTAL:	\$ 1,409,972.97	TOTAL:	\$ 1,409,972.97	TOTAL:	\$ 1,630,325.00	TOTAL:	\$ 1,587,587.00	

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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03/23/23 8:59 AM

City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

2024 Street Projects

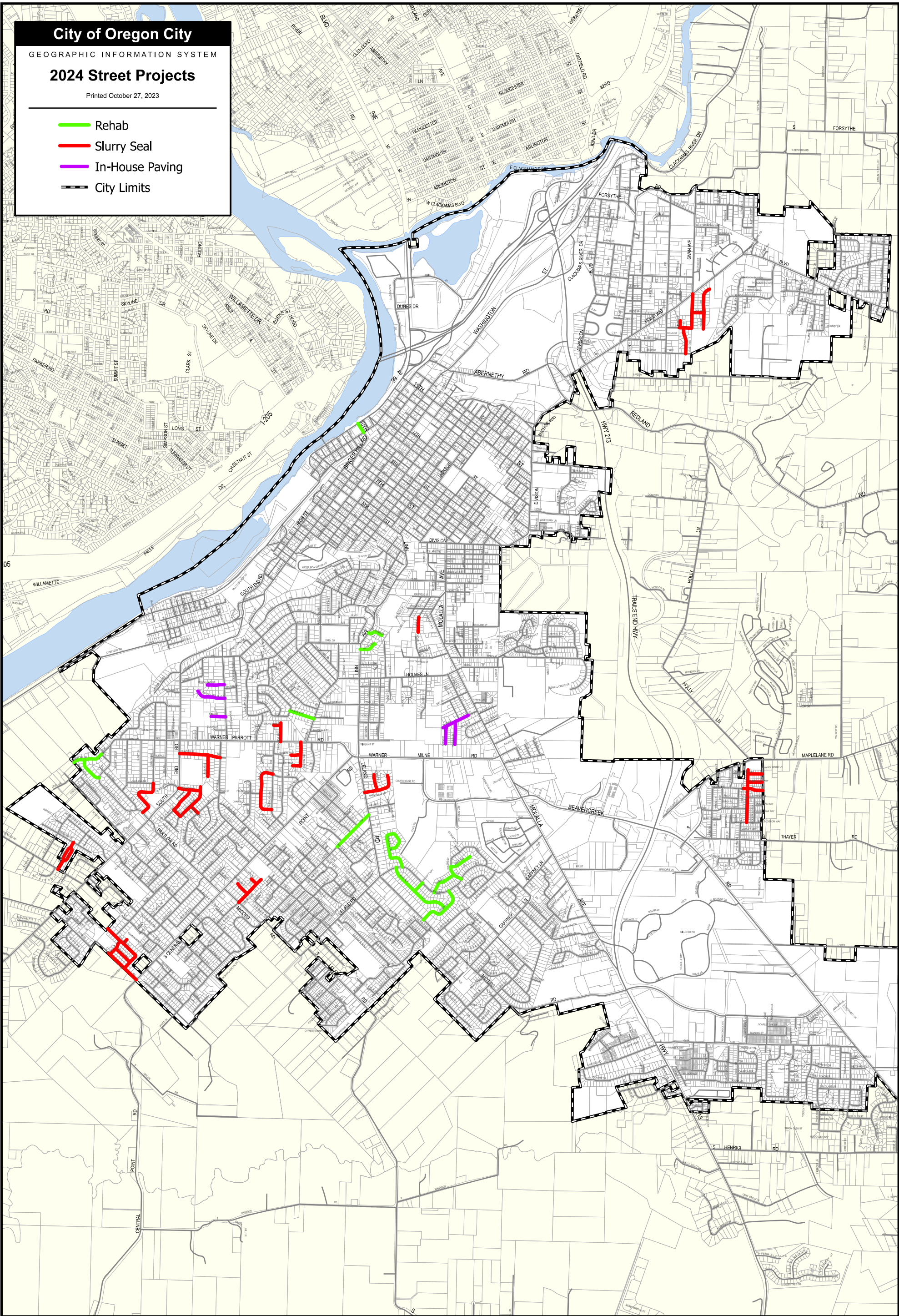
Printed October 27, 2023

Rehab

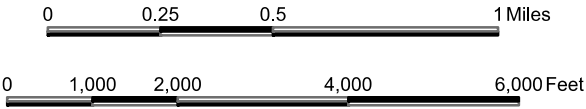
Slurry Seal

In-House Paving

City Limits



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.



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





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: 05/15/2024

SUBJECT:

Deed of Dedication, Public Utility Easement and Obligation Agreement for the Holcomb Boulevard Safe Routes to School Project – Alex and Liliya Vasilchenko Property (14731 Holcomb Boulevard)

STAFF RECOMMENDATION:

The City Commission approve, and authorize the Mayor and City Recorder to execute, the attached Right of Way Dedication, Public Utility Easement, and Obligation & Temporary Construction Easement for 14731 Holcomb Boulevard, also known as Tax Map 2-2E-28AB Lot #00600

EXECUTIVE SUMMARY:

The Holcomb Boulevard Safe Routes to School (SRTS) Project was awarded to Oregon City through the Oregon Department of Transportation's (ODOT) Safe Routes to School Grant Program. The primary goals of this project are to provide safety improvements for pedestrian and bicycle access along Holcomb Boulevard (between Holcomb School Road and Winston Drive). To achieve this, access connections will be provided between existing, and future, public infrastructure and between Holcomb Elementary School.

BACKGROUND:

In 2005, the City adopted the Holcomb Boulevard Pedestrian Enhancement Concept Plan. This plan identified gaps along Holcomb Boulevard needing additional pedestrian and bicycle access. The City is actively working on closing these gaps and has targeted the areas near Holcomb Elementary School for the next phase of improvements. These improvements will be made with funding assistance from ODOT.

The Safe Routes to School Competitive Construction Grant Program is a State-funded program - managed by ODOT. This program provides funding to communities for pedestrian and bicycle safety projects located in the immediate vicinity of a K-8 school. The goals of this program are to create a stronger sense of community, create safer

streets, improve accessibility, promote healthier families, and to lessen traffic congestion. The program provides up to 80% funding for a project with a 20% match from the community.

On January 12, 2023, the Oregon Transportation Commission approved the Advisory Committee's project list for funding which included the Holcomb Boulevard Safe Routes to School Project. On March 15, 2023, the City Commission approved to enter into an intergovernmental agreement with ODOT to deliver this project.

The Holcomb SRTS Project is scheduled to start construction this June and includes work along the frontage of the Vasilchenko property, located at 14731 Holcomb Boulevard. To construct the needed improvements the following property rights acquired from their property include 712 square feet (SF) Right of Way Dedication, and 10-foot Public Utility Easement. In consideration for dedicating the property to the City, the Vasilchenko's requested modifications to their driveway slope/alignment, drainage improvements and new vegetation on their property.

OPTIONS:

1. Authorize the Mayor to execute the Right of Way Dedication, Public Utility Easement, and Obligation & Temporary Construction Easement.
2. Authorize the Mayor to execute the Right of Way Dedication, Public Utility Easement, and Obligation & Temporary Construction Easement with specific modifications.
3. Deny the Right of Way Dedication, Public Utility Easement, and Obligation & Temporary Construction Easement. If the Commission chooses to deny Right of Way Dedication, Public Utility Easement, and Obligation & Temporary Construction Easement, staff requests direction on how to proceed.

AFTER RECORDING RETURN TO:

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

Planning File No.: _____

Tax Map & Lot: _____

Streets: _____

GRANTOR:

Alex VASILCHENKO
Liliya Vasilchenko

DEED OF DEDICATION

KNOW ALL BY THESE PRESENTS, THAT Alex VASILCHENKO Liliya Vasilchenko, hereinafter called "Grantor", does hereby grant unto the City of Oregon City, hereinafter called the "City", its successors in interest and assigns, all the following real property in the County of Clackamas, State of Oregon, to be used and held by the City for street, road, right-of-way, and public utility purposes, bounded and described as follows, to wit:

See attached **Exhibit A** Legal Description and;
attached **Exhibit B** Drawing for Legal Description

TO HAVE AND TO HOLD, the above described and granted premises unto the said CITY, its successors in interest and assigns forever.

The true consideration of this conveyance is for other value given, the receipt of which is hereby acknowledged by GRANTOR.

And the GRANTOR above named hereby covenants to and with the CITY, and the CITY's successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above named premises, free from all encumbrances (no exceptions), and that GRANTOR and their heirs and personal representatives shall warrant and forever defend the said premises against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

In construing this deed and where the text so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 1st day of

May, 2024. The person(s) whose name(s) is/are subscribed to the within instrument acknowledge that he/she/they executed the instrument in his/her/their legally authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GRANTOR: Alex VASILCHENKO
 As shown on Page 1 (name of organization or individual property owner(s))

Alex Vasilchenko
 Signature No. 1

Liliya Vasilchenko
 Signer's printed name Title (if applicable)

[Signature]
 Signature No. 2

 Signer's printed name Title (if applicable)

STATE OF OREGON)

County of Clackamas)

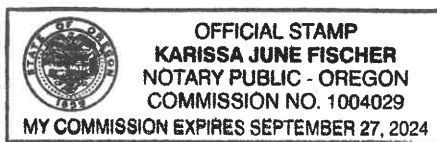
This record was acknowledged before me on (month & day) April 24, 2024 (Alex)
May 1, 2024 (Liliya)

by Alex Vasilchenko
and Liliya Vasilchenko, as Grantor
 Signer's printed name Title (write "N/A" if not applicable)

of N/A
 Name of Corporation on whose behalf record is executed (write "N/A" if not applicable)

Stamp notary seal:

WITNESS my hand and official seal.



Karissa J Fischer
 Signature of Notary Public
 My commission expires: 9-27-2024

Accepted on behalf of the City of Oregon City on the condition that the deed of dedication conveyed is free and clear from taxes, liens and encumbrances.

By: Denyse McGriff, Mayor

Attest: Jakob Wiley, City Recorder

EXHIBIT A – Page 1 of 3

File 257180571007

Andrew Silbernagel, PLS DOWL – 1/31/2024

Holcomb Boulevard: SRTS Project
City of Oregon City
January 31, 2024
Revised April 5, 2024

Tax Map 22E28AB
Tax Lot 00600

Parcel 1 – Right of Way Dedication

A parcel of land lying in the George Abernethy D.L.C. No. 58, Section 28, Township 2 South, Range 2 East of the Willamette Meridian, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to Aleksander Vasilchenko and Liliya Vasilchenko, in that Statutory Bargain and Sale Deed recorded October 31, 2016 as Document No. 2016-074806, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the Northeasterly side of the center line of Holcomb Boulevard, which center line is described as follows:

Beginning at center line Station 48+31.48, said station bears North 78°11'43" West 1,947.94 feet from the Northeast corner of the George Abernethy D.L.C. No. 58, Section 28, Township 2 South, Range 2 East, Willamette Meridian; thence South 81°30'26" East 411.62 feet; thence South 66°30'31" East 1,756.91 feet to center line Station 70+00.00, said point bears South 17°06'51" East 379.41 feet from the Northeast corner of the George Abernethy D.L.C. No. 58, Section 28, Township 2 South, Range 2 East, Willamette Meridian.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northeasterly Side of Center Line
55+78.00		56+51.00	40.00 in a straight line to 36.00
56+51.00		57+41.00	36.00 in a straight line to 34.00
57+41.00		57+72.00	36.00 in a straight line to 35.00

Bearings are based on the Oregon Coordinate System 1983 (1991 adjustment) north zone.

This parcel of land contains 712 square feet, more or less, outside the existing right of way.

Parcel 2 – Permanent Public Utility Easement

A parcel of land lying in the George Abernethy D.L.C. No. 58, Section 28, Township 2 South, Range 2 East of the Willamette Meridian, City of Oregon City, Clackamas County,

EXHIBIT A – Page 2 of 3**File 257180571007**

Andrew Silbernagel, PLS DOWL – 1/31/2024

Oregon and being a portion of that property conveyed to Aleksander Vasilchenko and Liliya Vasilchenko, in that Statutory Bargain and Sale Deed recorded October 31, 2016 as Document No. 2016-074806, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the Northeasterly side of the center line of Holcomb Boulevard, which center line is described in Parcel 1.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northeasterly Side of Center Line
55+78.00		56+57.00	50.00 in a straight line to 47.00
56+57.00		58+98.00	47.00 in a straight line to 38.00

EXCEPT therefrom Parcel 1.

This parcel of land contains 1,194 square feet, more or less.

Parcel 3 - Temporary Construction Easement (3 Years or duration of Project, whichever is sooner)

A parcel of land lying in the George Abernethy D.L.C. No. 58, Section 28, Township 2 South, Range 2 East of the Willamette Meridian, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to Aleksander Vasilchenko and Liliya Vasilchenko, in that Statutory Bargain and Sale Deed recorded October 31, 2016 as Document No. 2016-074806, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the Northeasterly side of the center line of Holcomb Boulevard, which center line is described in Parcel 1.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northeasterly Side of Center Line
55+78.00		56+57.00	50.00 in a straight line to 47.00
56+57.00		58+98.00	47.00 in a straight line to 38.00

EXCEPT therefrom Parcel 1.

This parcel of land contains 1,194 square feet, more or less.

EXHIBIT A – Page 3 of 3

File 257180571007

Andrew Silbernagel, PLS DOWL – 1/31/2024

Parcel 4 - Temporary Easement for Road Approach (3 Years or duration of Project, whichever is sooner)

A parcel of land lying in the George Abernethy D.L.C. No. 58, Section 28, Township 2 South, Range 2 East of the Willamette Meridian, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to Aleksander Vasilchenko and Liliya Vasilchenko, in that Statutory Bargain and Sale Deed recorded October 31, 2016 as Document No. 2016-074806, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the Northeasterly side of the center line of Holcomb Boulevard, which center line is described in Parcel 1.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northeasterly Side of Center Line
56+51.00		56+70.00	73.00 in a straight line to 89.00
56+70.00		57+09.00	89.00 in a straight line to 78.00
57+09.00		57+53.00	78.00 in a straight line to 76.00

EXCEPT therefrom Parcel 1.

ALSO EXCEPT therefrom Parcel 2.

ALSO EXCEPT therefrom Parcel 3.

This parcel of land contains 3,650 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed| 2024.04.05
15:57:19-07'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWES: JUNE 30, 2024

AFTER RECORDING RETURN TO:

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

Planning No.: _____

Tax Map & Lot: _____

GRANTOR: _____

Liliya Vasilchenko

Alex VASILCHENKO

CITY OF OREGON CITY, OREGON PUBLIC UTILITY(S) EASEMENT

KNOW ALL BY THESE PRESENTS, THAT *Alex Vasilchenko* *Liliya Vasilchenko* hereinafter called "**Grantor**", does hereby grant unto the City of Oregon City, hereinafter called the "**City**", and its successors in interest and assigns, a permanent easement, including the permanent right to construct, reconstruct, operate, and maintain utilities within the easement, described as follows:

See attached **Exhibit A** Legal Description, and

Exhibit B Drawing for Legal Description

TO HAVE AND TO HOLD, the above described easement unto the CITY, its successors in interest and assigns forever.

GRANTOR reserves the right to use the surface of the land for walkways, plantings, parking, and related uses. Such uses undertaken by the GRANTOR shall not be inconsistent or interfere with the use of the subject easement area by the CITY. No building or utility shall be placed upon, under, or within the property subject to the foregoing easement during the term thereof, however, without the written permission of the CITY.

Upon completion of the construction, the CITY shall restore the surface of the property to its original condition and shall indemnify and hold the GRANTOR harmless against all loss, cost, or damage arising out of the exercise of the rights granted herein.

The true consideration of this conveyance is for other value given, the receipt of which is hereby acknowledged by GRANTOR.

And the GRANTOR above named hereby covenants to and with the CITY, and CITY's successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above granted premises, free from all encumbrances (no exceptions), and that GRANTOR and their heirs and personal representatives shall warrant and forever defend the said premises and every part thereof to the CITY, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through or under the GRANTOR.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the Permittee has executed this instrument this 1st day of May, 20 24. The person(s) whose name(s) is/are subscribed to the within instrument acknowledge that he/she/they executed the instrument in his/her/their legally authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

[Signature Page(s) Follow]

GRANTOR: Alex Vasilchenko
 As shown on Page 1 (name of organization or individual property owner(s))

Alex Vasilchenko
 Signature No. 1

Liliya Vasilchenko
 Signer printed name, Title (if any)

[Signature]
 Signature No. 2

 Signer printed name, Title (if any)

STATE OF OREGON)

County of Clackamas)

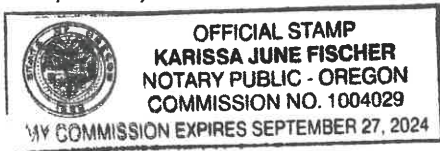
April 24, 2024 (Alex)

This record was acknowledged before me on (date) May 1, 2024 (Liliya)

by Liliya Vasilchenko and Alex Vasilchenko
 Signer's printed name

as Grantors
 Title and (if applicable) Name of Corporation or Party on whose behalf the record is executed

Stamp notary seal:



WITNESS my hand and official seal.

Karissa June Fischer
 Signature of Notary Public
 My commission expires: 9-27-24

Accepted on behalf of the City of Oregon City on the condition that the easement granted is free and clear from any taxes, liens, and encumbrances.

 By: Denyse McGriff, Mayor

 Attest: Jakob Wiley, City Recorder

EXHIBIT A – Page 1 of 3

File 257180571007

Andrew Silbernagel, PLS DOWL – 1/31/2024

Holcomb Boulevard: SRTS Project
City of Oregon City
January 31, 2024
Revised April 5, 2024

Tax Map 22E28AB
Tax Lot 00600

Parcel 1 – Right of Way Dedication

A parcel of land lying in the George Abernethy D.L.C. No. 58, Section 28, Township 2 South, Range 2 East of the Willamette Meridian, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to Aleksander Vasilchenko and Liliya Vasilchenko, in that Statutory Bargain and Sale Deed recorded October 31, 2016 as Document No. 2016-074806, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the Northeasterly side of the center line of Holcomb Boulevard, which center line is described as follows:

Beginning at center line Station 48+31.48, said station bears North 78°11'43" West 1,947.94 feet from the Northeast corner of the George Abernethy D.L.C. No. 58, Section 28, Township 2 South, Range 2 East, Willamette Meridian; thence South 81°30'26" East 411.62 feet; thence South 66°30'31" East 1,756.91 feet to center line Station 70+00.00, said point bears South 17°06'51" East 379.41 feet from the Northeast corner of the George Abernethy D.L.C. No. 58, Section 28, Township 2 South, Range 2 East, Willamette Meridian.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northeasterly Side of Center Line
55+78.00		56+51.00	40.00 in a straight line to 36.00
56+51.00		57+41.00	36.00 in a straight line to 34.00
57+41.00		57+72.00	36.00 in a straight line to 35.00

Bearings are based on the Oregon Coordinate System 1983 (1991 adjustment) north zone.

This parcel of land contains 712 square feet, more or less, outside the existing right of way.

Parcel 2 – Permanent Public Utility Easement

A parcel of land lying in the George Abernethy D.L.C. No. 58, Section 28, Township 2 South, Range 2 East of the Willamette Meridian, City of Oregon City, Clackamas County,

EXHIBIT A – Page 2 of 3

File 257180571007

Andrew Silbernagel, PLS DOWL – 1/31/2024

Oregon and being a portion of that property conveyed to Aleksander Vasilchenko and Liliya Vasilchenko, in that Statutory Bargain and Sale Deed recorded October 31, 2016 as Document No. 2016-074806, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the Northeasterly side of the center line of Holcomb Boulevard, which center line is described in Parcel 1.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northeasterly Side of Center Line
55+78.00		56+57.00	50.00 in a straight line to 47.00
56+57.00		58+98.00	47.00 in a straight line to 38.00

EXCEPT therefrom Parcel 1.

This parcel of land contains 1,194 square feet, more or less.

Parcel 3 - Temporary Construction Easement (3 Years or duration of Project, whichever is sooner)

A parcel of land lying in the George Abernethy D.L.C. No. 58, Section 28, Township 2 South, Range 2 East of the Willamette Meridian, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to Aleksander Vasilchenko and Liliya Vasilchenko, in that Statutory Bargain and Sale Deed recorded October 31, 2016 as Document No. 2016-074806, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the Northeasterly side of the center line of Holcomb Boulevard, which center line is described in Parcel 1.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northeasterly Side of Center Line
55+78.00		56+57.00	50.00 in a straight line to 47.00
56+57.00		58+98.00	47.00 in a straight line to 38.00

EXCEPT therefrom Parcel 1.

This parcel of land contains 1,194 square feet, more or less.

EXHIBIT A – Page 3 of 3

File 257180571007

Andrew Silbernagel, PLS DOWL – 1/31/2024

Parcel 4 - Temporary Easement for Road Approach (3 Years or duration of Project, whichever is sooner)

A parcel of land lying in the George Abernethy D.L.C. No. 58, Section 28, Township 2 South, Range 2 East of the Willamette Meridian, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to Aleksander Vasilchenko and Liliya Vasilchenko, in that Statutory Bargain and Sale Deed recorded October 31, 2016 as Document No. 2016-074806, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the Northeasterly side of the center line of Holcomb Boulevard, which center line is described in Parcel 1.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northeasterly Side of Center Line
56+51.00		56+70.00	73.00 in a straight line to 89.00
56+70.00		57+09.00	89.00 in a straight line to 78.00
57+09.00		57+53.00	78.00 in a straight line to 76.00

EXCEPT therefrom Parcel 1.

ALSO EXCEPT therefrom Parcel 2.

ALSO EXCEPT therefrom Parcel 3.

This parcel of land contains 3,650 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

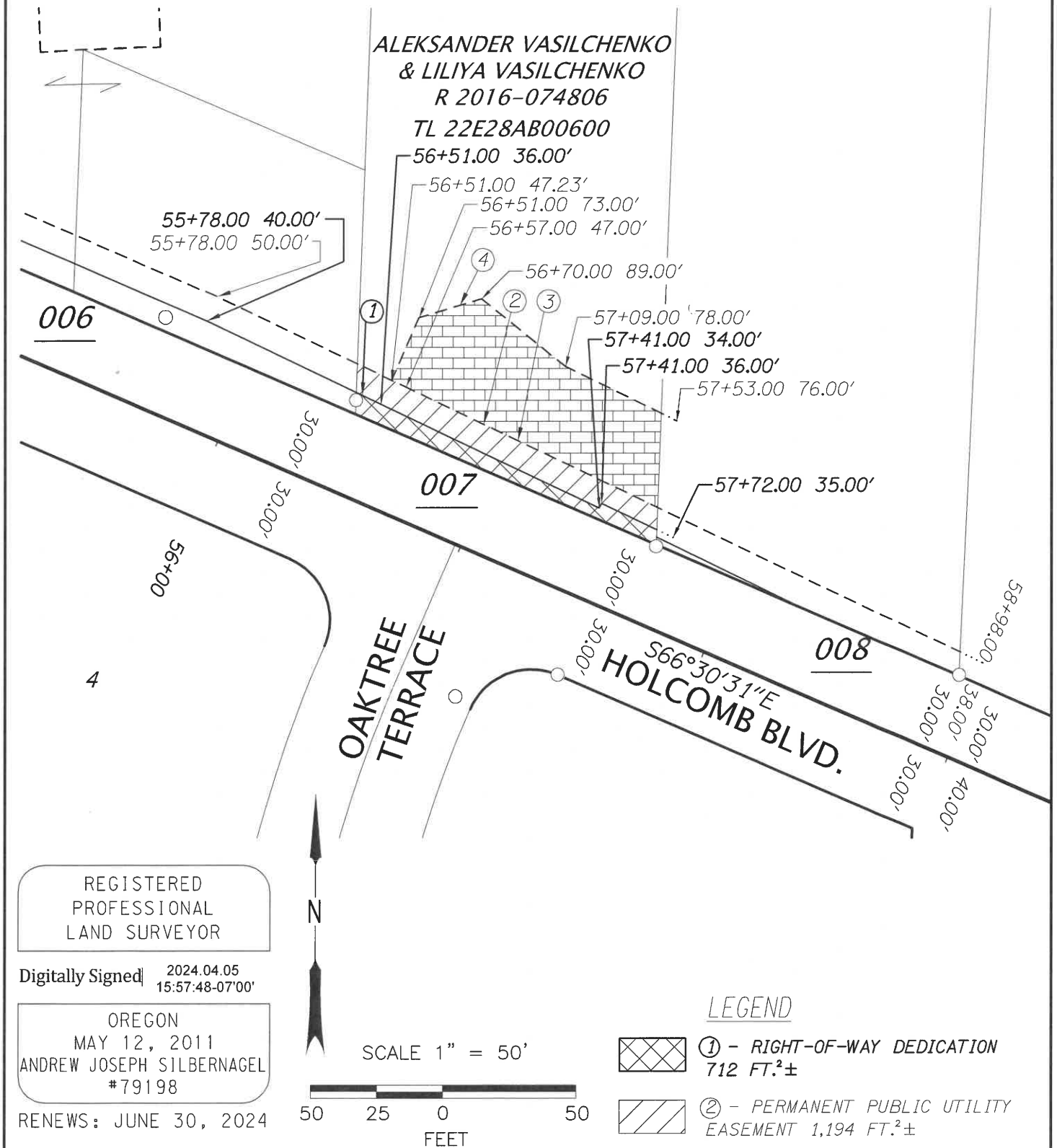
Digitally Signed| 2024.04.05
15:57:19-07'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024

EXHIBIT "B"

PAGE 1 of 1



HOLCOMB BOULEVARD: SRTS PROJECT
OREGON CITY PROJECT # CL 22-011

FILE NO: 007	SUBMITTAL DATE: 01/31/24	REV'D: 04/05/24
TAX LOT: 00600	ADDRESS: 14731 HOLCOMB BLVD.	
TAX MAP: 22E28AB	OREGON CITY, OREGON 97405	

City of Oregon City
14731 Holcomb Blvd Improvements

OBLIGATION AND TEMPORARY CONSTRUCTION AREA AGREEMENT

File No.:

Tax Map & Lot: 2-2E-28AB-00600

Owner: Alexander and Liliya Vasilchenko

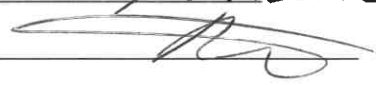
Date: 04/23/2024

The City of Oregon City will ensure that the improvement items listed and agreed upon below and identified in the 14731 Holcomb Blvd Public Improvement Plan (Attachment A) are constructed:

1. Construct public improvements along the frontage of 14731 Holcomb Boulevard.
2. The existing driveway access on Holcomb Blvd shall be moved to the east approximately 15 feet in order to regrade and lessen the steepness of the driveway (currently at 15-17% slope). The driveway shall also be paved and provide a smoother transition to Holcomb Blvd. An underdrain will be installed along the eastern edge of the driveway.
3. Area on top of the driveway will be regraded to provide more usable space.
4. Area west of driveway will be regraded to have a smoother slope (~3:1).
5. Private utility laterals (e.g. sanitary cleanout and water meter box) will be relocated as well as the mailbox for the property.
6. The existing utility poles located on Holcomb Blvd will be relocated. Final pole locations are unknown at this time, but a potential site is identified on Attachment A.
7. Additional plantings will be provided (5 Montmorency Dwarf Cherry Trees, 1 Rose bush)

If any of the construction under the terms of this agreement is outside of the right of way or easements, Grantors hereby grant the City of Oregon City, its employees or contractors, permission to enter upon their remaining property for the purpose of performing any of said construction work.

It is understood and agreed that the City of Oregon City's and Grantor's performance of this agreement shall be the consideration for the right of way dedication and 10ft public utility easement between the Grantor and the City of Oregon City.

GRANTOR: Alex VASILCHENKO Liliya Vasilchenko
Alex Vasilchenko 
 Signature

 Signer's printed name

 Title (if applicable)

FOR THE CITY OF OREGON CITY

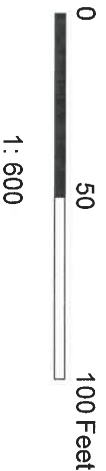
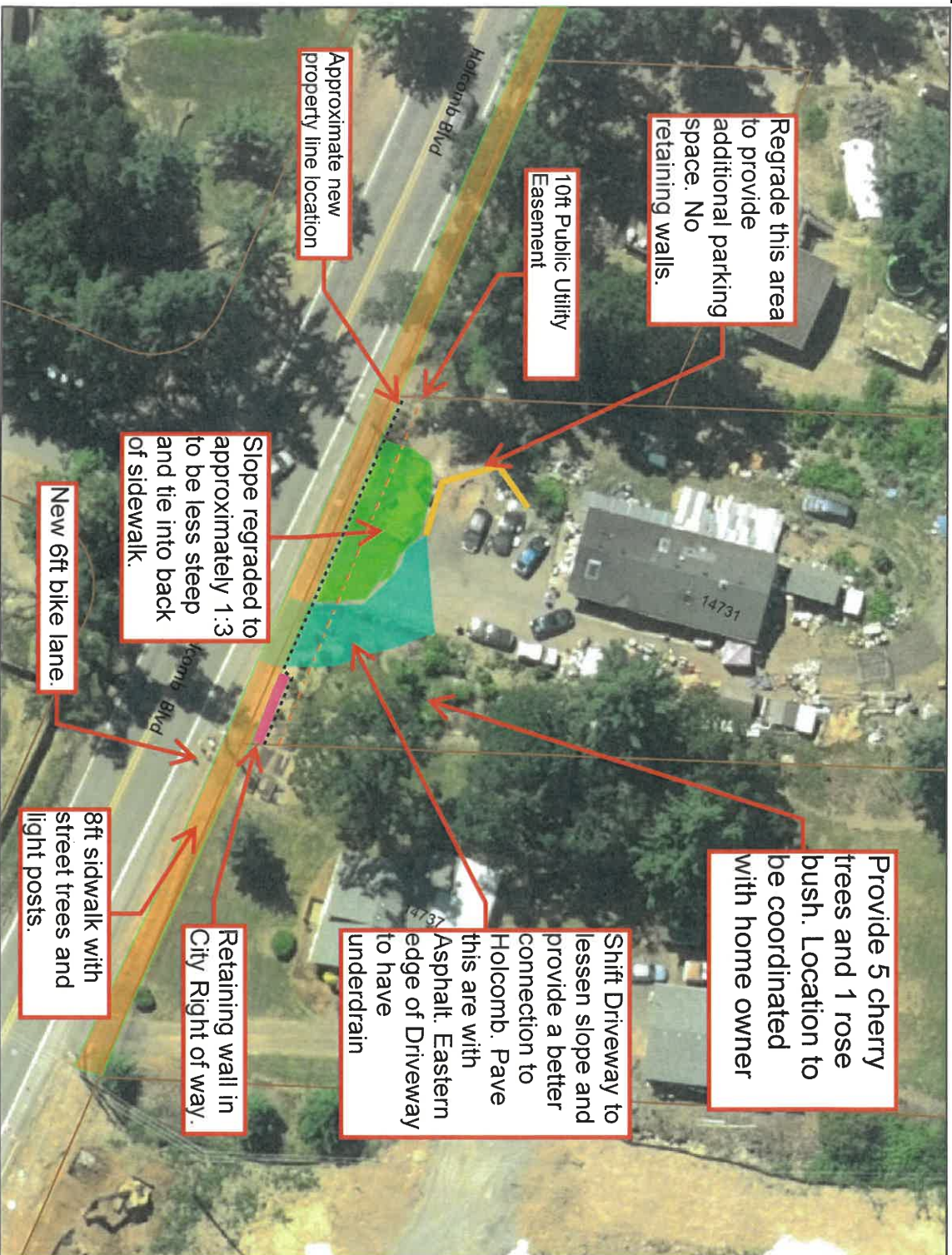
 Signature

 Signer's printed name

 Title (if applicable)

14731 Holcomb Boulevard Improvement Plan

Oregon City GIS Map



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

Map created 2/28/2024

Legend

- Street Names
- Taxlots
- Unimproved ROW
- City Limits
- UCB
- Basemap

Figure is not to scale and extents of improvements are approximate.

Notes

Overview Map



City of Oregon City
P.O. Box 3040
625 Center St
Oregon City
OR 97045
(503) 657-0891
www.oregcity.org





CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 5/15/2024
From: Director of Public Works – John M. Lewis, P.E.

SUBJECT:

Amendment No. 3, extending Professional Service Agreement (PS 22-006) one (1) additional year for Landscape Maintenance Services with C & R Reforestation.

STAFF RECOMMENDATION:

The Commission approves and authorizes the City Manager to execute Amendment No. 3 to Personal Services Agreement (PS 22-006) with C & R Reforestation, extending this agreement one (1) additional year for Landscape Services .

EXECUTIVE SUMMARY:

The City's existing landscape contract reached the end of the original contract term at the end of April 2024, with the option to renew for three (3) additional one (1) year terms. Amendment No. 3 will be the first, one (1) year term extension following the end of the original contract term date.

BACKGROUND:

The Public Works Stormwater Division is responsible for a variety of ongoing landscape maintenance including approximately 125 sites and 36 acres of stormwater ponds, roadside planters, swales, ditches, City-owned tracts, and abutting rights-of-way.

Historically, these landscaping needs were maintained using outside contractors, community service crews, and in-house crews. Staff would like to utilize the renewal option of this Personal Services Agreement and extend the agreement for one (1) additional year, exercising the option to renew for up to three (3) additional one (1) year terms. This is the first one (1) year of three (3), that the option is being exercised.

Four (4) additional sites will be added to the contract and the contract price will increase by 3.45%, to the account for the Consumer Price Index (CPI-U) adjustment. The contract amount shall not exceed \$422,687.39 for one (1) additional year and the total contract price shall not exceed \$1,243,509.39.

OPTIONS:

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

BUDGET IMPACT:

Amount: \$422,687.39
Fiscal Year(s): 23/24 & 24/25
Funding Source(s): Stormwater Fund

CITY OF OREGON CITY
Amendment No. 3 to Personal Services Agreement

LANDSCAPE SERVICES – STORMWATER DIVISION (PS 22-006)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **C & R REFORESTATION** hereinafter called "PS Contractor," which was previously entered into on **April 20, 2022** ("Contract") for **LANDSCAPE SERVICES – STORMWATER DIVISION** 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 work includes the landscape sites listed in the original contract, Meyers Rd added through Amendment No. 1, the sites added in Amendment No. 2 and four (4) new sites at the Stormwater Quality Facility locations: Clairmont Drive, Juniper Meadows and Dotson Farms, and Stormwater Planters at Laurel Ridge roadside.

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

The duration of the contract is for one (1) additional year, per the original contracts option to renew for an additional three (3) one (1) year terms. This is the first one (1) year of three (3), that the option is being exercised.

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

The payment provision includes an increase of 3.45% applied to the yearly contract amount for the Consumer Price Index (CPI-U) adjustment and the additional four (4) new sites for a total of **four-hundred, twenty-two thousand, six-hundred and eighty-seven and 39/100 dollars (\$422,687.39)**. The total contract price shall not exceed **one-million, two hundred and forty-three thousand, five-hundred and nine and 39/100 dollars (\$1,243,509.39)**.

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

CITY OF OREGON CITY

C & R REFORESTATION

By: _____

By: _____

Name: John M. Lewis, P.E

Name: _____

Title: Public Works Director

Title: _____

Dated: _____, 2024.

Dated: _____, 2024.

By: _____

Name: Anthony J. Konkol II

Title: City Manager

Dated: _____, 2024.

APPROVED AS TO LEGAL SUFFICIENCY:

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

By: _____
City Attorney

Date: April 20, 2022

C & R Reforestation

Reforestation & Wildfire Suppression

Farm & Forest License #35788

CCB #138794

April 10, 2024

City of Oregon City
Attn: Eric Hand
13895 Fir Street
Oregon City, OR 97045

Re: Quote for Clairmount Dr. SWQF's (2 sites)

Dear Eric,

Here is our quote for the above work:

Quote for yearly maintenance
Monthly cost

\$6000/year
\$500.00/month

Robin





C & R Reforestation

Reforestation & Wildfire Suppression

Farm & Forest License #35788

CCB #138794

New Quote - Amendment #3

April 10, 2024

City of Oregon City
Attn: Eric Hand
13895 Fir Street
Oregon City, OR 97045

Re: Quote for Dotson Farms Pond and Seven (7) Roadside Planters

Dear Eric,

Here is our quote for the above work:

Quote for yearly maintenance
Monthly cost

\$5,100.00/year
\$425.00/month

Robin





C & R Reforestation

Reforestation & Wildfire Suppression

Farm & Forest License #30824

CCB # 30824

April 10, 2024

Oregon City Public Works

Attn: Eric Hand

625 Center Street

Oregon City, OR 97045

RE: Quote for Juniper Meadows Roadside planter and DP

Dear Eric,

Here is my quote for the above project:

Yearly quote	\$2,295.00
Per month	\$191.25

Robin





C & R Reforestation

Reforestation & Wildfire Suppression

Farm & Forest License #35788

CCB #138794

New Quote - Amendment #3

April 18, 2024

City of Oregon City
Attn: Eric Hand
13895 Fir Street
Oregon City, OR 97045

Re: Quote for Laurel Ridge Stormwater Planters

Dear Eric,

Here is our quote for the above work:

Quote for yearly maintenance
Monthly cost

\$1020.00/year
\$85.00/month

Robin





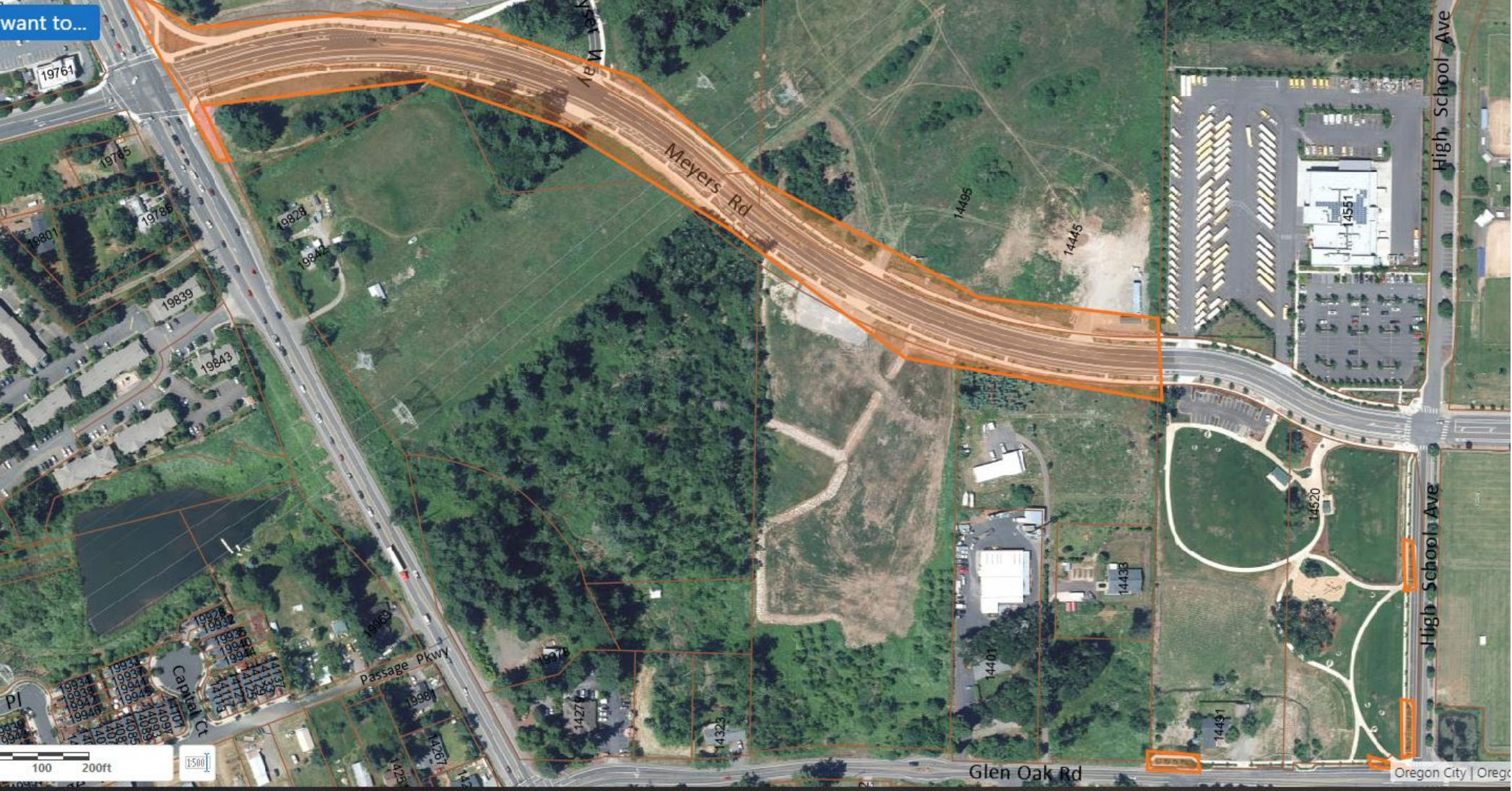
Item 7i.













Hillock Heights

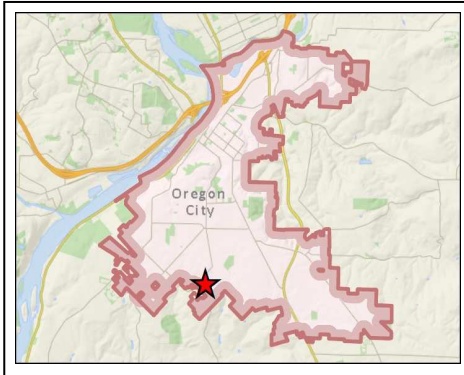


Stormwater Division - Pond Sites

RFP ID: Stm-1

Site Name: Leland Run Detention Pond

Location Map



Site Information

Site ID: Stm-1-3004

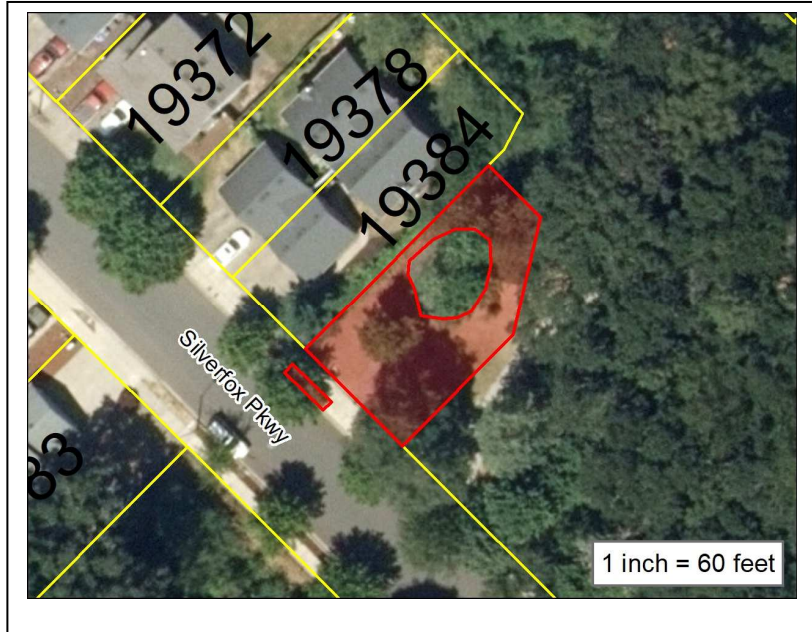
Site Address:

Next To 19384 Silverfox Pkwy

Category: Pond

Site Area Sq Ft: 2,916

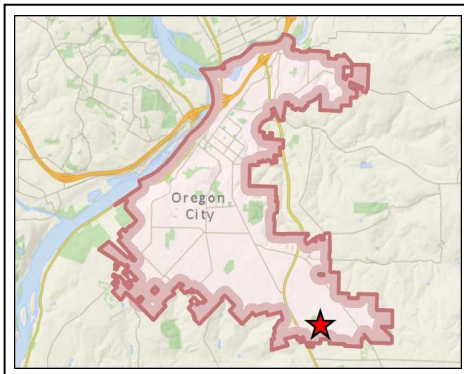
Site Detail Map



RFP ID: Stm-2

Site Name: High School Detention Pond (South)

Location Map



Site Information

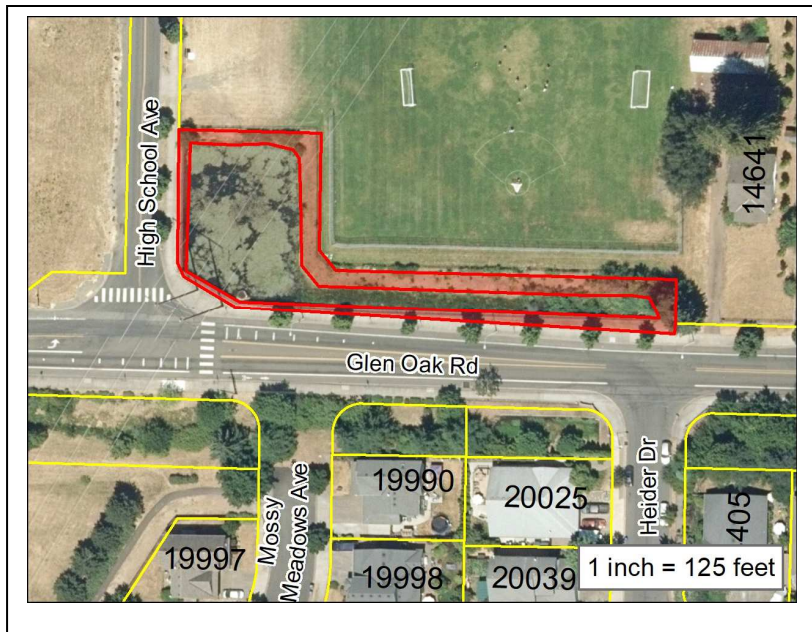
Site ID: Stm-2-3006

Site Address: Corner Of High School Ave. & Glenn Oak Rd.

Category: Pond

Site Area Sq Ft: 8,165

Site Detail Map

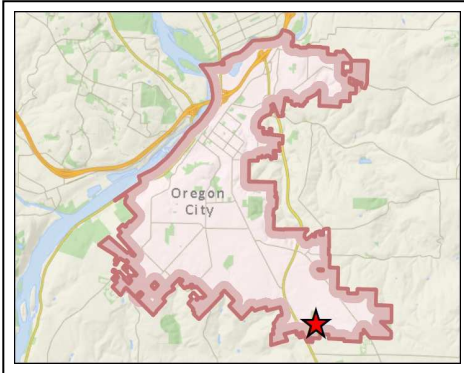


Stormwater Division - Pond Sites continued

RFP ID: Stm-3

Site Name: Glen Oak Meadows Detention Pond

Location Map



Site Information

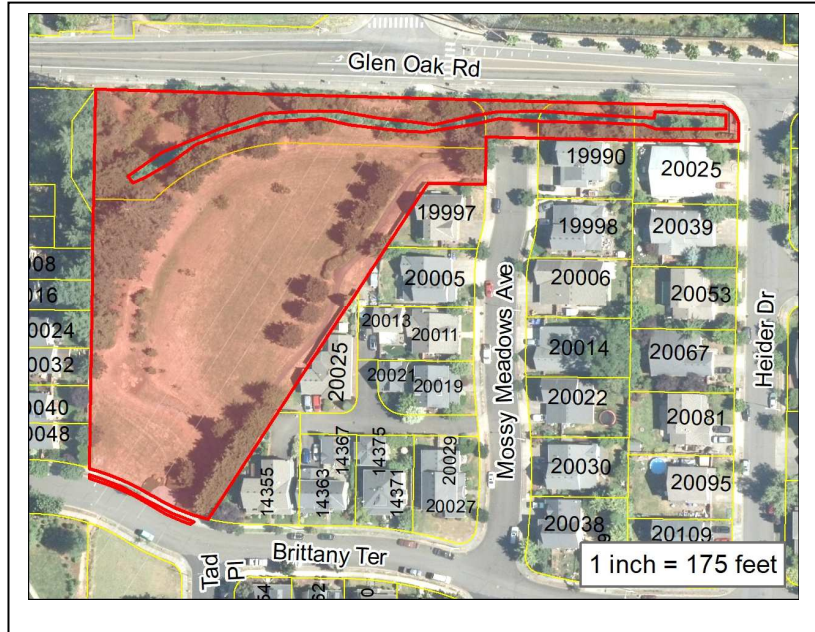
Site ID: Stm-3-3007

Site Address: Between Quiet Oak & Mossy Meadows Off Brittany Terr.

Category: Pond

Site Area Sq Ft: 101,442

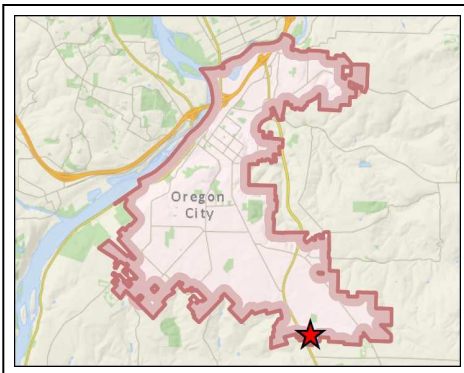
Site Detail Map



RFP ID: Stm-4

Site Name: Meadowood Detention Pond (North)

Location Map



Site Information

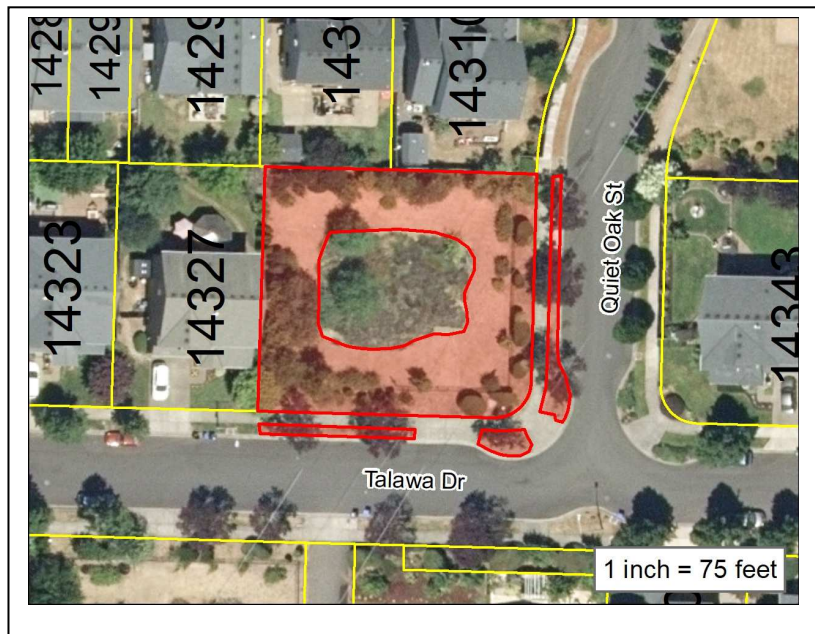
Site ID: Stm-4-3089

Site Address: Corner Of Talawa Dr. & Quiet Oak

Category: Pond

Site Area Sq Ft: 9,305

Site Detail Map

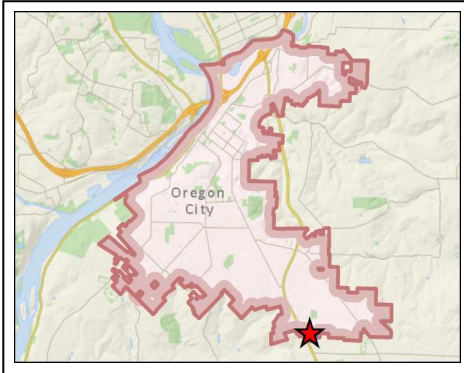


Stormwater Division - Pond Sites continued

RFP ID: Stm-5

Site Name: Meadowood Detention Pond (South)

Location Map



Site Information

Site ID: Stm-5-3008

Site Address:

Next To 14320 Talawa Dr.

Category: Pond

Site Area Sq Ft: 12,058

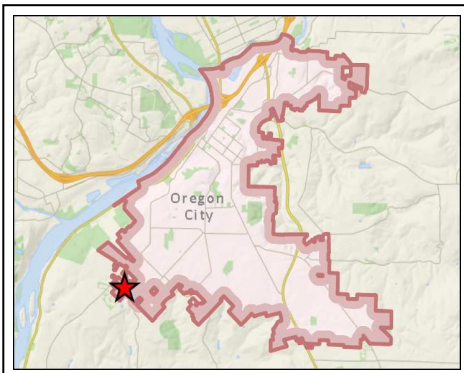
Site Detail Map



RFP ID: Stm-6

Site Name: Chestnut Circle Detention Pond

Location Map



Site Information

Site ID: Stm-6-3009

Site Address:

Across From 11354 Legato Dr.

Category: Pond

Site Area Sq Ft: 11,388

Site Detail Map

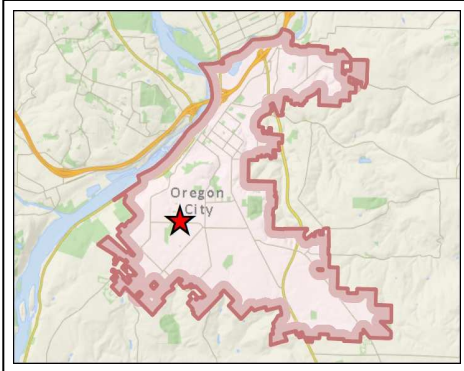


Stormwater Division - Pond Sites continued

RFP ID: Stm-7

Site Name: Sophia Gardens Detention Pond

Location Map



Site Information

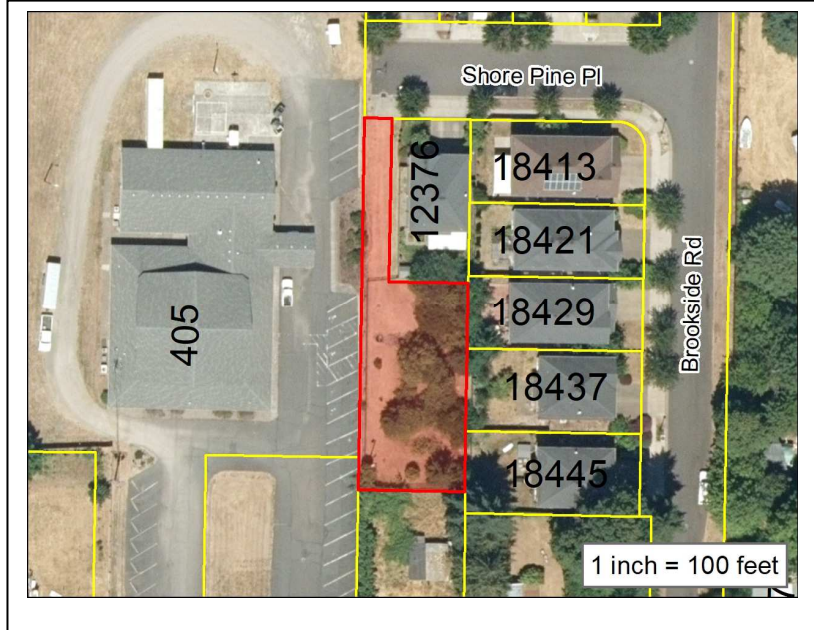
Site ID: Stm-7-3014

Site Address: In Front Of Church
Next To 419 Warner Parrot Rd.

Category: Pond

Site Area Sq Ft: 7,947

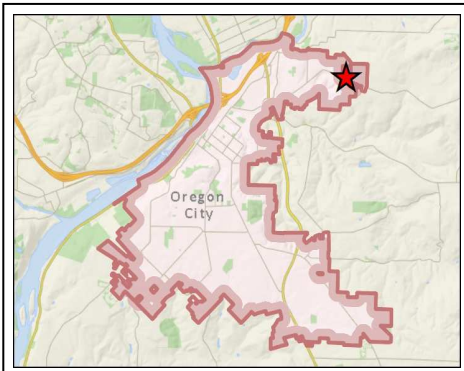
Site Detail Map



RFP ID: Stm-8

Site Name: Barlow Crest Detention Pond

Location Map



Site Information

Site ID: Stm-8-3016

Site Address:
At The End Of Josi Court

Category: Pond

Site Area Sq Ft: 20,423

Site Detail Map

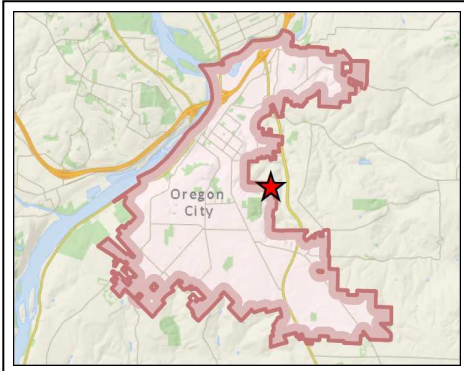


Stormwater Division - Pond Sites continued

RFP ID: Stm-9

Site Name: Newell Ridge Detention Pond

Location Map



Site Information

Site ID: Stm-9-3018

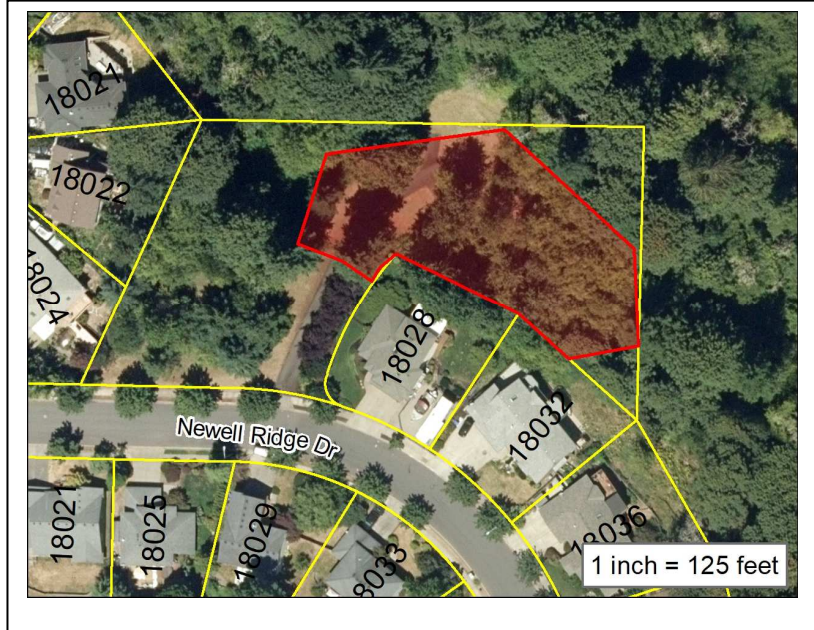
Site Address:

Behind 18028 Newell Ridge Dr.

Category: Pond

Site Area Sq Ft: 20,975

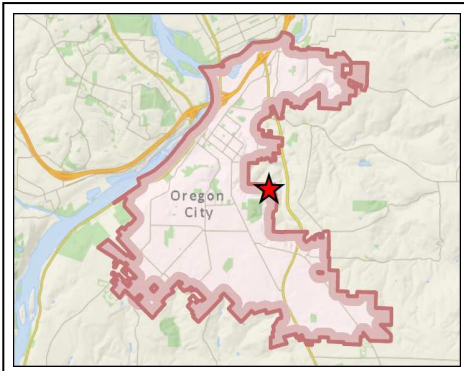
Site Detail Map



RFP ID: Stm-10

Site Name: Barclay Hills Detention Pond

Location Map



Site Information

Site ID: Stm-10-3019

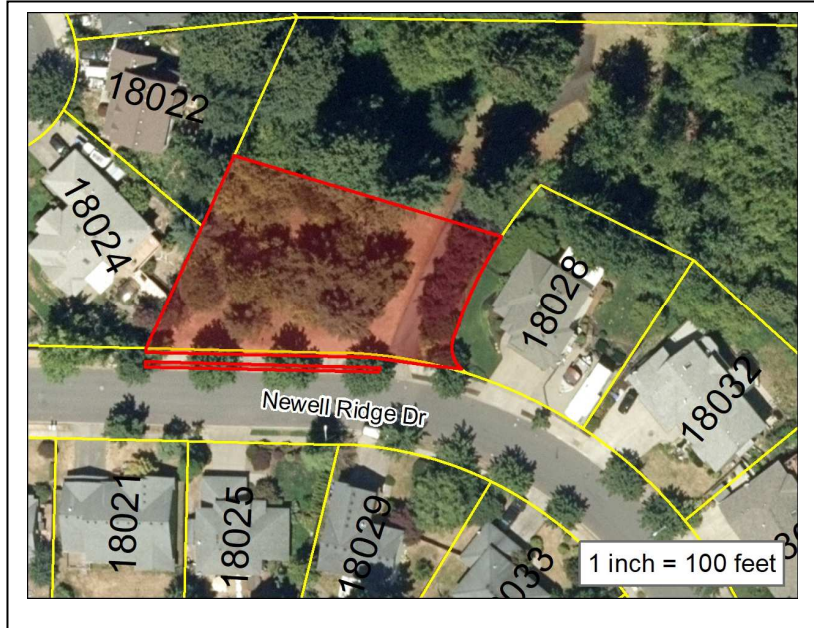
Site Address: Across From 18025

Newell Ridge Drive

Category: Pond

Site Area Sq Ft: 14,869

Site Detail Map

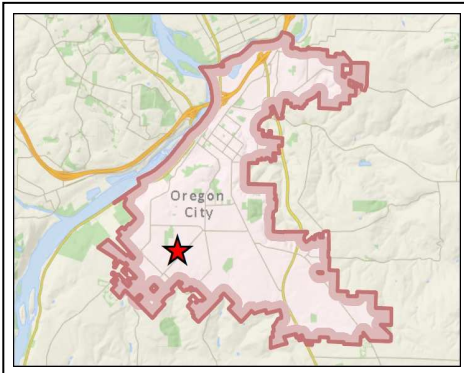


Stormwater Division - Pond Sites continued

RFP ID: Stm-11

Site Name: Duck Run Detention Pond

Location Map



Site Information

Site ID: Stm-11-3021

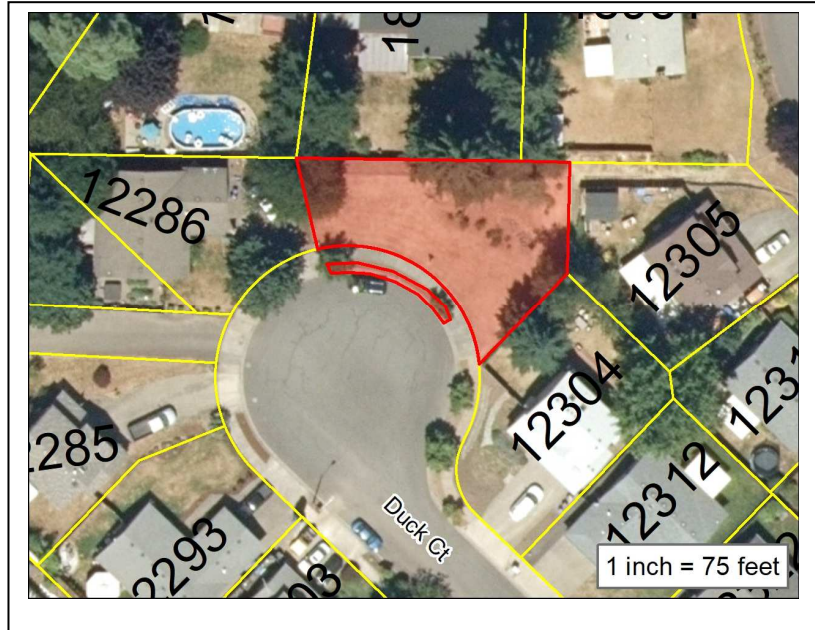
Site Address:

Next To 12304 Duck Court

Category: Pond

Site Area Sq Ft: 5,657

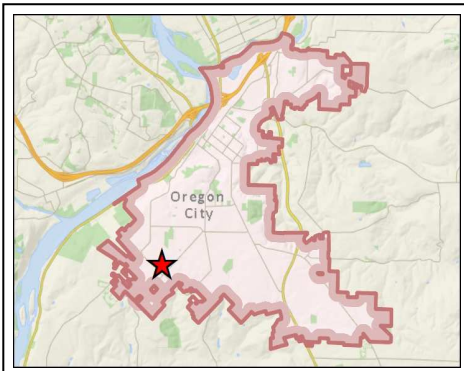
Site Detail Map



RFP ID: Stm-12

Site Name: Conn Street Detention Pond

Location Map



Site Information

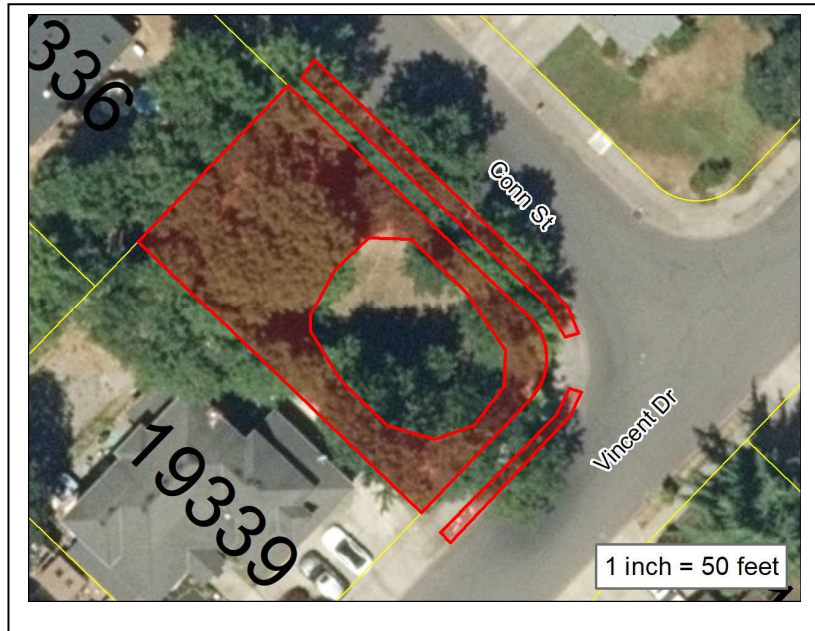
Site ID: Stm-12-3022

Site Address: Corner of Vincent Dr
& Conn St

Category: Pond

Site Area Sq Ft: 4,929

Site Detail Map

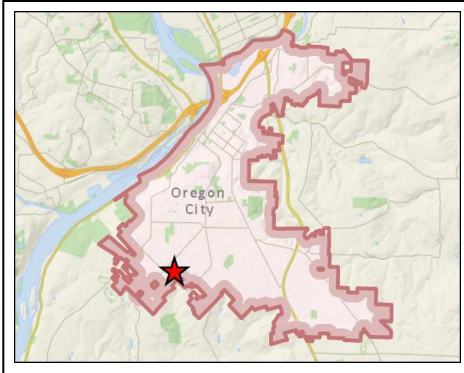


Stormwater Division - Pond Sites continued

RFP ID: Stm-13

Site Name: Salmon Springs Detention Pond

Location Map



Site Information

Site ID: Stm-13-3024

Site Address:

Next To 19450 Sunset Springs Drive

Category: Pond

Site Area Sq Ft: 4,465

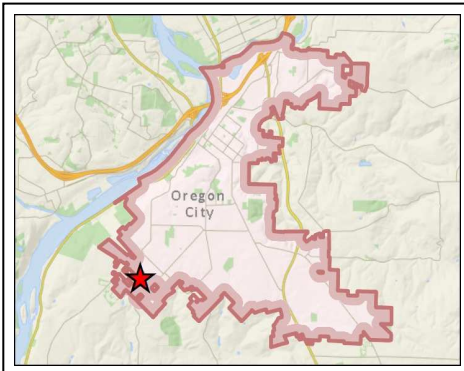
Site Detail Map



RFP ID: Stm-14

Site Name: Hazel Grove Detention Pond

Location Map



Site Information

Site ID: Stm-14-3026

Site Address:

19389 Hazel Grove Dr.

Category: Pond

Site Area Sq Ft: 12562

Site Detail Map

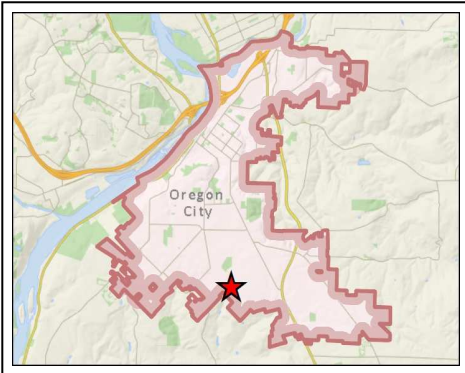


Stormwater Division - Pond Sites continued

RFP ID: Stm-15

Site Name: Moccasin Detention Pond

Location Map



Site Information

Site ID: Stm-15-3029

Site Address: Across From 13147
Moccasin Way

Category: Pond

Site Area Sq Ft: 43,321

Site Detail Map

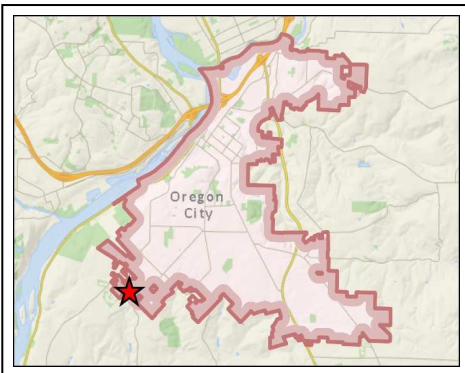


1 inch = 125 feet

RFP ID: Stm-16

Site Name: Kolar Detention Pond

Location Map



Site Information

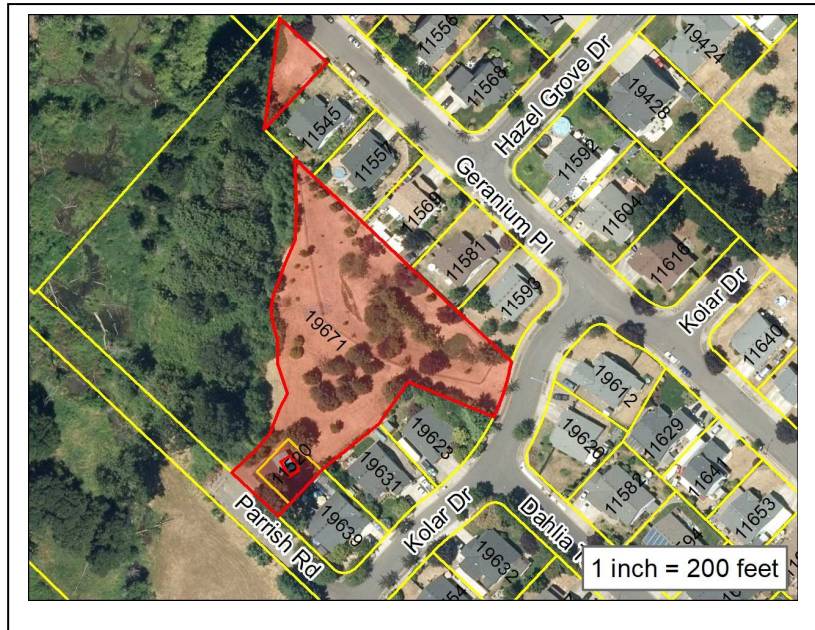
Site ID: Stm-16-3030

Site Address: 19671 Kolar Dr &
11519 Parrish Rd (2 parcels)

Category: Pond

Site Area Sq Ft: 52,625

Site Detail Map



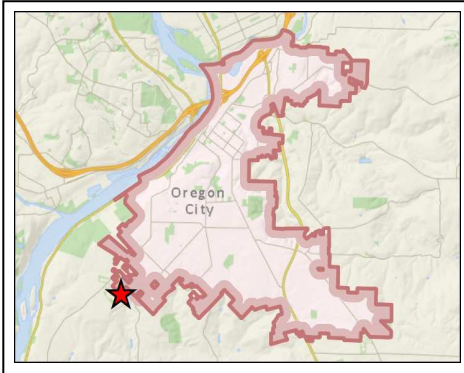
1 inch = 200 feet

Stormwater Division - Pond Sites continued

RFP ID: Stm-17

Site Name: Parrish Grove Detention Pond

Location Map



Site Information

Site ID: Stm-17-3032

Site Address: Behind 11664 & 11688 Finnegan's Way

Category: Pond

Site Area Sq Ft: 14,689

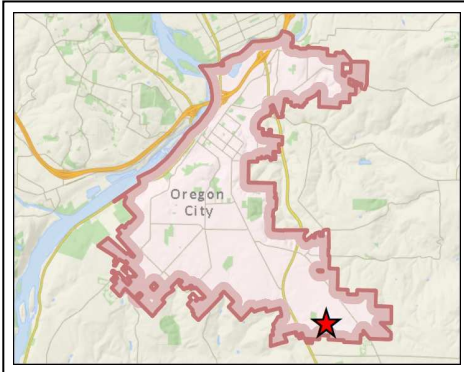
Site Detail Map



RFP ID: Stm-18

Site Name: Glen Oak Natural Area Ponds

Location Map



Site Information

Site ID: Stm-18-3036

Site Address: Between Glen Oak Rd & Andrea Lynn Ter

Category: Pond

Site Area Sq Ft: 47,741

Site Detail Map

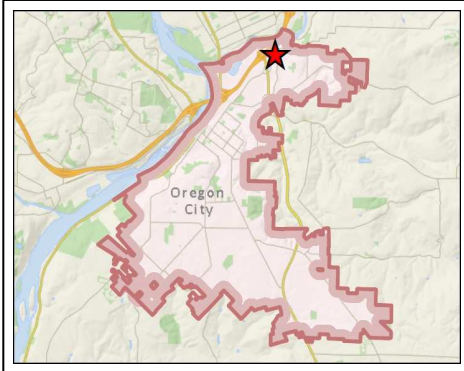


Stormwater Division - Pond Sites continued

RFP ID: Stm-21

Site Name: Melinda Detention Pond

Location Map



Site Information

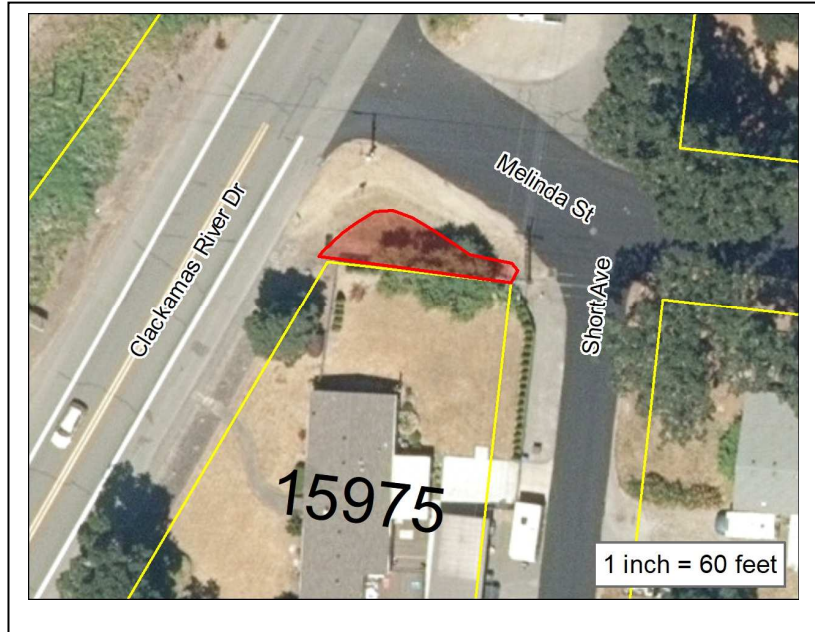
Site ID: Stm-21-3042

Site Address: Intersection Of
Melinda St. & Short Ave.

Category: Pond

Site Area Sq Ft: 720

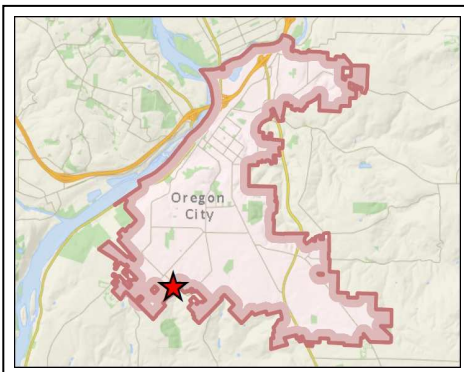
Site Detail Map



RFP ID: Stm-22

Site Name: Hazelcreek Farms Detention Ponds

Location Map



Site Information

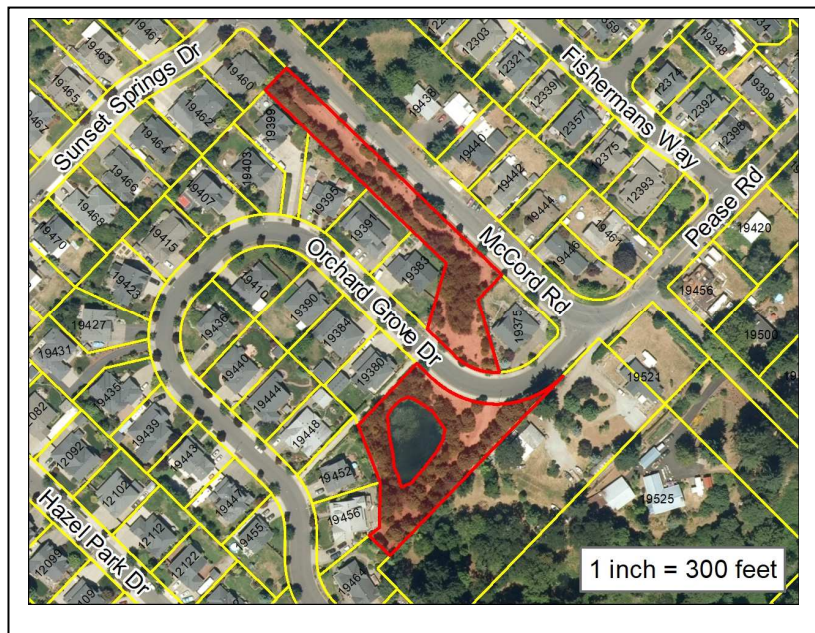
Site ID: Stm-22-3044

Site Address: Next to 19380 Orchard
Grove Dr & along Mccord Rd (2 Ponds)

Category: Pond

Site Area Sq Ft: 68,132

Site Detail Map

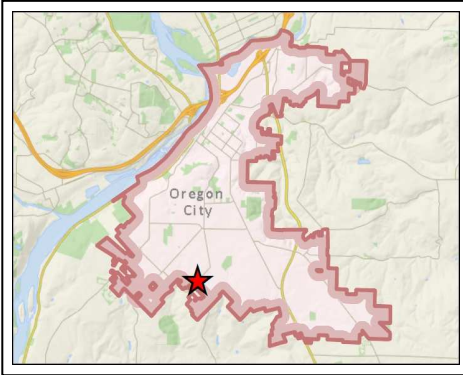


Stormwater Division - Pond Sites continued

RFP ID: Stm-23

Site Name: Willow Run Estates Detention Pond

Location Map



Site Information

Site ID: Stm-23-3045
Site Address: Across From Corner Of Leland Rd. & Caddis Pl.
Category: Pond
Site Area Sq Ft: 7,737

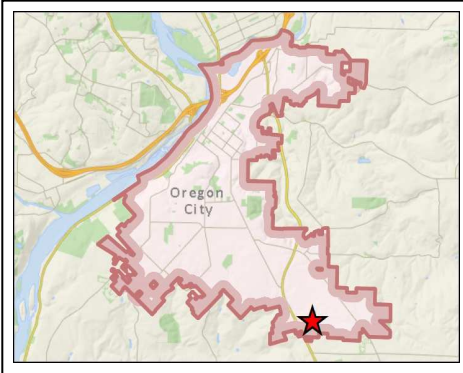
Site Detail Map



RFP ID: Stm-24

Site Name: Bailey Estates Detention Pond

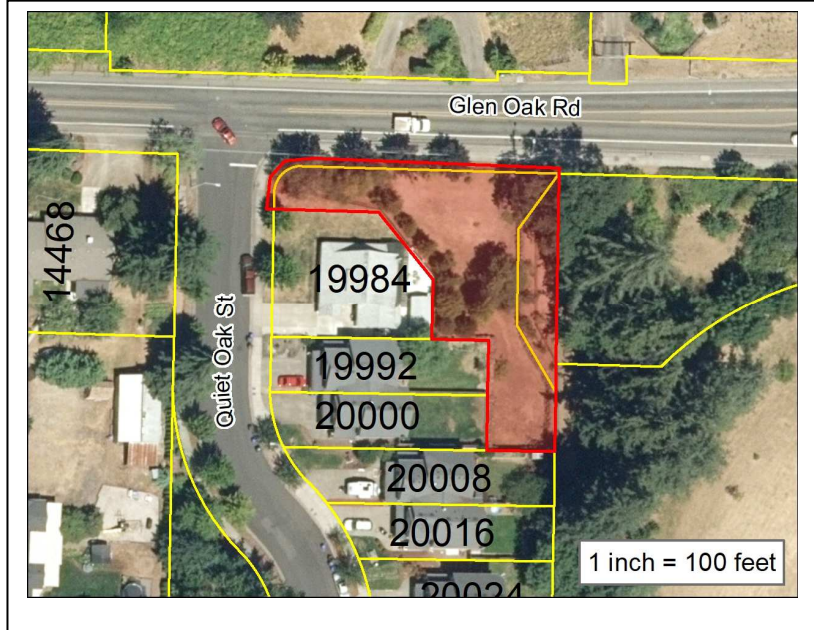
Location Map



Site Information

Site ID: Stm-24-3046
Site Address: Behind 19984 Quiet Oak St.
Category: Pond
Site Area Sq Ft: 11,731

Site Detail Map

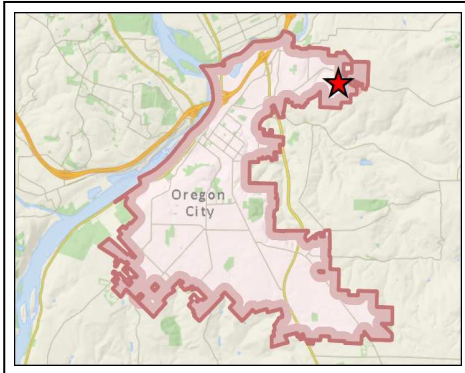


Stormwater Division - Pond Sites continued

RFP ID: Stm-25

Site Name: Tracey Heights Detention Pond

Location Map



Site Information

Site ID: Stm-25-3047

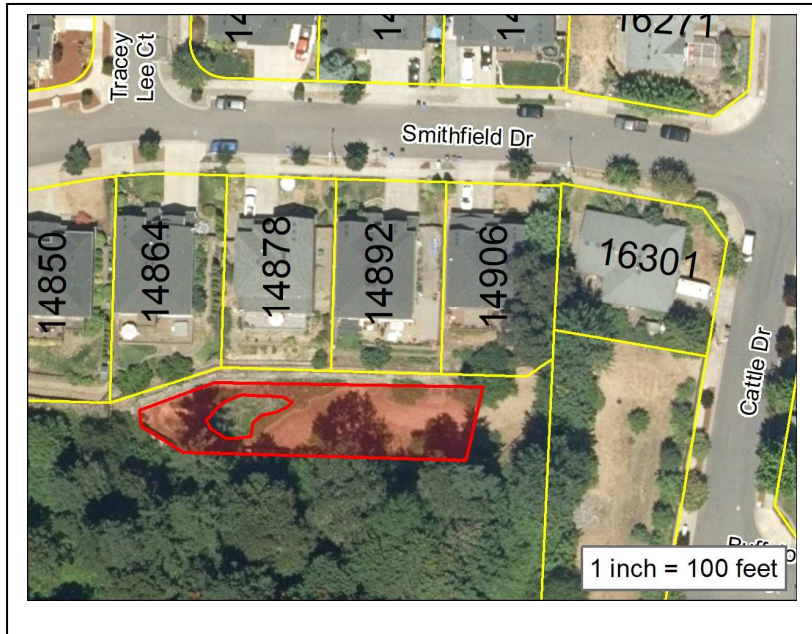
Site Address:

Behind 14878 Smithfield Dr.

Category: Pond

Site Area Sq Ft: 6,028

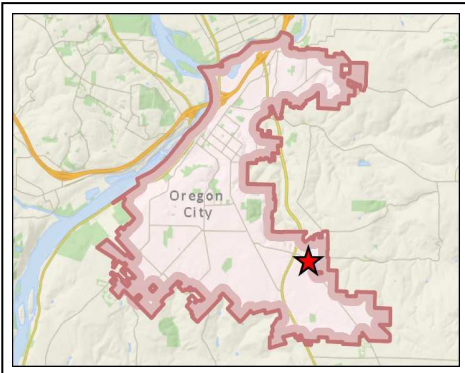
Site Detail Map



RFP ID: Stm-26

Site Name: Berry Hill Detention Pond

Location Map



Site Information

Site ID: Stm-26-3049

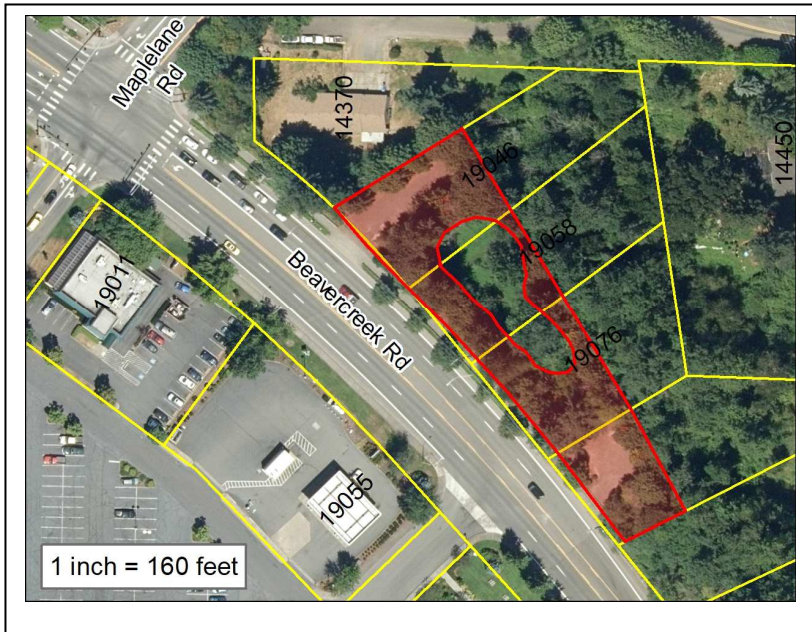
Site Address:

19046-19076 Beaver Creek Rd.

Category: Pond

Site Area Sq Ft: 28,323

Site Detail Map

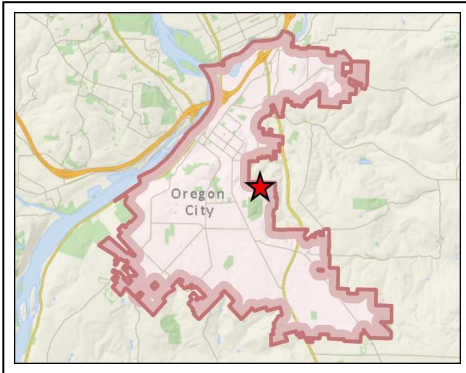


Stormwater Division - Pond Sites continued

RFP ID: Stm-27

Site Name: Detention Pond at Barclay Hills Pump Station

Location Map



Site Information

Site ID: Stm-27-3050

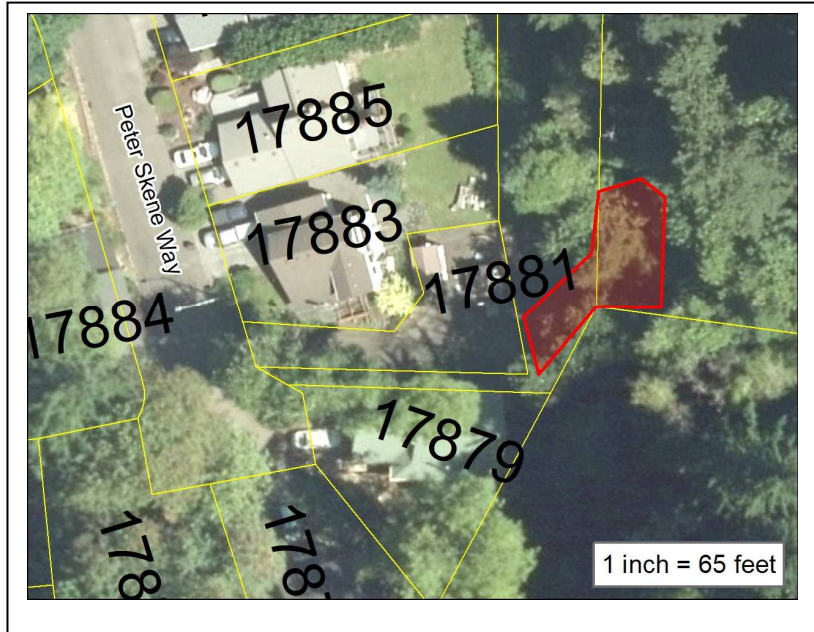
Site Address:

Behind 17883 Peter Skene Way

Category: Pond

Site Area Sq Ft: 1,560

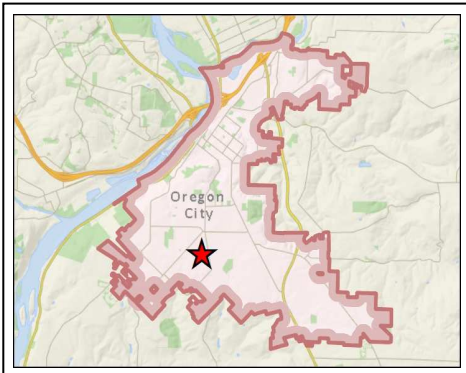
Site Detail Map



RFP ID: Stm-28

Site Name: May's Point Detention Pond

Location Map



Site Information

Site ID: Stm-28-3051

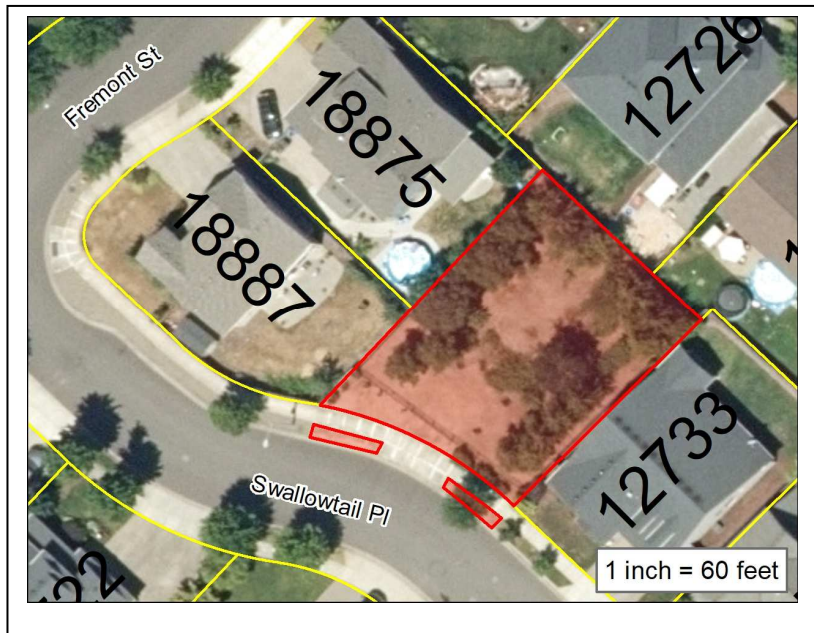
Site Address:

Next To 12733 Swallowtail Pl.

Category: Pond

Site Area Sq Ft: 6,659

Site Detail Map

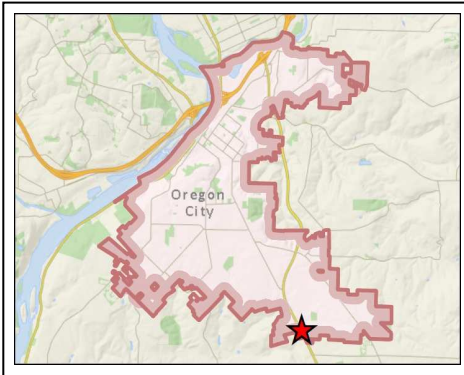


Stormwater Division - Pond Sites continued

RFP ID: Stm-29

Site Name: Sequoia Detention Pond (South)

Location Map



Site Information

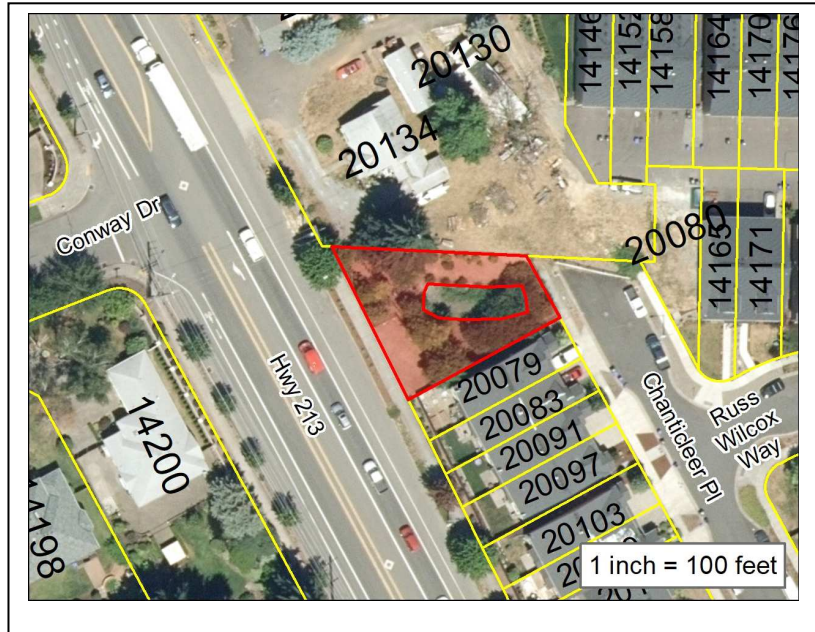
Site ID: Stm-29-3053

Site Address: Chanticleer Place & Hwy 213

Category: Pond

Site Area Sq Ft: 5,153

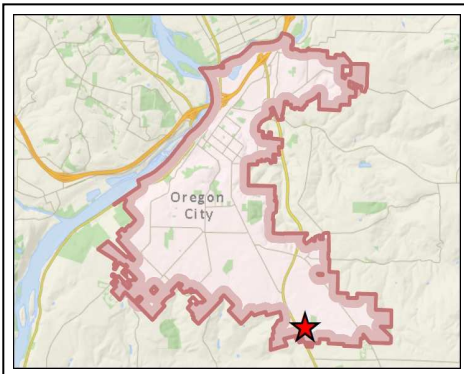
Site Detail Map



RFP ID: Stm-30

Site Name: Sequoia Detention Ponds (North) + Median

Location Map



Site Information

Site ID: Stm-30-3101

Site Address: Murren Way & Berge View Ave
Glen Oak Rd traffic island

Category: Pond

Site Area Sq Ft: 20,629

Site Detail Map

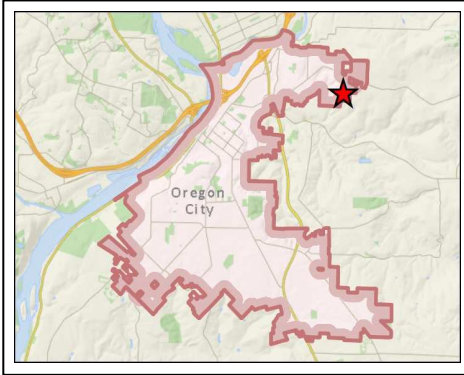


Stormwater Division - Pond Sites continued

RFP ID: Stm-31

Site Name: Trails View Estates Detention Pond

Location Map



Site Information

Site ID: Stm-31-3056

Site Address:

Next To 15010 Journey Dr.

Category: Pond

Site Area Sq Ft: 14,401

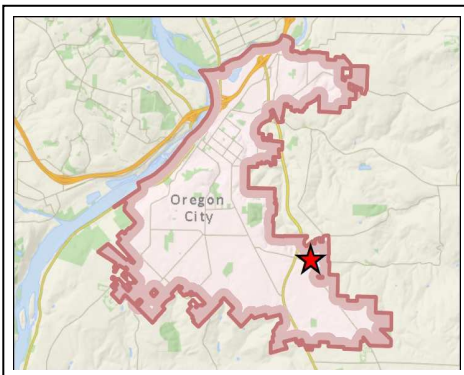
Site Detail Map



RFP ID: Stm-32

Site Name: Walnut Grove Detention Pond

Location Map



Site Information

Site ID: Stm-32-3057

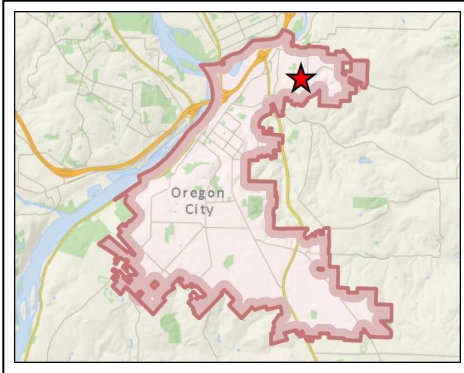
Site Address: Corner Of Thayer Rd.
& Maplelane Rd.

Category: Pond

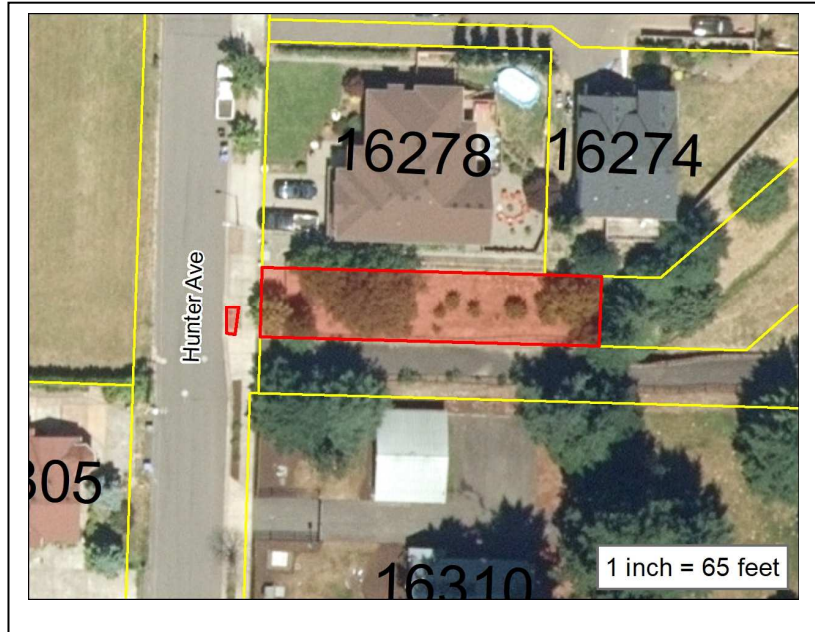
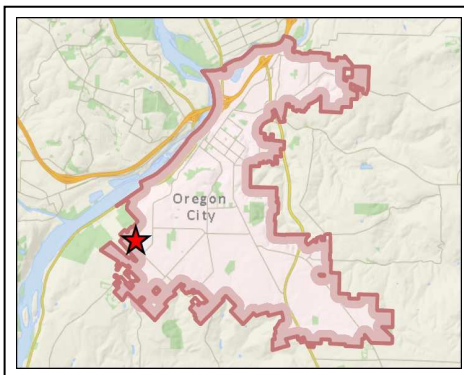
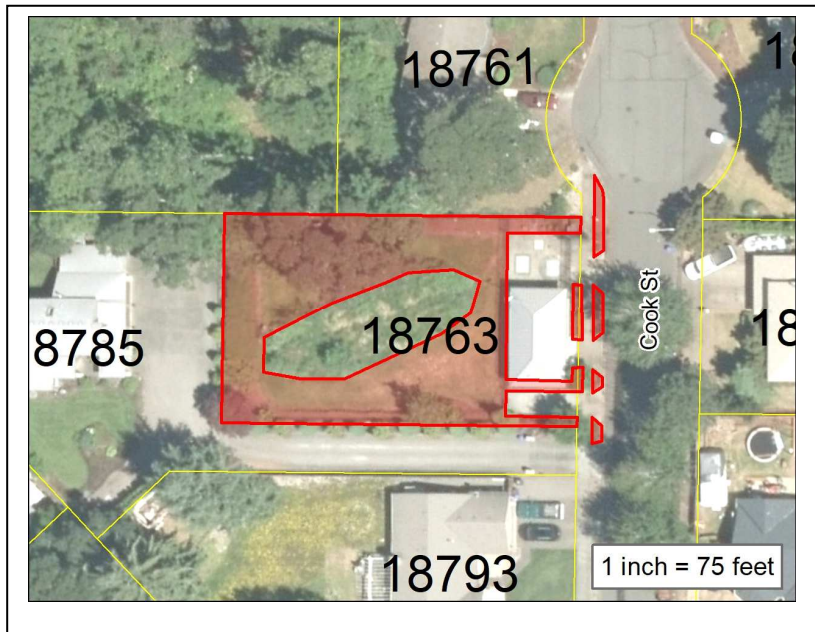
Site Area Sq Ft: 27,487

Site Detail Map



Stormwater Division - Pond Sites continued**RFP ID:** Stm-33**Site Name:** Allen Heights Detention Pond**Location Map****Site Information****Site ID:** Stm-33-3059**Site Address:**

Next To 16278 Hunter Ave.

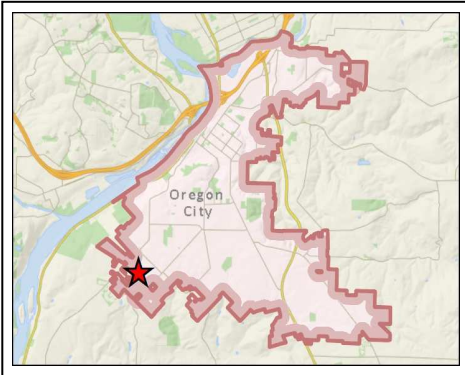
Category: Pond**Site Area Sq Ft:** 3,039**Site Detail Map****RFP ID:** Stm-34**Site Name:** Cook St Pump Station Detention Pond & Planters**Location Map****Site Information****Site ID:** Stm-34-3061**Site Address:** 18763 Cook St**Category:** Pond**Site Area Sq Ft:** 8,469**Site Detail Map**

Stormwater Division - Pond Sites continued

RFP ID: Stm-35

Site Name: Filbert Detention Pond

Location Map



Site Information

Site ID: Stm-35-3064

Site Address:

Next To 11680 Filbert Dr.

Category: Pond

Site Area Sq Ft: 40,174

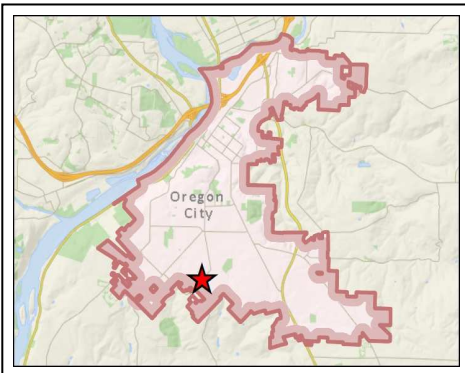
Site Detail Map



RFP ID: Stm-36

Site Name: Gentry Highlands Detention Pond

Location Map



Site Information

Site ID: Stm-36-3066

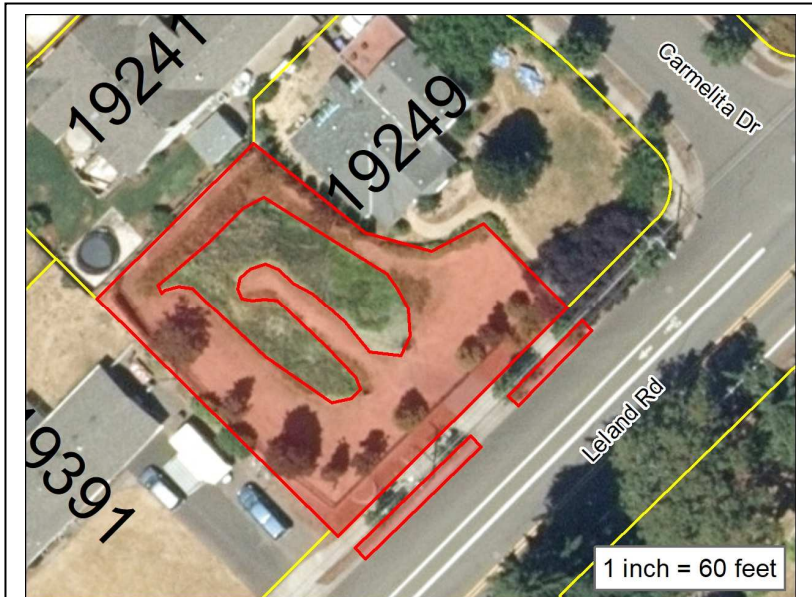
Site Address:

Next To 19391 Leland Rd.

Category: Pond

Site Area Sq Ft: 7,820

Site Detail Map

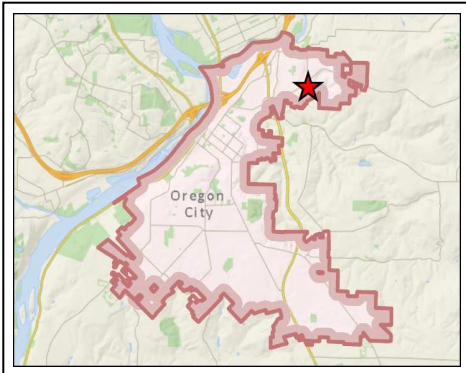


Stormwater Division - Pond Sites continued

RFP ID: Stm-37

Site Name: Jennifer Estates Detention Pond

Location Map



Site Information

Site ID: Stm-37-3068

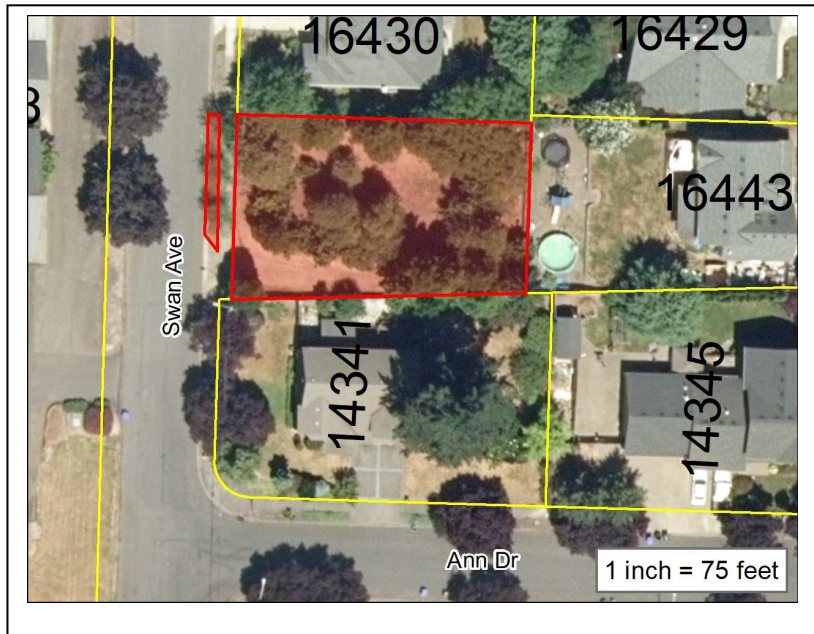
Site Address:

Next To 16430 Swan Ave.

Category: Pond

Site Area Sq Ft: 8,975

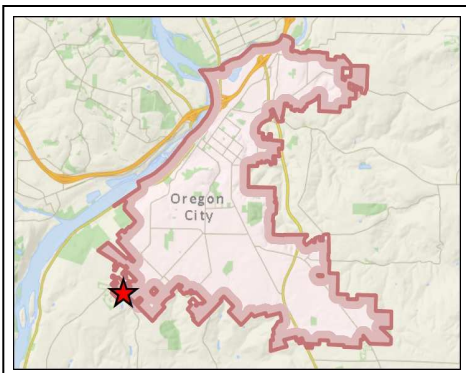
Site Detail Map



RFP ID: Stm-38

Site Name: Little Creek Detention Pond

Location Map



Site Information

Site ID: Stm-38-3069

Site Address:

Behind 11402 Parrish Rd.

Category: Pond

Site Area Sq Ft: 13,420

Site Detail Map

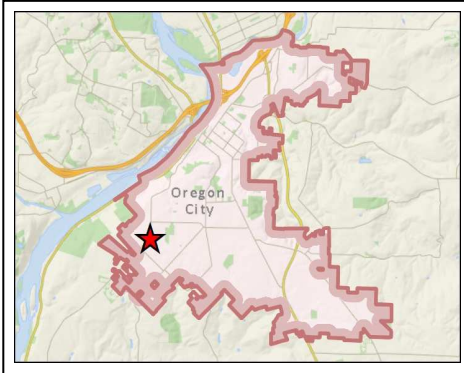


Stormwater Division - Pond Sites continued

RFP ID: Stm-39

Site Name: Maxwell Meadows Detention Pond

Location Map



Site Information

Site ID: Stm-39-3071

Site Address:

Next To 11858 Maxwell Ct.

Category: Pond

Site Area Sq Ft: 8,487

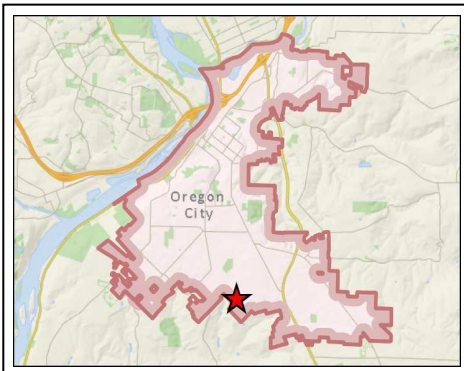
Site Detail Map



RFP ID: Stm-40

Site Name: Millennium Park Detention Pond

Location Map



Site Information

Site ID: Stm-40-3077

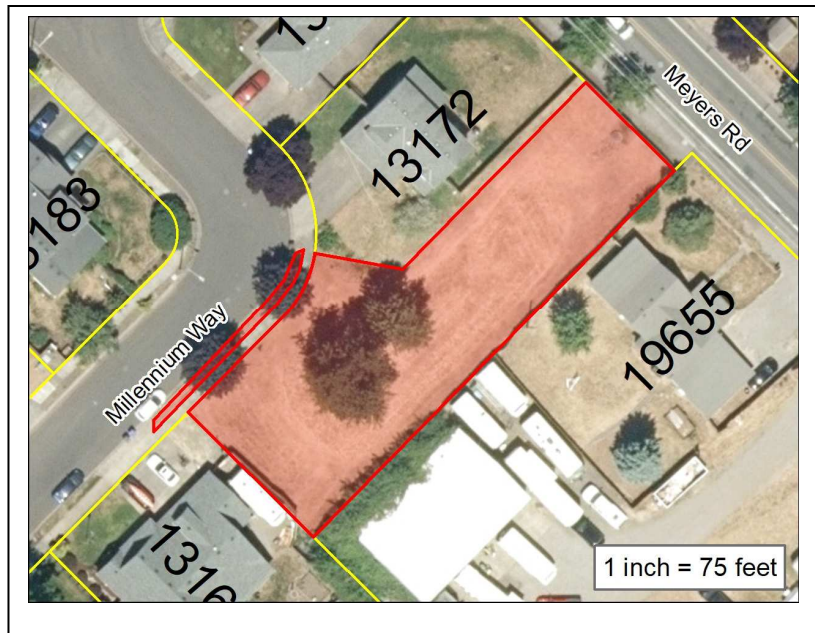
Site Address: Next To 13172

Millennium Way

Category: Pond

Site Area Sq Ft: 13,210

Site Detail Map

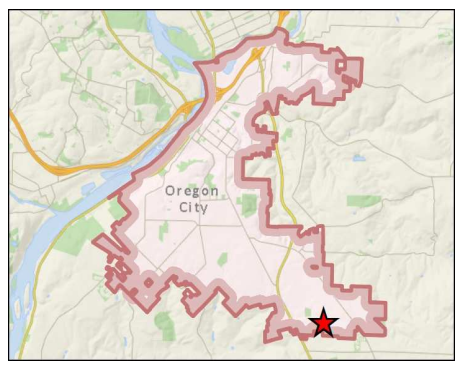


Stormwater Division - Pond Sites continued

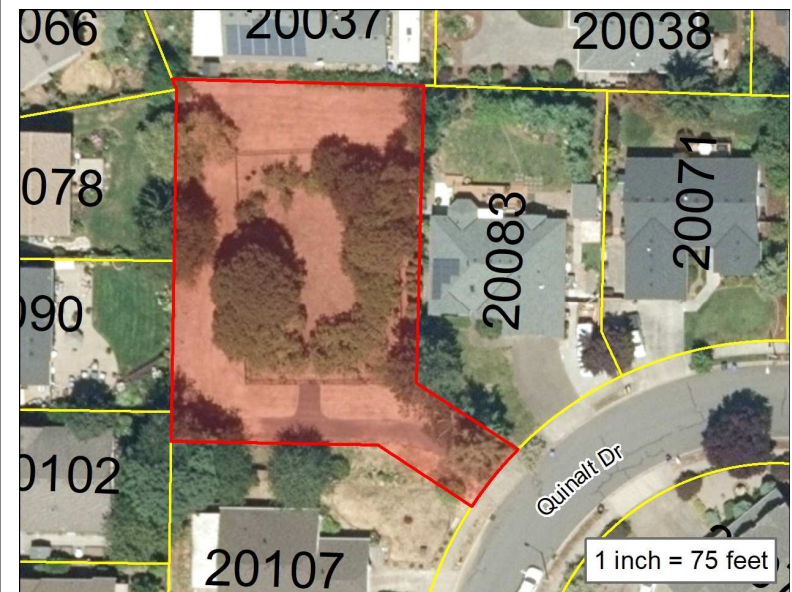
RFP ID: Stm-41

Site Name: Quinalt Detention Pond

Location Map



Site Detail Map



Site Information

Site ID: Stm-41-3079

Site Address:

Next To 20083 Quinalt Dr.

Category: Pond

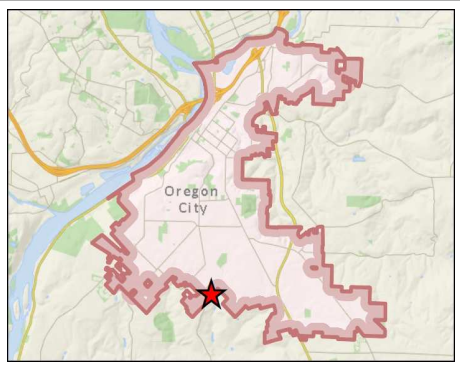
Site Area Sq Ft: 16,043

1 inch = 75 feet

RFP ID: Stm-42

Site Name: Silver Fox Detention Pond

Location Map



Site Detail Map



Site Information

Site ID: Stm-42-3080

Site Address: Next To
12958 Frontier Pkwy

Category: Pond

Site Area Sq Ft: 15,605

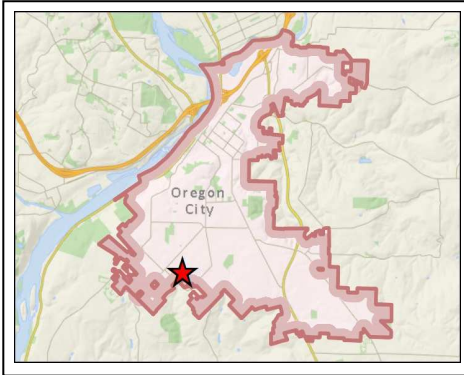
1 inch = 100 feet

Stormwater Division - Pond Sites continued

RFP ID: Stm-43

Site Name: South Hampton Detention Pond

Location Map



Site Information

Site ID: Stm-43-3081

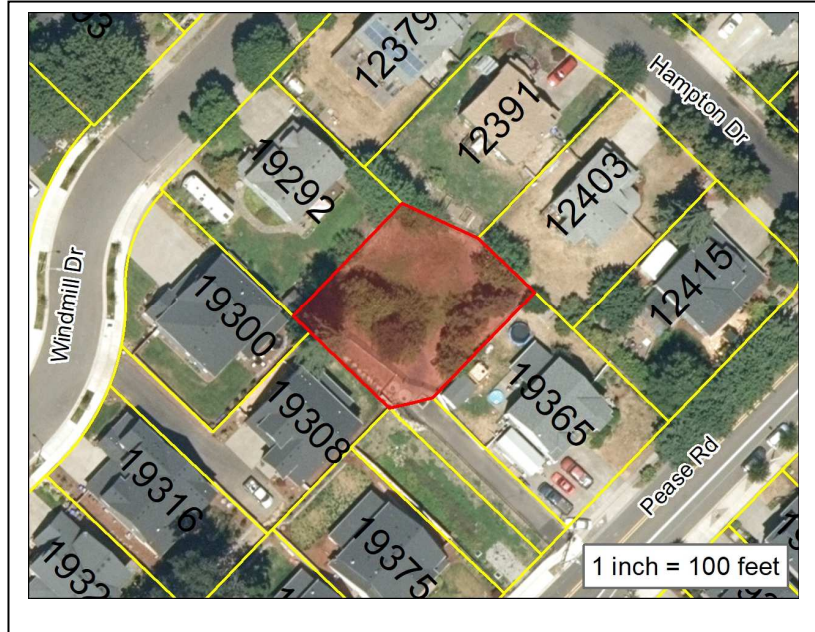
Site Address:

Behind 19365 Pease Rd.

Category: Pond

Site Area Sq Ft: 8,182

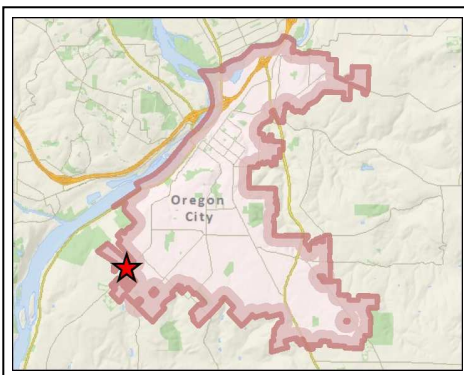
Site Detail Map



RFP ID: Stm-44

Site Name: South Ridge Detention Pond

Location Map



Site Information

Site ID: Stm-44-3082

Site Address: Corner Of Shelby Rose Dr. & South End Rd.

Category: Pond

Site Area Sq Ft: 23,489

Site Detail Map

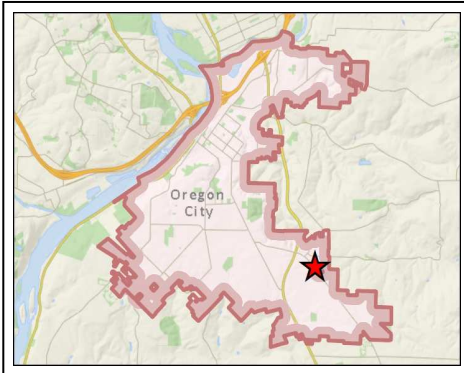


Stormwater Division - Pond Sites continued

RFP ID: Stm-45

Site Name: Thayer Detention Pond

Location Map



Site Information

Site ID: Stm-45-3083

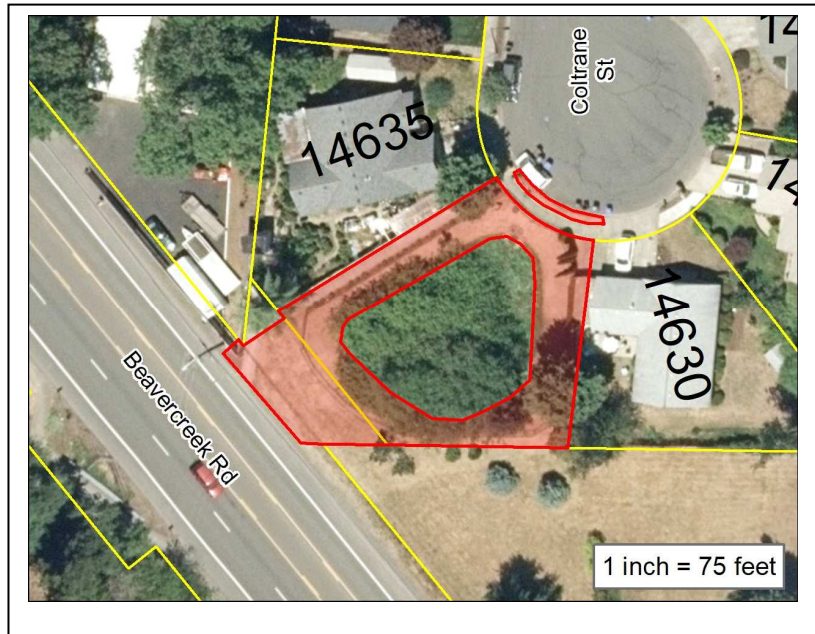
Site Address:

Next To 14630 Coltrane St.

Category: Pond

Site Area Sq Ft: 7,112

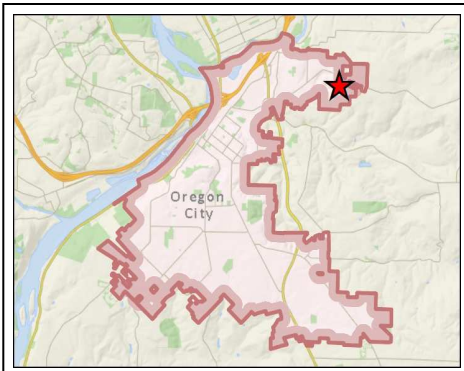
Site Detail Map



RFP ID: Stm-46

Site Name: Wasco Acres Detention Pond

Location Map



Site Information

Site ID: Stm-46-3084

Site Address:

Across From 14953 Buffalo Way

Category: Pond

Site Area Sq Ft: 20,238

Site Detail Map

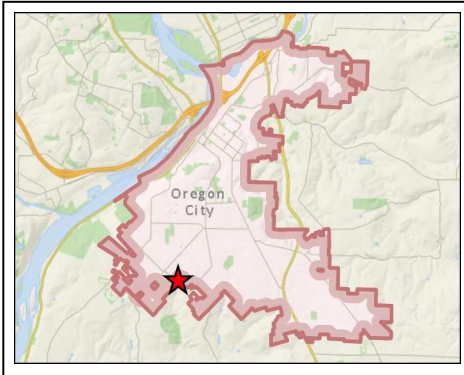


Stormwater Division - Pond Sites continued

RFP ID: Stm-47

Site Name: Chinook Landing Detention Pond

Location Map



Site Information

Site ID: Stm-47-3086

Site Address: Corner Of Pease Rd.
& Fisherman's Way

Category: Pond

Site Area Sq Ft: 7,036

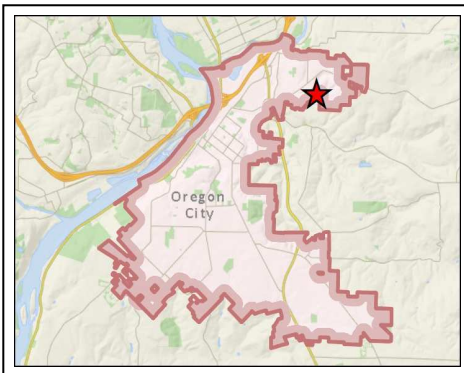
Site Detail Map



RFP ID: Stm-48

Site Name: Holcomb Ridge Detention Pond

Location Map



Site Information

Site ID: Stm-48-3087

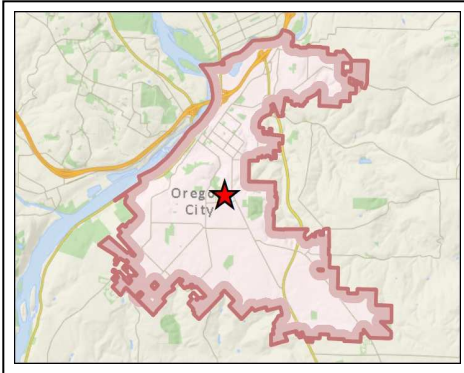
Site Address:
Next To 16587 Oak Tree Terrace

Category: Pond

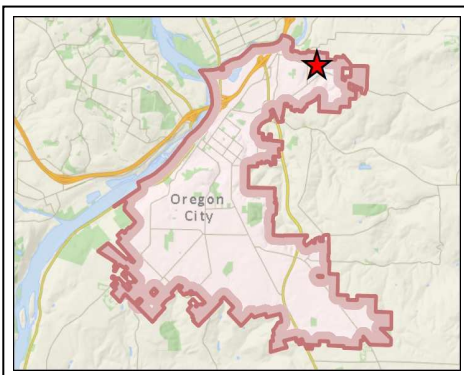
Site Area Sq Ft: 14,961

Site Detail Map



Stormwater Division - Pond Sites continued**RFP ID:** Stm-49**Site Name:** Knott's Landing Detention Pond**Location Map****Site Information****Site ID:** Stm-49-3088**Site Address:**

Corner Of Maggie Pl. & Cedar Ln.

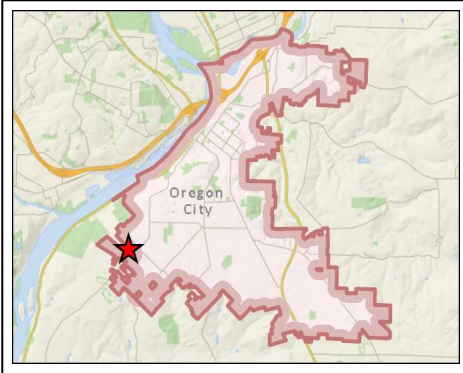
Category: Pond**Site Area Sq Ft:** 4,088**Site Detail Map****RFP ID:** Stm-50**Site Name:** Camillia Place Detention Pond**Location Map****Site Information****Site ID:** Stm-50-3090**Site Address:** Corner Of Moss Lake Way & Blue Mountain Way**Category:** Pond**Site Area Sq Ft:** 7,343**Site Detail Map**

Stormwater Division - Pond Sites continued

RFP ID: Stm-51

Site Name: Dawn Meadows Detention Pond (Middle)

Location Map



Site Information

Site ID: Stm-51-3092

Site Address:

Across From 11600 Darling Way

Category: Pond

Site Area Sq Ft: 11,723

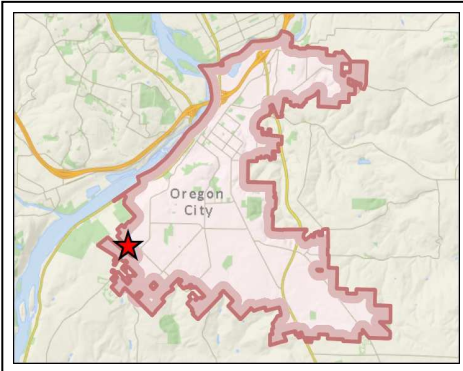
Site Detail Map



RFP ID: Stm-52

Site Name: Dawn Meadows Detention Pond (North)

Location Map



Site Information

Site ID: Stm-52-3093

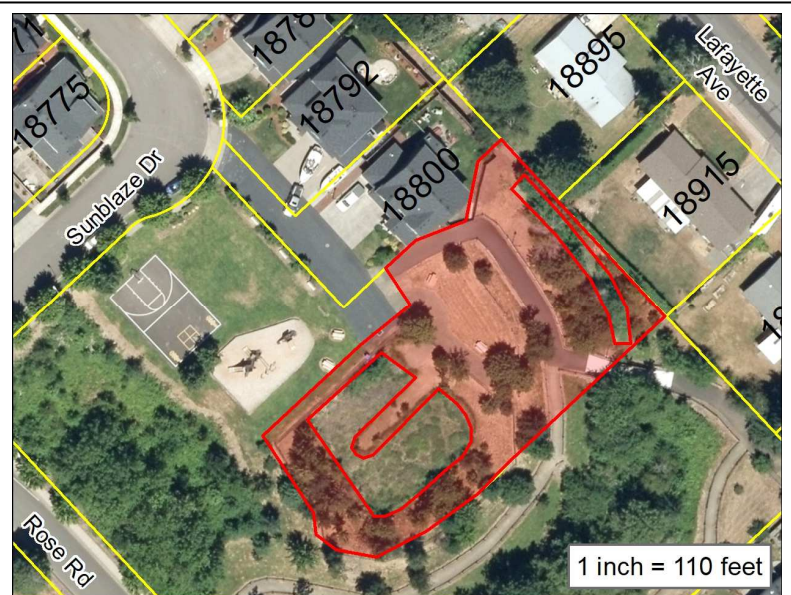
Site Address:

Across From 18800 Sunblaze Dr.

Category: Pond

Site Area Sq Ft: 22,163

Site Detail Map

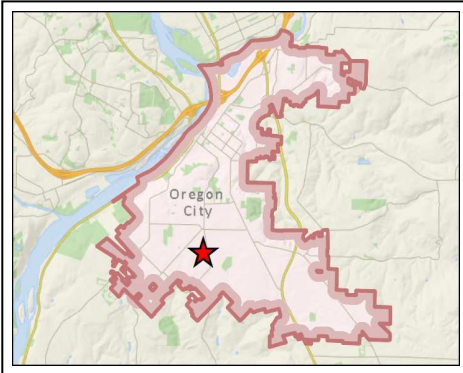


Stormwater Division - Pond Sites continued

RFP ID: Stm-53

Site Name: Katy's Place Detention Pond

Location Map



Site Information

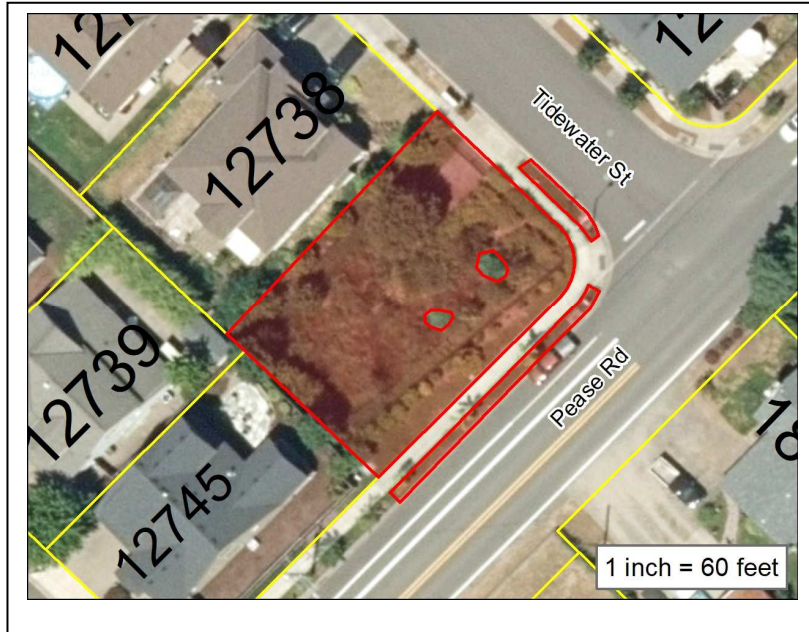
Site ID: Stm-53-3094

Site Address: Intersection Of
Tidewater St. & Pease Rd.

Category: Pond

Site Area Sq Ft: 7,390

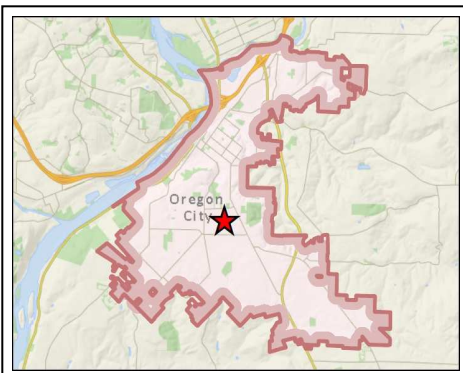
Site Detail Map



RFP ID: Stm-54

Site Name: Laurel Lane Detention Pond

Location Map



Site Information

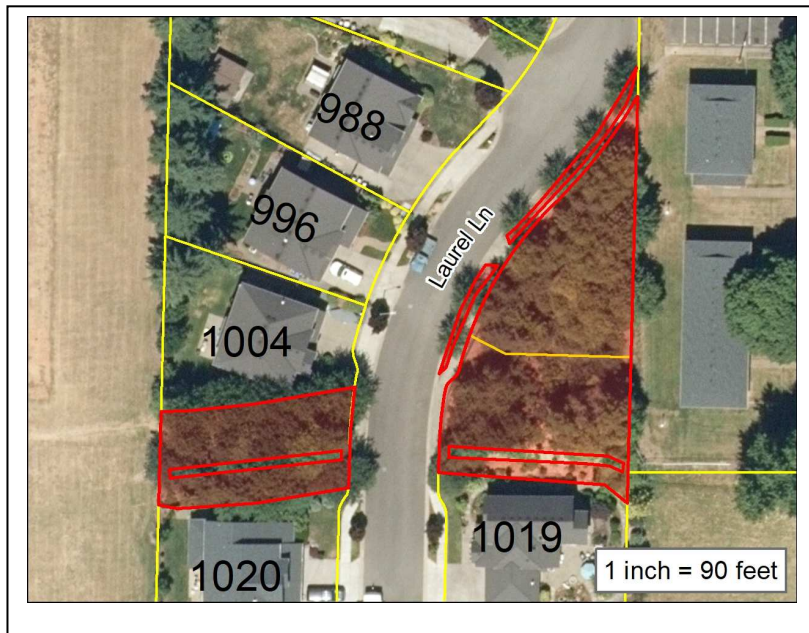
Site ID: Stm-54-3095

Site Address:
Across From 996 Laurel Lane

Category: Pond

Site Area Sq Ft: 15,710

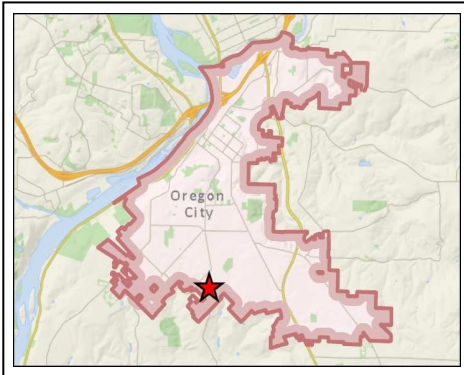
Site Detail Map



Stormwater Division - Pond Sites continued

RFP ID: Stm-55 **Site Name:** Aidan's Glenn Detention Pond (Formerly McDowell)

Location Map



Site Information

Site ID: Stm-55-3097

Site Address:

Next To 19425 McDowell Ln.

Category: Pond

Site Area Sq Ft: 8,046

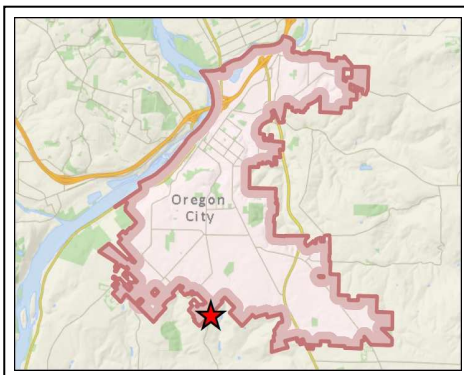
Site Detail Map



RFP ID: Stm-56

Site Name: Newberry Detention Pond

Location Map



Site Information

Site ID: Stm-56-3099

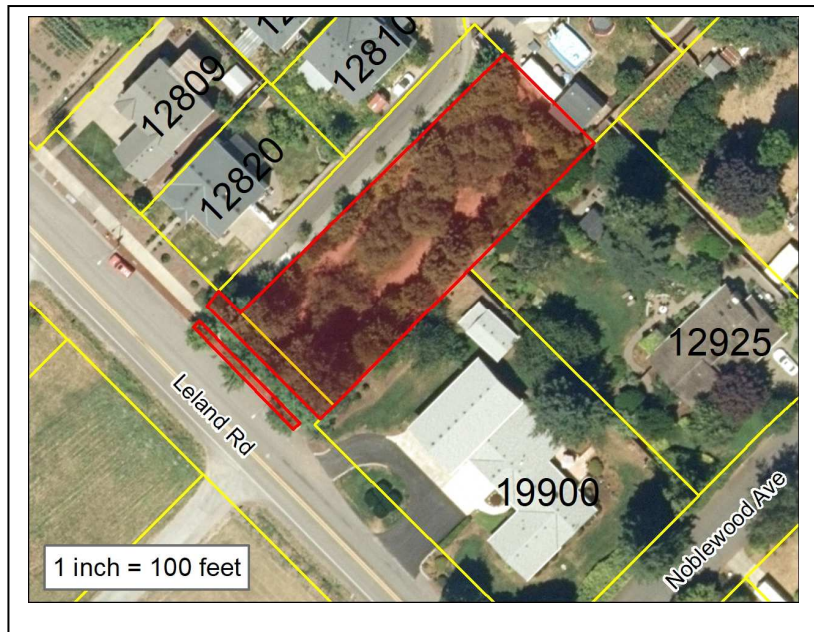
Site Address:

Across From 12810 Joys Drive

Category: Pond

Site Area Sq Ft: 15,464

Site Detail Map

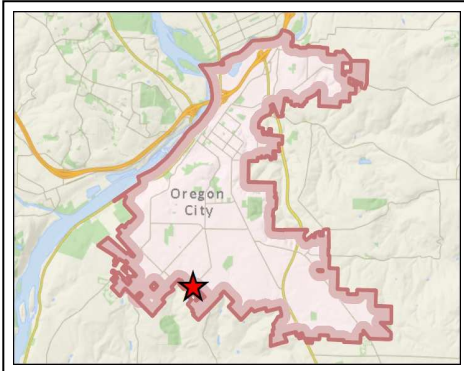


Stormwater Division - Pond Sites continued

RFP ID: Stm-57

Site Name: Rian Park Detention Pond

Location Map



Site Information

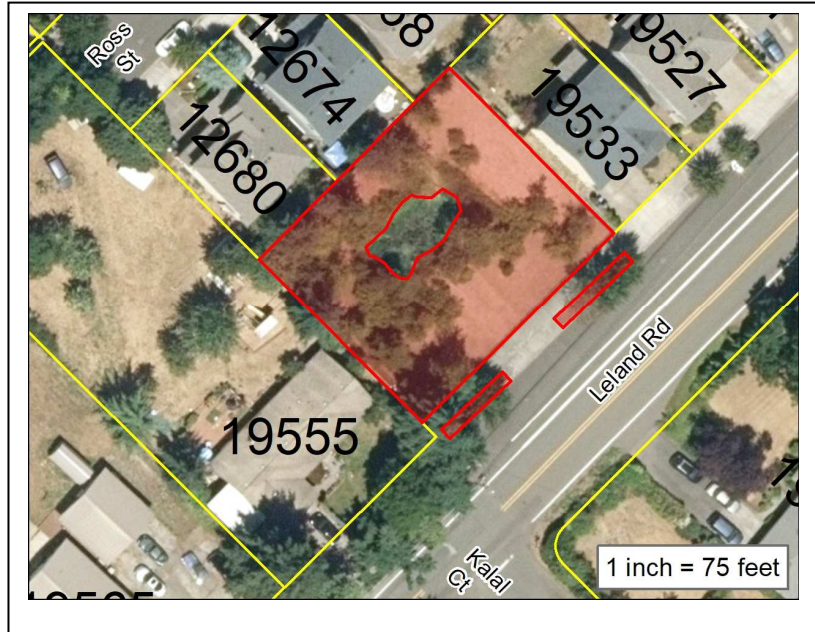
Site ID: Stm-57-3100

Site Address:
Next To 19533 Leland Rd.

Category: Pond

Site Area Sq Ft: 10,137

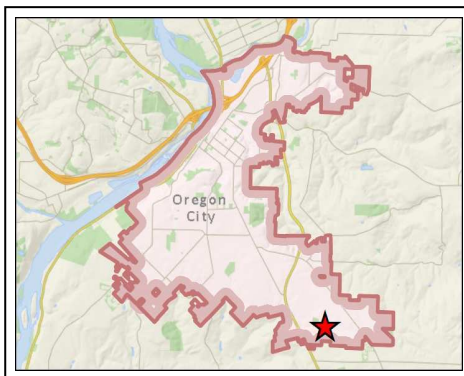
Site Detail Map



RFP ID: Stm-58

Site Name: Sequoia Crossing Detention Pond

Location Map



Site Information

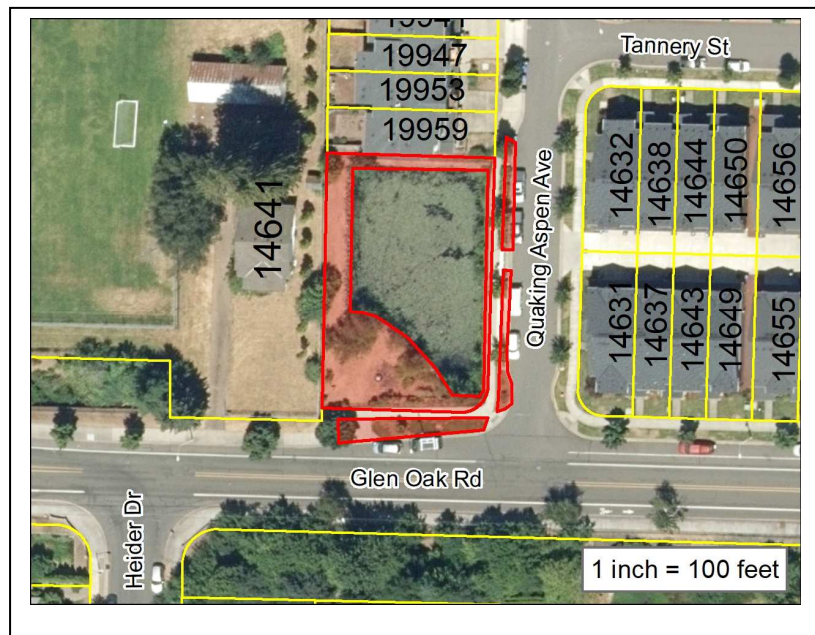
Site ID: Stm-58-3102

Site Address: Corner Of Glen Oak &
Quaking Aspen Ave.

Category: Pond

Site Area Sq Ft: 6,690

Site Detail Map

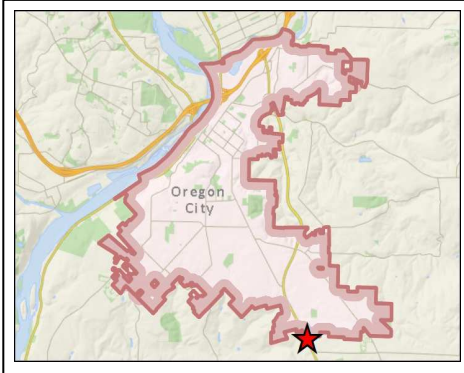


Stormwater Division - Pond Sites continued

RFP ID: Stm-59

Site Name: Edgemont Estates Detention Pond

Location Map



Site Information

Site ID: Stm-59-3104

Site Address: NE Corner Of
Hwy 213 & Edgemont Dr.

Category: Pond

Site Area Sq Ft: 5,816

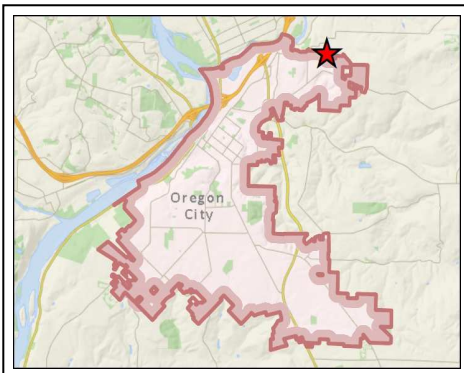
Site Detail Map



RFP ID: Stm-60

Site Name: Sunnybrook Estates Detention Pond

Location Map



Site Information

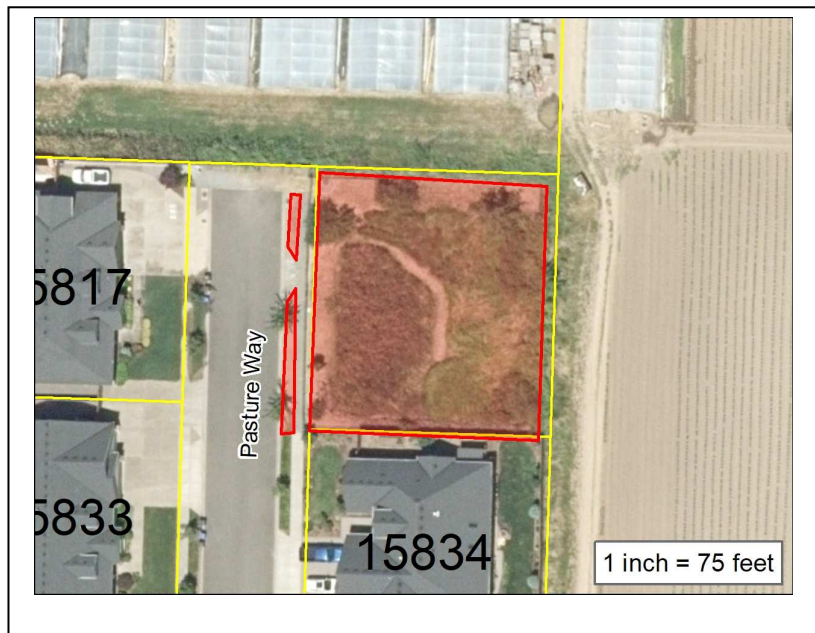
Site ID: Stm-60-3105

Site Address:
Across From 15834 Pasture Way

Category: Pond

Site Area Sq Ft: 10,472

Site Detail Map

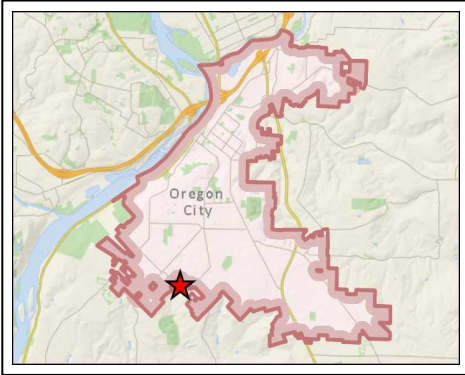


Stormwater Division - Pond Sites continued

RFP ID: Stm-61

Site Name: Pavilion Park Detention Pond

Location Map



Site Information

Site ID: Stm-61-3106

Site Address:

Across From 19573 Mccord Rd.

Category: Pond

Site Area Sq Ft: 32,125

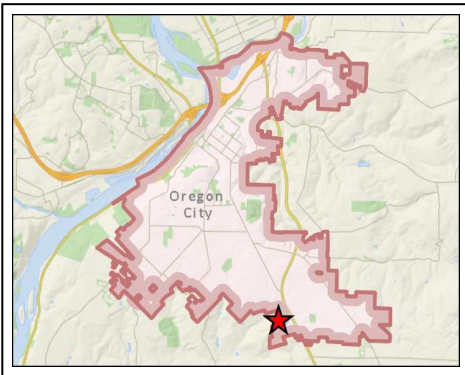
Site Detail Map



RFP ID: Stm-62

Site Name: Caufield Place Detention Pond

Location Map



Site Information

Site ID: Stm-62-3107

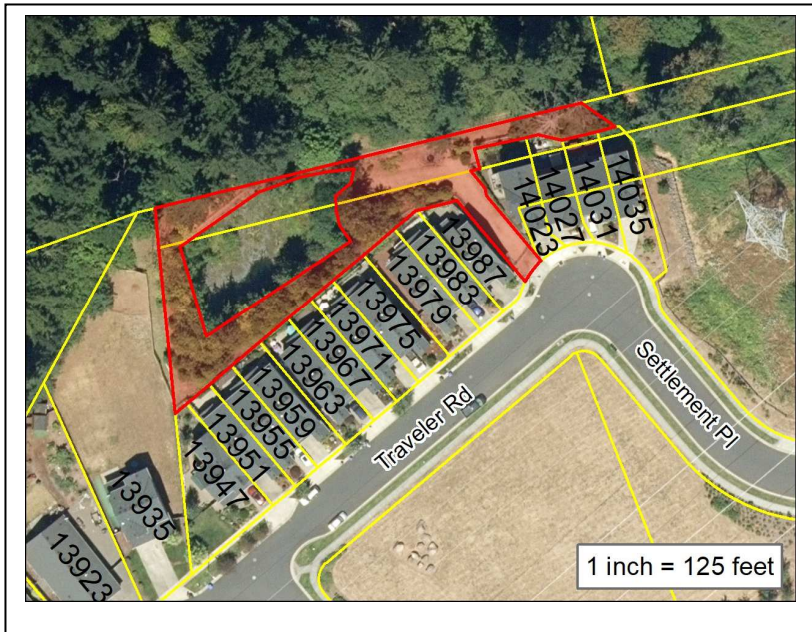
Site Address:

Behind 13987 Traveler Rd.

Category: Pond

Site Area Sq Ft: 13,969

Site Detail Map

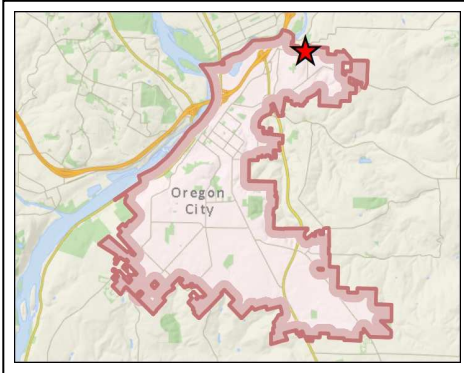


Stormwater Division - Pond Sites continued

RFP ID: Stm-63

Site Name: Thurman Estates Detention Pond

Location Map



Site Information

Site ID: Stm-63-3108

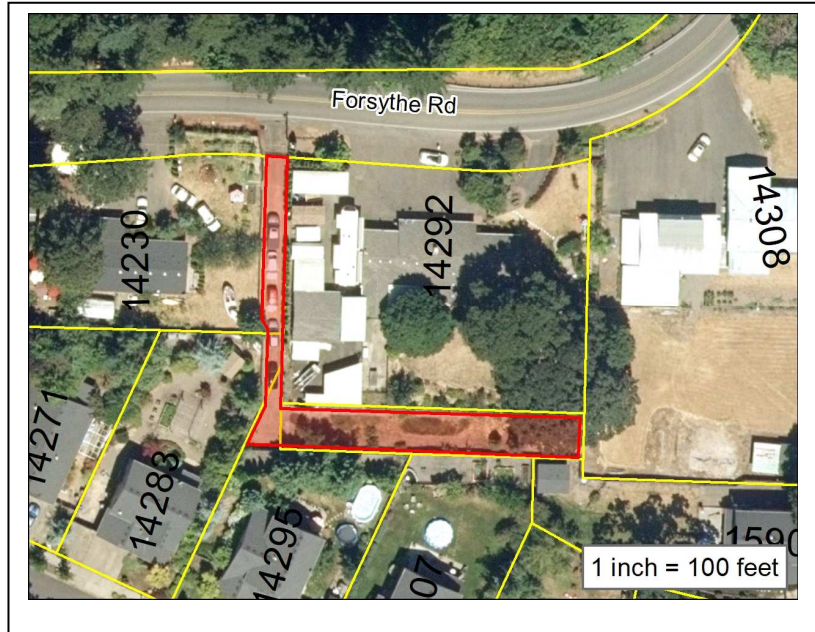
Site Address:

Behind 14292 Forsythe Rd

Category: Pond

Site Area Sq Ft: 5,144

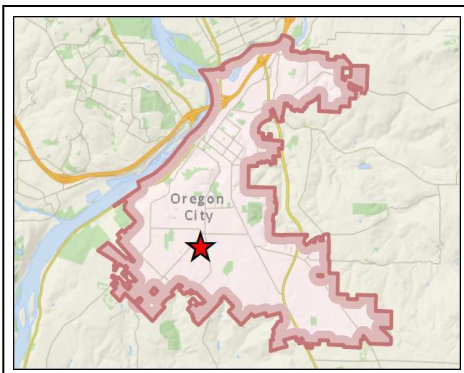
Site Detail Map



RFP ID: Stm-64

Site Name: Tug's Landing Detention Pond

Location Map



Site Information

Site ID: Stm-64-3109

Site Address: Intersection Of Rip Tide St. & Trade Wind

Category: Pond

Site Area Sq Ft: 11,455

Site Detail Map

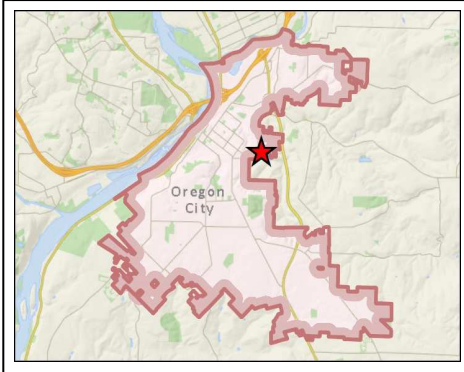


Stormwater Division - Pond Sites continued

RFP ID: Stm-65

Site Name: Juneberry Detention Pond

Location Map



Site Information

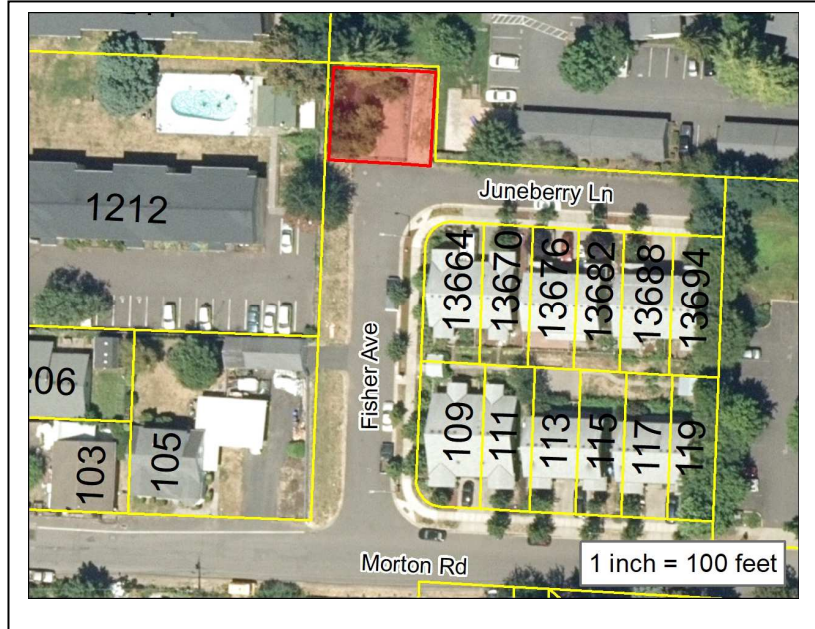
Site ID: Stm-65-3126

Site Address: Corner of Fisher Ave and Juneberry Ln

Category: Pond

Site Area Sq Ft: 2,829

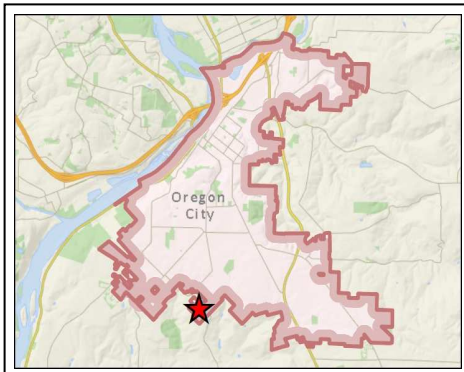
Site Detail Map



RFP ID: Stm-66

Site Name: Lindsay Ann Detention Pond & Planter

Location Map



Site Information

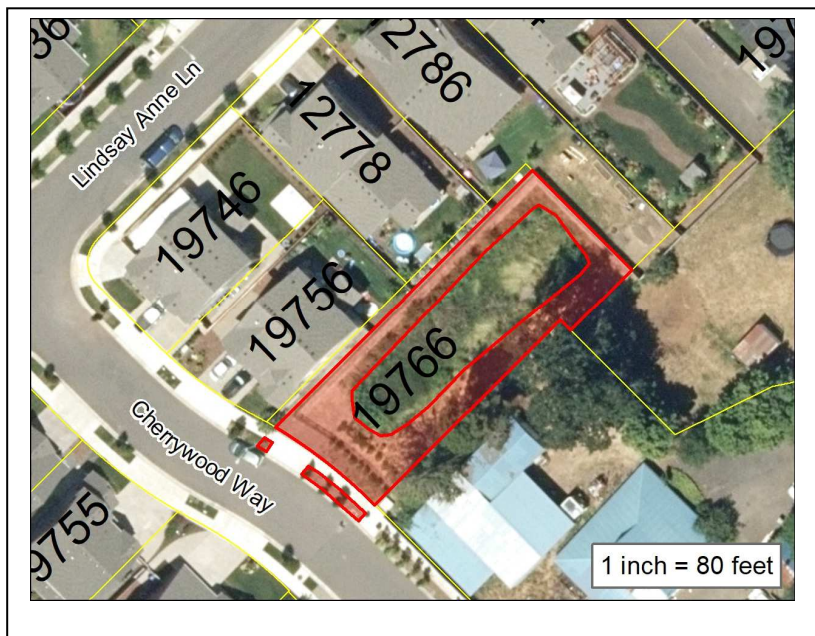
Site ID: Stm-66-3183

Site Address: Next to 19756
Cherrywood Way

Category: Pond

Site Area Sq Ft: 5,185

Site Detail Map

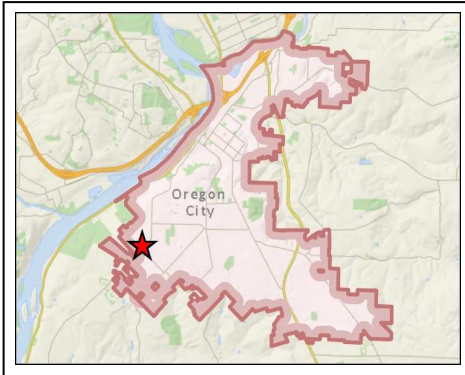


Stormwater Division - Pond Sites continued

RFP ID: Stm-67

Site Name: Adeline Acres Storm Pond and Planters

Location Map



Site Information

Site ID: Stm-67-3185

Site Address: Next to 1318

Josephine St

Category: Pond

Site Area Sq Ft: 12,723

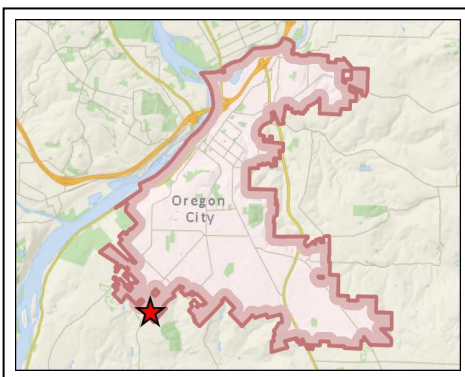
Site Detail Map



RFP ID: Stm-68

Site Name: Highland Park Storm Pond and Planters

Location Map



Site Information

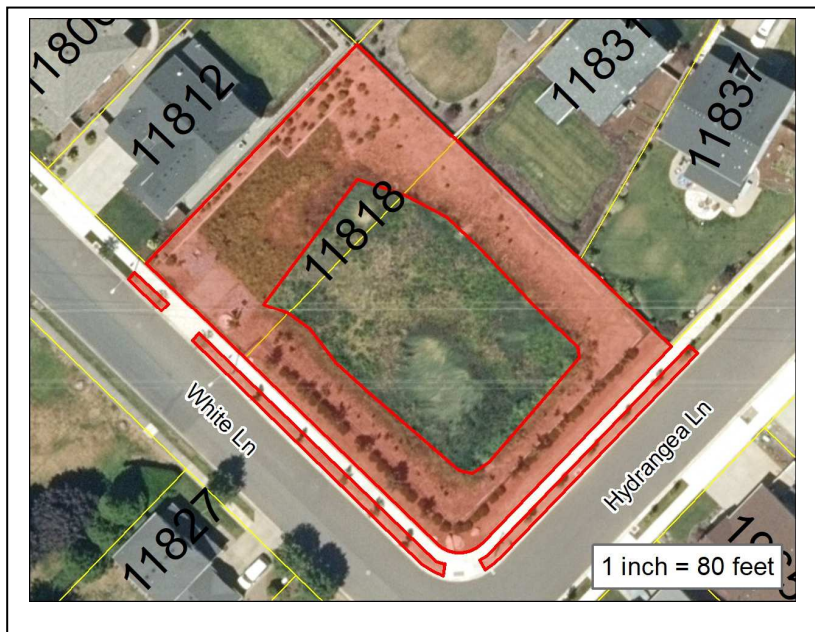
Site ID: Stm-68-3186

Site Address: Corner of White Ln &
Hydrangea Ln

Category: Pond

Site Area Sq Ft: 17,564

Site Detail Map

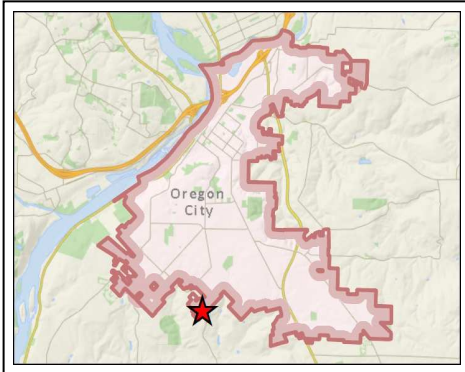


Stormwater Division - Pond Sites continued

RFP ID: Stm-69

Site Name: Marlo Farms Detention Pond & Planter

Location Map



Site Information

Site ID: Stm-69-3191
Site Address: Next to 19836
 Cherrywood Way
Category: Pond
Site Area Sq Ft: 9,045

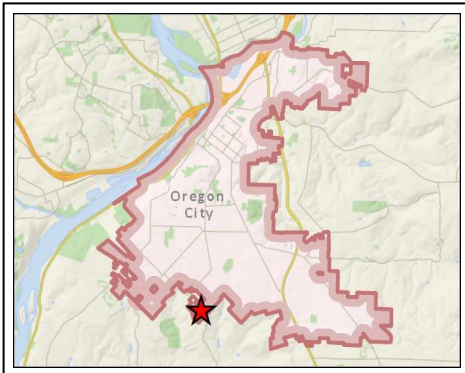
Site Detail Map



RFP ID: Stm-70

Site Name: Ellis Estates Detention Pond & Planter

Location Map



Site Information

Site ID: Stm-70-3192
Site Address: Across from
 19795 Cherrywood Way
Category: Pond
Site Area Sq Ft: 6,799

Site Detail Map

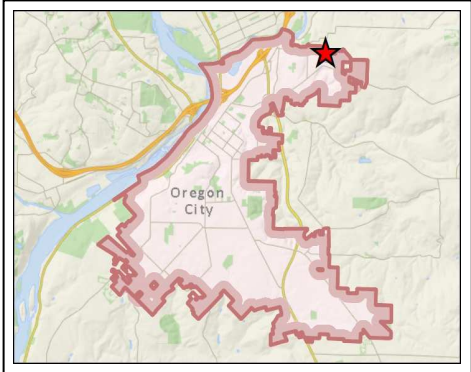


Stormwater Division - Pond Sites continued

RFP ID: Stm-71

Site Name: Sunnybrook 2 Storm Pond and Planter

Location Map



Site Information

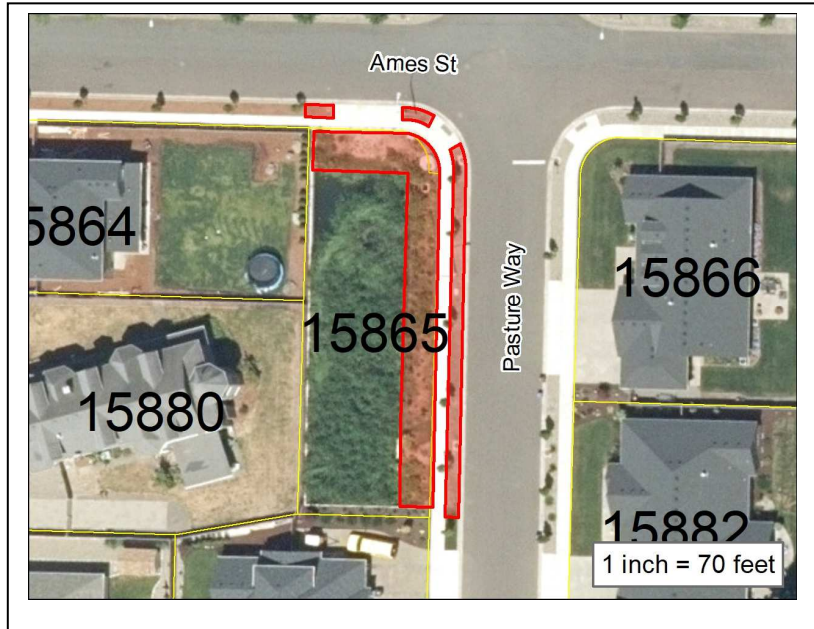
Site ID: Stm-71-3197

Site Address: Corner of Ames St & Pasture Way

Category: Pond

Site Area Sq Ft: 3,077

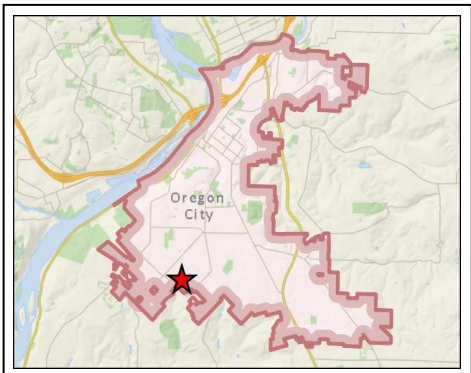
Site Detail Map



RFP ID: Stm-72

Site Name: Boulder Run Detention Pond

Location Map



Site Information

Site ID: Stm-72-3211

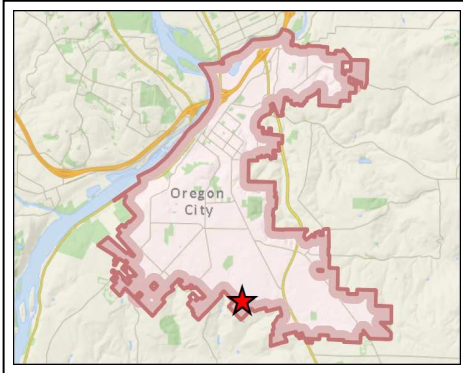
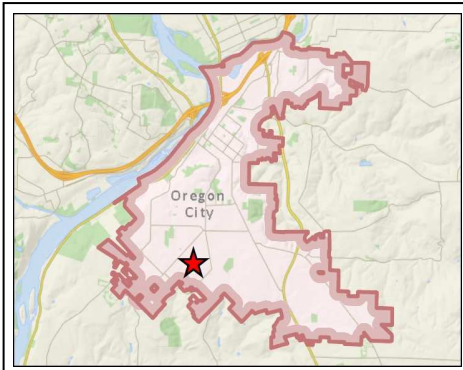
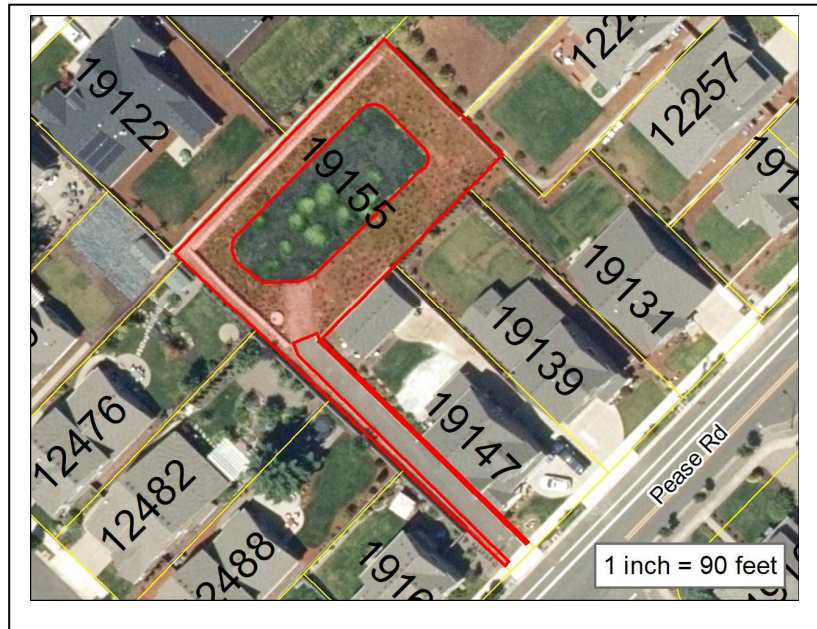
Site Address:
Next to 19375 Pease Rd

Category: Pond

Site Area Sq Ft: 4,126

Site Detail Map



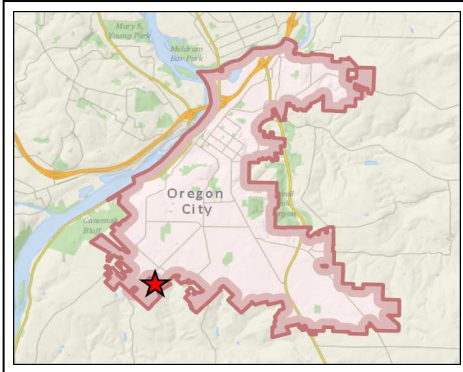
Stormwater Division - Pond Sites continued**RFP ID:** Stm-73**Site Name:** Small Slope Detention Pond & Planter**Location Map****Site Information****Site ID:** Stm-73-3213**Site Address:** Corner of Small Ct & Meyers Rd**Category:** Pond**Site Area Sq Ft:** 2,188**Site Detail Map****RFP ID:** Stm-74**Site Name:** Lucille Riggs Detention Pond**Location Map****Site Information****Site ID:** Stm-74-3234**Site Address:** Next to & behind 19147 Pease Rd**Category:** Pond**Site Area Sq Ft:** 8,489**Site Detail Map**

Stormwater Division - Pond Sites continued

RFP ID: Stm-75

Site Name: Eds Orchard Stormwater Pond

Location Map



Site Information

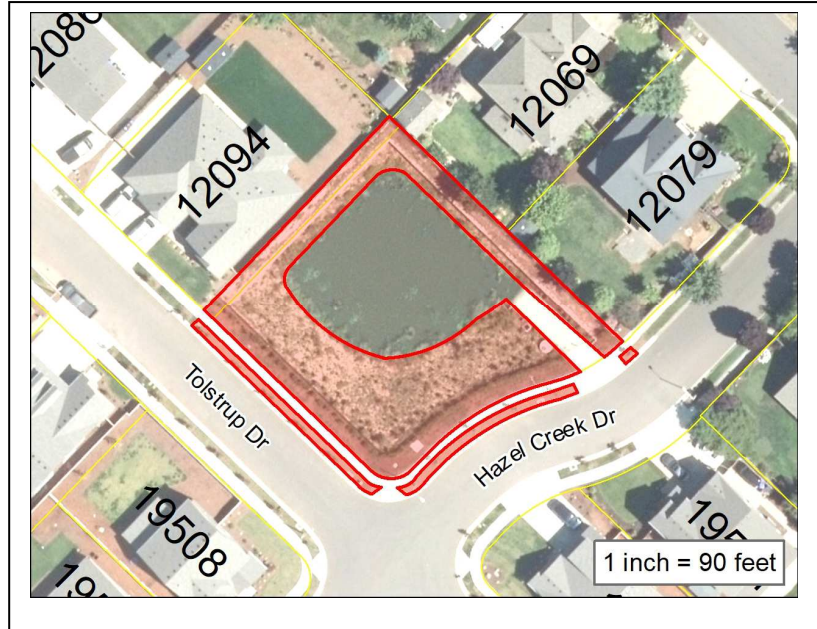
Site ID: Stm-75-3235

Site Address: Corner of Tolstrup Dr
& Hazel Creek Dr

Category: Pond

Site Area Sq Ft: 12,377

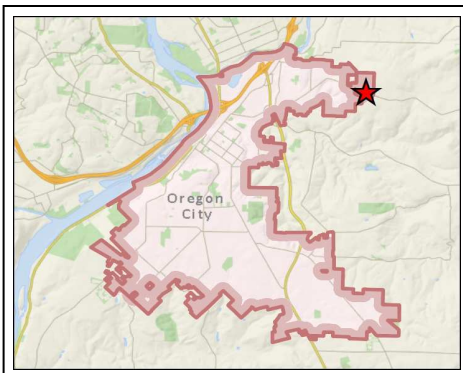
Site Detail Map



RFP ID: Stm-76

Site Name: Abernethy Landing Detention Pond

Location Map



Site Information

Site ID: Stm-76-3310

Site Address: Next to 15257
Holcomb Blvd

Category: Pond

Site Area Sq Ft: 15,619

Site Detail Map

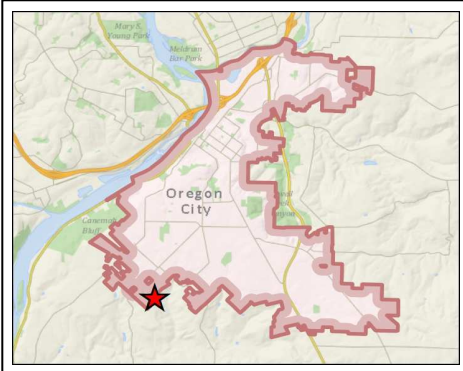


Stormwater Division - Pond Sites continued

RFP ID: Stm-77

Site Name: Wheeler Farms Pond

Location Map



Site Information

Site ID: Stm-77-3408

Site Address:

Behind 19684 Orchard Grove Dr

Category: Pond

Site Area Sq Ft: 15,014

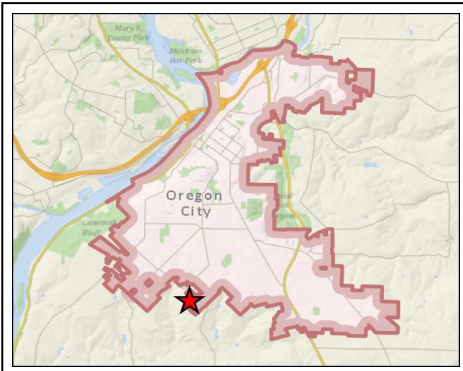
Site Detail Map



RFP ID: Stm-78

Site Name: Lindsay Anne Too Detention Pond

Location Map



Site Information

Site ID: Stm-78-3442

Site Address: Next to 19719

Cherrywood Way

Category: Pond

Site Area Sq Ft: 7,592

Site Detail Map

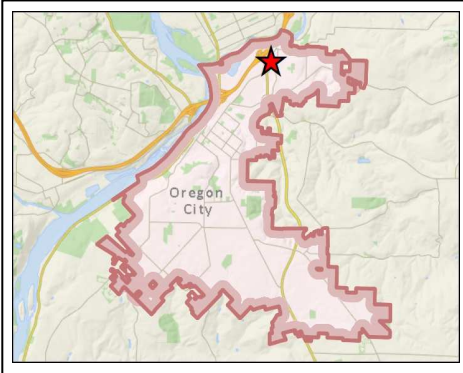


Stormwater Division - Pond Sites continued

RFP ID: Stm-79

Site Name: Depot Ln Pond

Location Map



Site Information

Site ID: Stm-79-3182

Site Address: Next to 13014
Clackamas River Dr.

Category: Pond

Site Area Sq Ft: 15,221

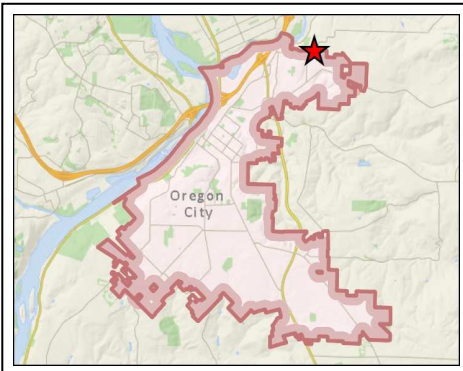
Site Detail Map



RFP ID: Stm-80

Site Name: Ives Estates Detention Pond

Location Map



Site Information

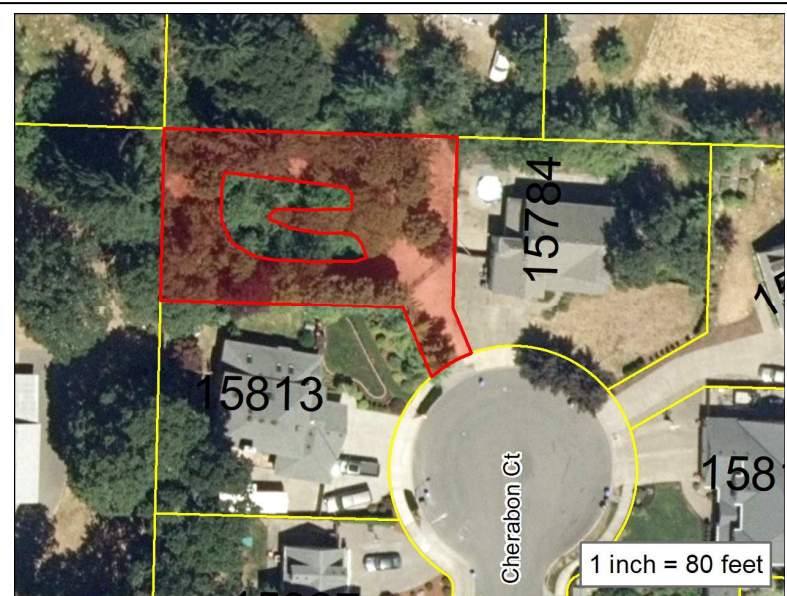
Site ID: Stm-80-3058

Site Address: Next To 15813
Cherabon Court

Category: Pond

Site Area Sq Ft: 8,493

Site Detail Map

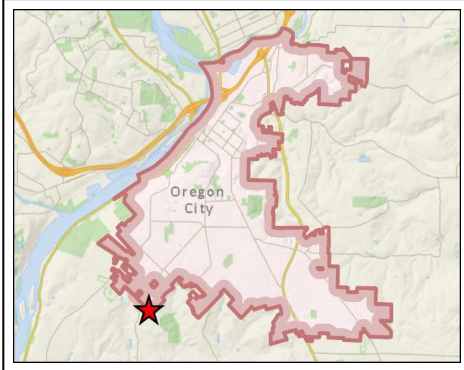


Stormwater Division - Pond Sites continued

RFP ID: Stm-113

Site Name: Payson Farms Detention Pond

Location Map



Site Information

Site ID: Stm-113-3034

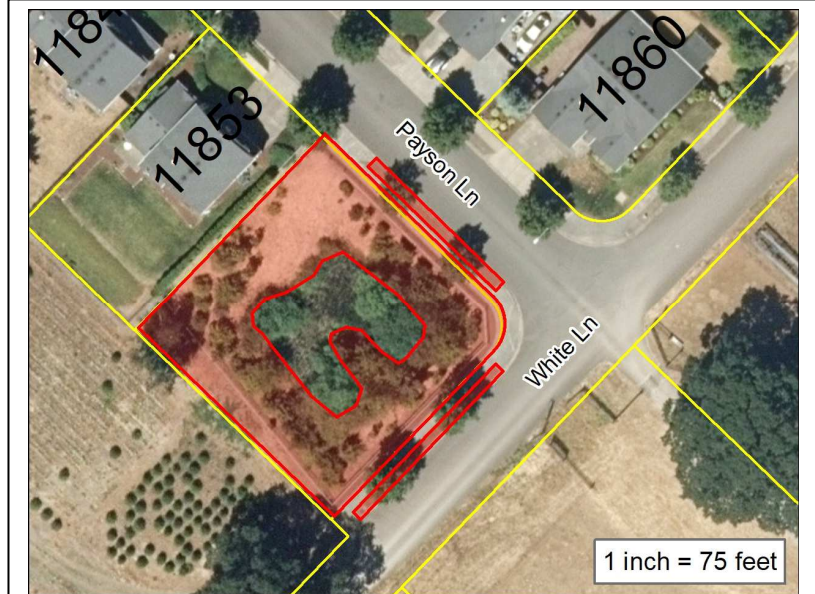
Site Address:

Next To 11853 Payson Lane

Category: Pond

Site Area Sq Ft: 10,602

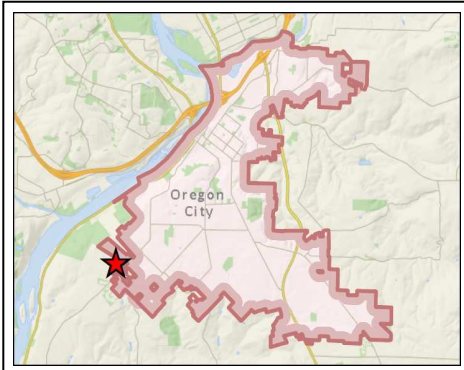
Site Detail Map



RFP ID: Stm-115

Site Name: Merchant Place Detention Pond

Location Map



Site Information

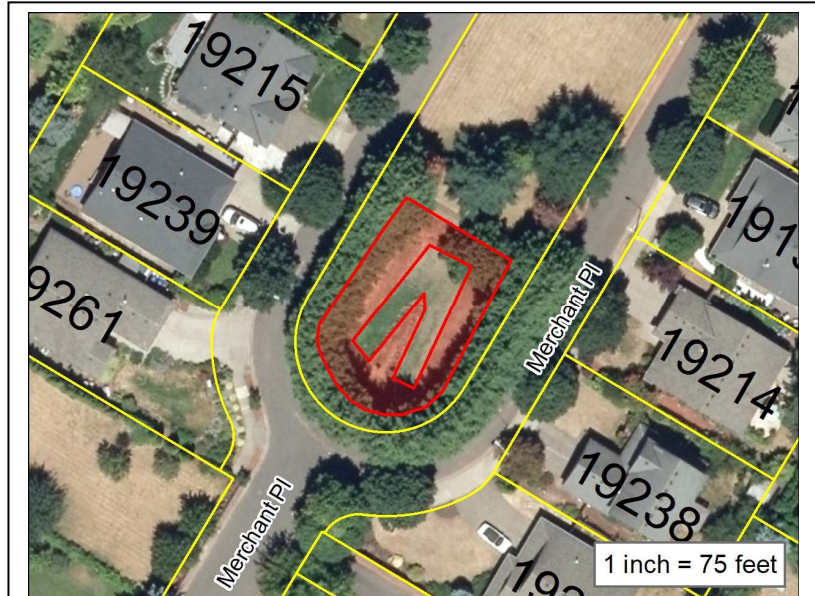
Site ID: Stm-115-3073

Site Address: In Front Of
19214 Merchant Place

Category: Pond

Site Area Sq Ft: 3,111

Site Detail Map

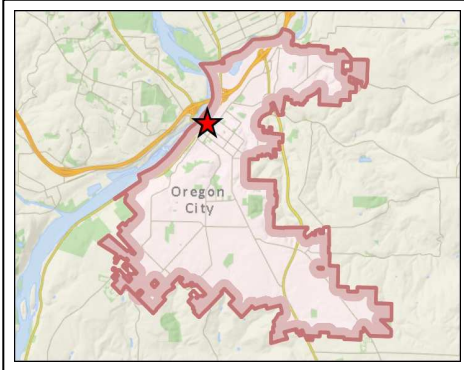


Stormwater Division – Gardens, Planters, Swales Sites

RFP ID: Stm-81

Site Name: 10th Street Roadside Planters

Location Map



Site Information

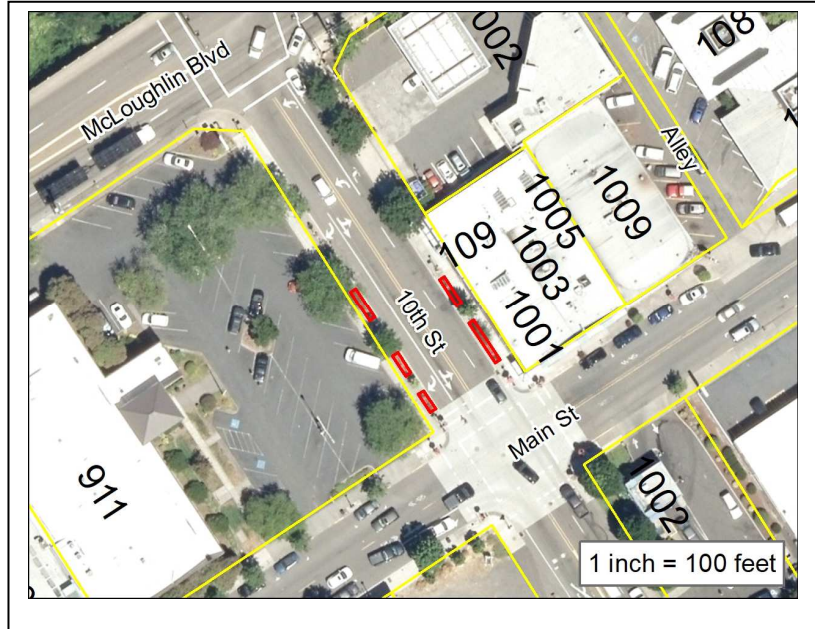
Site ID: Stm-81-3207

Site Address: 10th & Main St (Both sides of street) (5 Planters)

Category: Roadside Planter

Total Site Area Sq Ft: 310

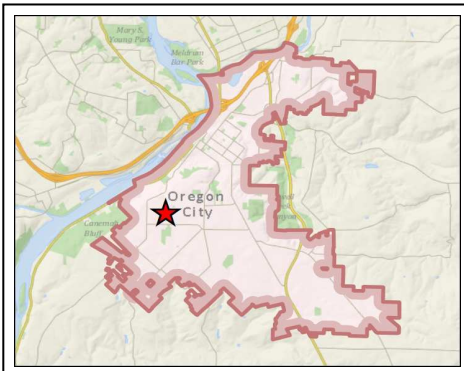
Site Detail Map



RFP ID: Stm-82

Site Name: Clearbrook Dr Roadside Planters

Location Map



Site Information

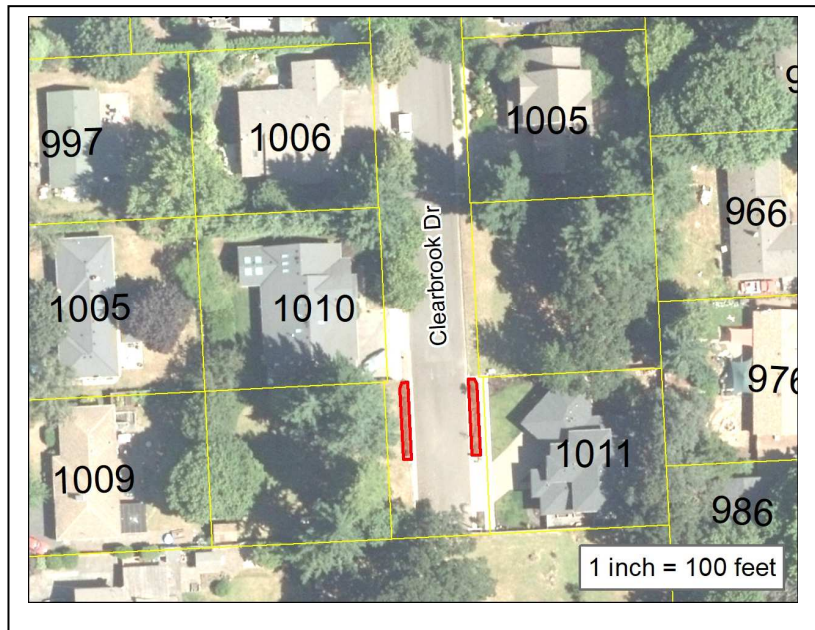
Site ID: Stm-82-3209, Stm-82-3210

Site Address: 1011 Clearbrook Dr (Both sides of street) (2 Planters)

Category: Roadside Planter

Total Site Area Sq Ft: 372

Site Detail Map

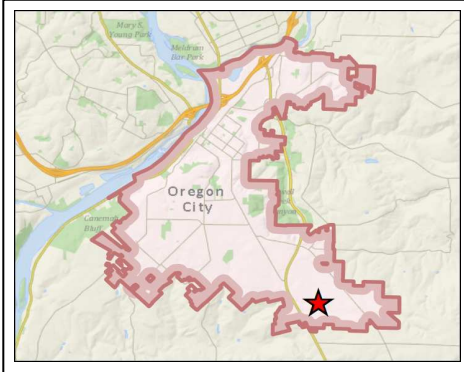


Stormwater Division - Gardens, Planters, Swales Sites continued

RFP ID: Stm-83

Site Name: Meyers Rd Stormwater Planters

Location Map



Site Information

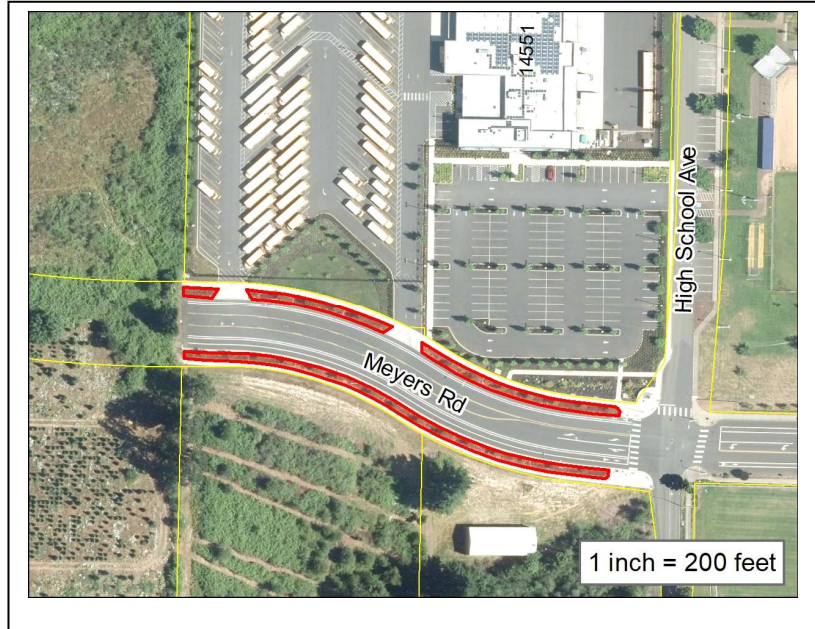
Site ID: Stm-83-3215 - Stm-82-3218

Site Address: 14551 Meyers Rd
(Both sides of street) (4 Planters)

Category: Roadside Planter

Total Site Area Sq Ft: 9,016

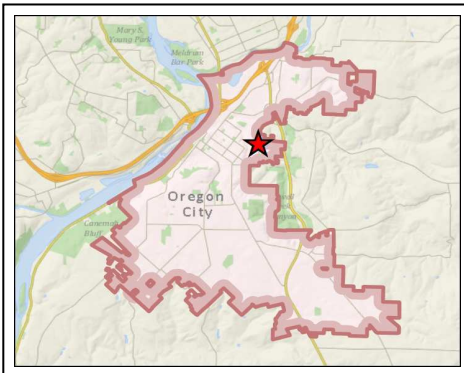
Site Detail Map



RFP ID: Stm-84

Site Name: 15th Street Roadside Planter

Location Map



Site Information

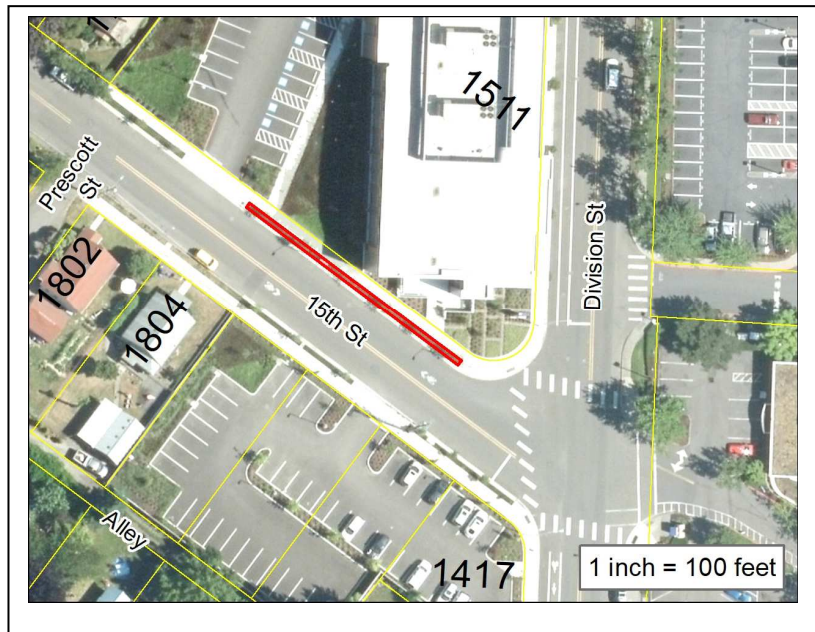
Site ID: Stm-84-3247

Site Address: 1511 Division St
(North side of 15th St) (1 Planter)

Category: Roadside Planter

Total Site Area Sq Ft: 9,016

Site Detail Map

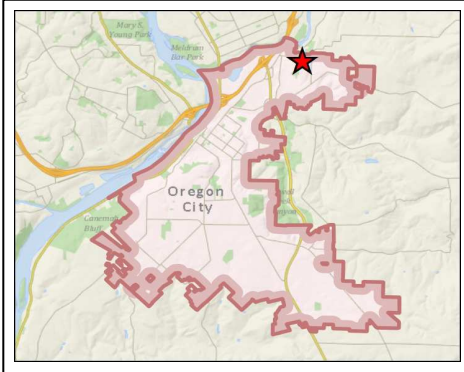


Stormwater Division - Gardens, Planters, Swales Sites continued

RFP ID: Stm-85

Site Name: Hunter Hills Subdivision

Location Map



Site Information

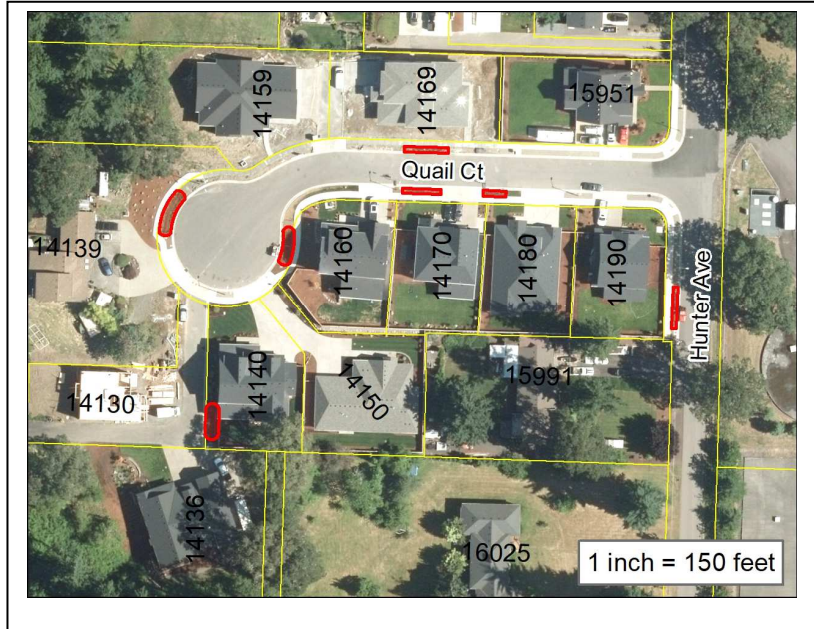
Site ID: Stm-85-3293 - Stm-85-3299

Site Address: Quail Ct & Hunter Ave (4 Planters & 3 Swales)

Category: Roadside Planter/Swale

Total Site Area Sq Ft: 1,451

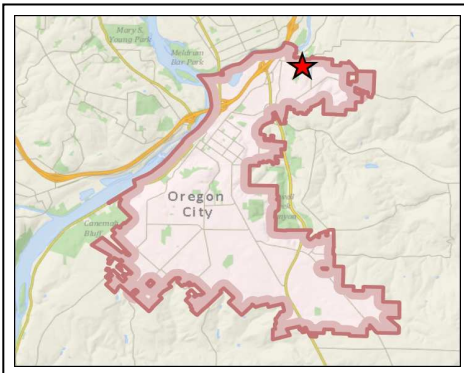
Site Detail Map



RFP ID: Stm-86

Site Name: Caufield St & Pleasant Ave

Location Map



Site Information

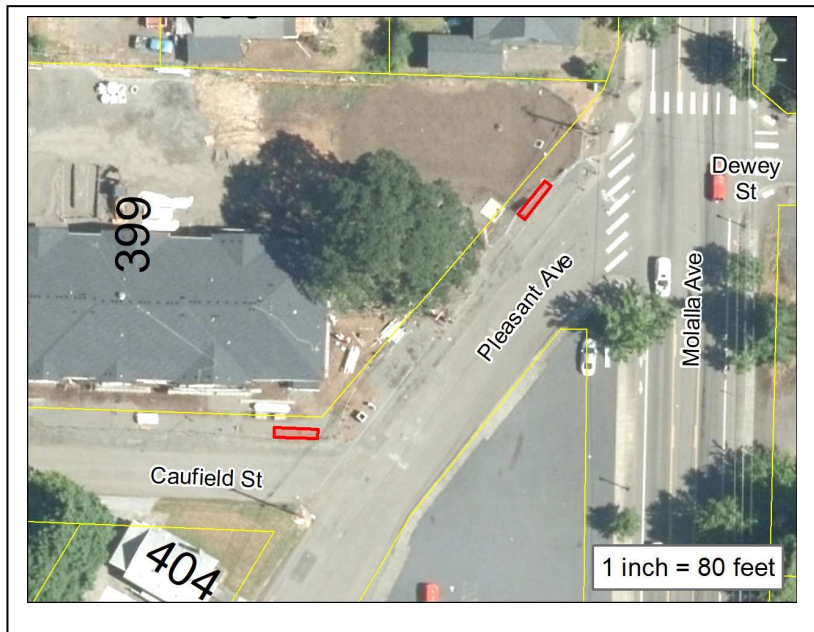
Site ID: Stm-86-3262, Stm-86-3263

Site Address: 399 Caufield St & Pleasant Ave (2 Planters)

Category: Roadside Planter

Total Site Area Sq Ft: 432

Site Detail Map

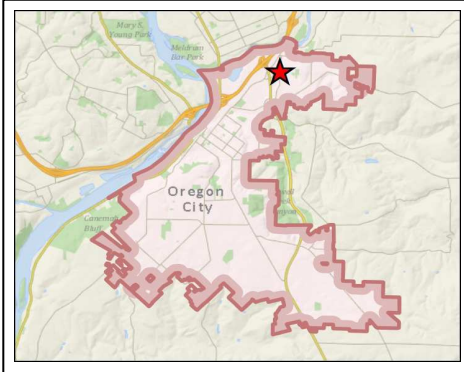


Stormwater Division - Gardens, Planters, Swales Sites continued

RFP ID: Stm-87

Site Name: Apperson Blvd Roadside Planter

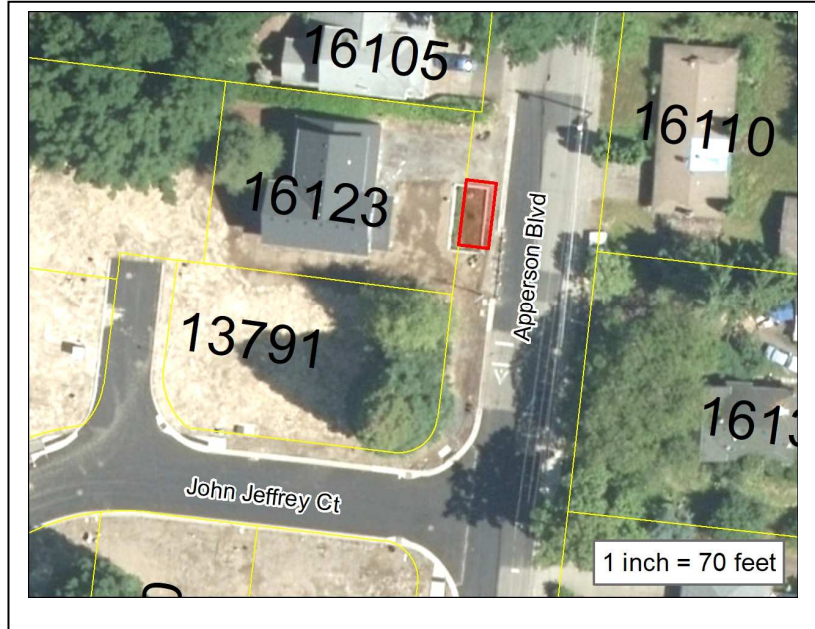
Location Map



Site Information

Site ID: Stm-87-3463
Site Address: 16123 Apperson Blvd
 (1 Planter)
Category: Roadside Planter
Total Site Area Sq Ft: 288

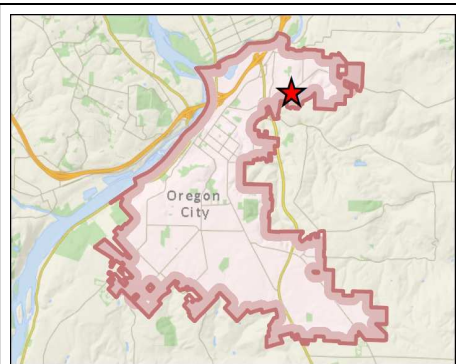
Site Detail Map



RFP ID: Stm-88

Site Name: Holcomb Blvd Storm Swales

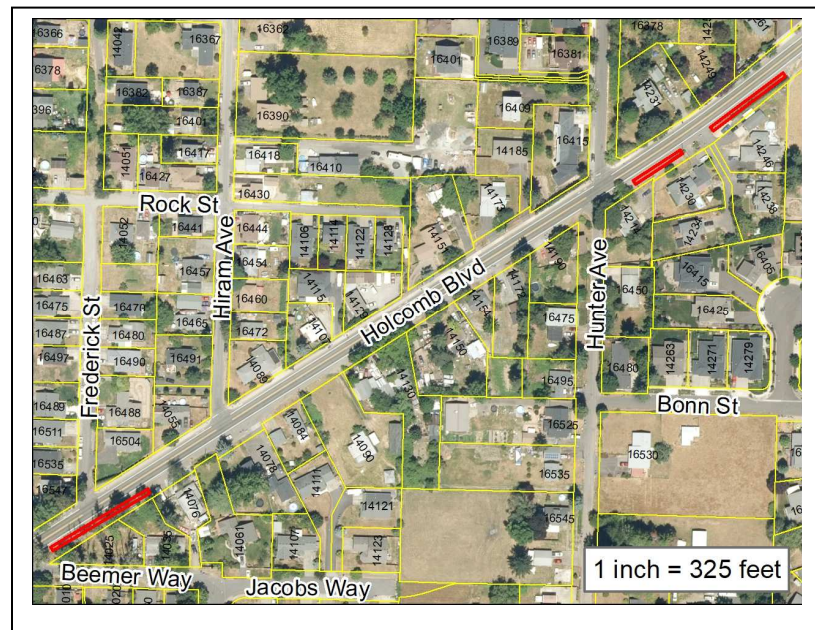
Location Map



Site Information

Site ID: Stm-88-3160,
 Stm-88-3198, Stm-88-3199
Site Address: Ditches on south side
 of Holcomb Blvd (3 Swales)
Category: Swale
Total Site Area Sq Ft: 3,382

Site Detail Map

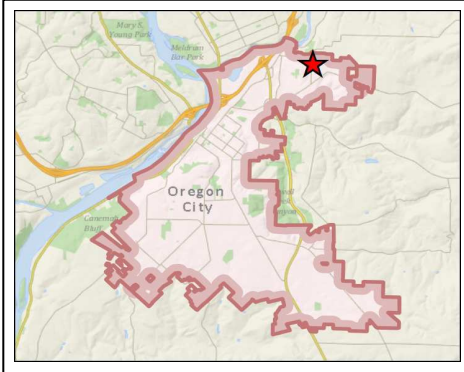


Stormwater Division - Gardens, Planters, Swales Sites continued

RFP ID: Stm-89

Site Name: Swan Ave Swales

Location Map



Site Information

Site ID: Stm-89-3420, Stm-89-3499

Site Address: 16022 Swan & 15964/15974 Swan (4 Swales)

Category: Swale

Total Site Area Sq Ft: 4,429

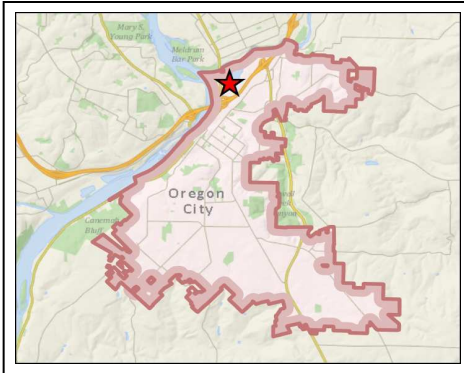
Site Detail Map



RFP ID: Stm-90

Site Name: Main St Extension Swales

Location Map



Site Information

Site ID: Stm-90-3232, Stm-90-3500

Site Address: 1913 Main St & North to OC Shopping Center (2 Swales)

Category: Swale

Total Site Area Sq Ft: 16, 834

Site Detail Map

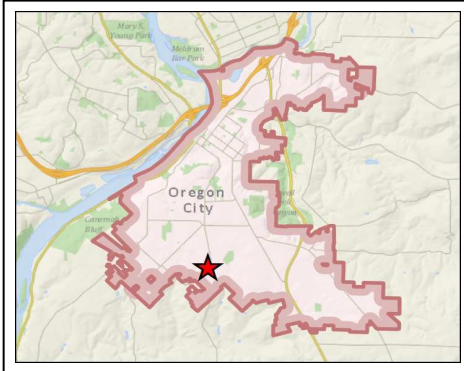


Stormwater Division - Gardens, Planters, Swales Sites continued

RFP ID: Stm-91

Site Name: Prospector Terr Swale

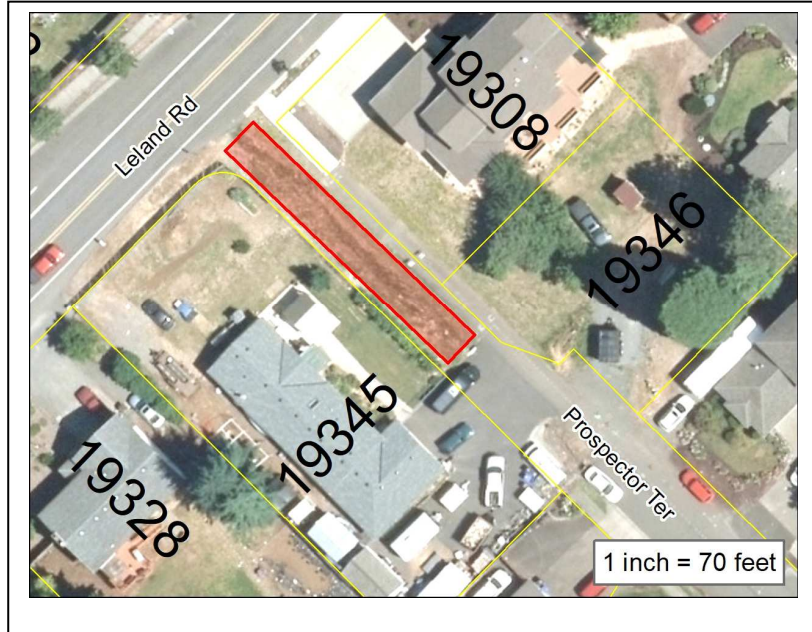
Location Map



Site Information

Site ID: Stm-91-3477
Site Address: 19345 Prospector Terr (1 Swale)
Category: Swale
Total Site Area Sq Ft: 1,780

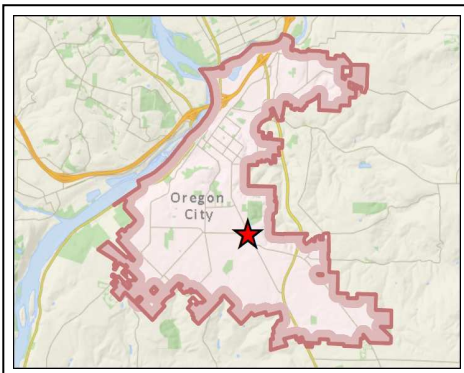
Site Detail Map



RFP ID: Stm-92

Site Name: Warner Milne Rain Garden

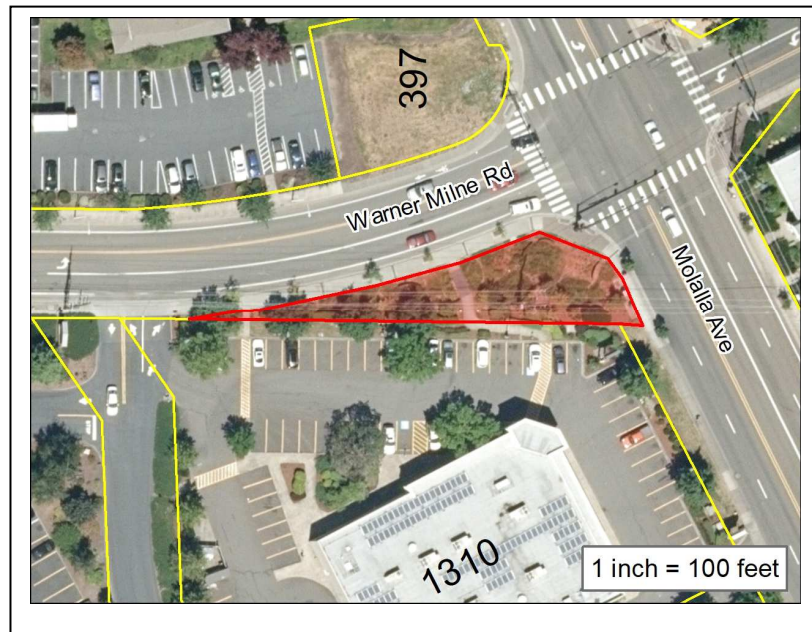
Location Map



Site Information

Site ID: Stm-92-3376
Site Address: Intersection Molalla Ave. & Warner Milne At Walgreens
Category: Rain Garden
Site Area Sq Ft: 5,929

Site Detail Map

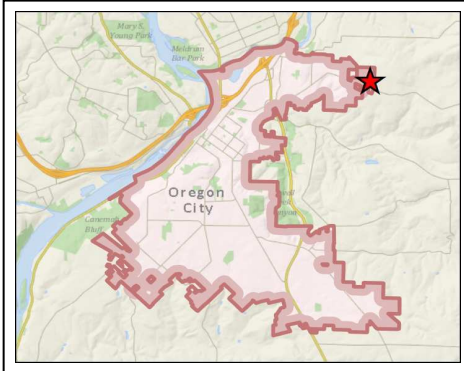


Stormwater Division - Gardens, Planters, Swales Sites continued

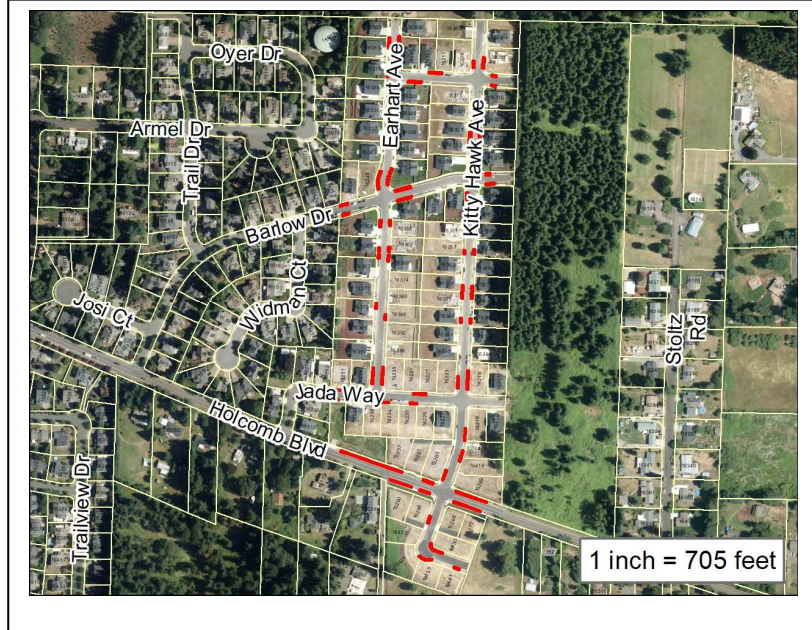
RFP ID: Stm-93

Site Name: Abernethy Landing Subdivision

Location Map



Site Detail Map



Site Information

Site ID: Stm-93-3311 – Stm-93-3372
Site Address: Holcomb Blvd & Kitty Hawk Ave (62 Roadside Planters)
Category: Roadside Planter
Total Site Area Sq Ft: 10,265

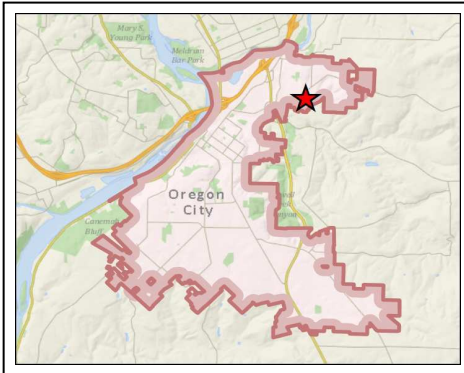
Street Name	Site Count	Site ID's
Barlow Dr	6 Planters	Stm-93-3347, Stm-93-3348, Stm-93-3355 – Stm-93-3357
Earhart Ave	15 Planters	Stm-93-3333 – Stm-93-3336, Stm-93-3349 – Stm-93-3354, Stm-93-3359, Stm-93-3360, Stm-93-3370 – Stm-93-3372
Holcomb Blvd	9 Planters	Stm-93-3316 – Stm-93-3324
Jada Way	5 Planters	Stm-93-3328 – Stm-93-3332
Kitty Hawk Ave (N of Holcomb)	18 Planters	Stm-93-3325 – Stm-93-3327, Stm-93-3337 – Stm-93-3346, Stm-93-3361 – Stm-93-3365
Kitty Hawk Ave (S of Holcomb)	5 Planters	Stm-93-3311, Stm-93-3312, Stm-93-3313, Stm-93-3314, Stm-93-3315
Wright Flyer Ln	4 Planters	Stm-93-3366 – Stm-93-3369

Stormwater Division - Gardens, Planters, Swales Sites continued

RFP ID: Stm-111

Site Name: Bonn St Roadside Planters

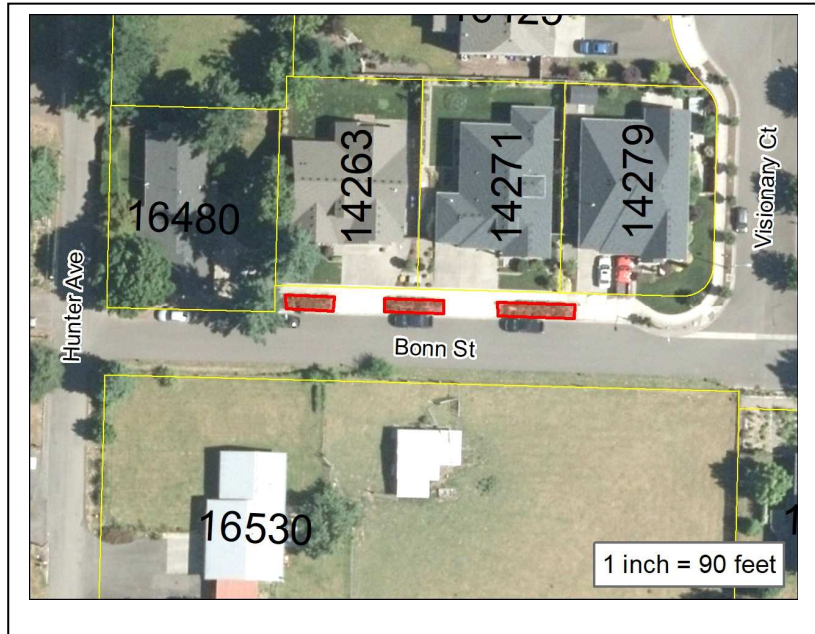
Location Map



Site Information

Site ID: Stm-111-3175 – Stm-111-3177
Site Address: 14263-14279 Bonn St
 (3 Roadside Planters)
Category: Roadside Planter
Total Site Area Sq Ft: 642

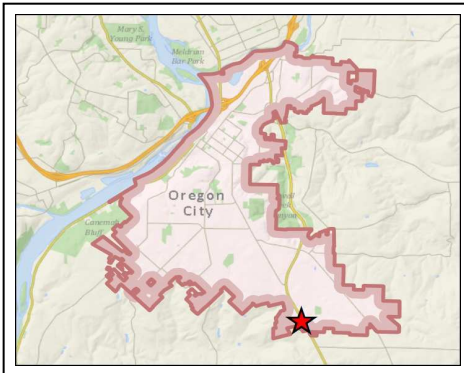
Site Detail Map



RFP ID: Stm-114

Site Name: Brendon Estates Swale

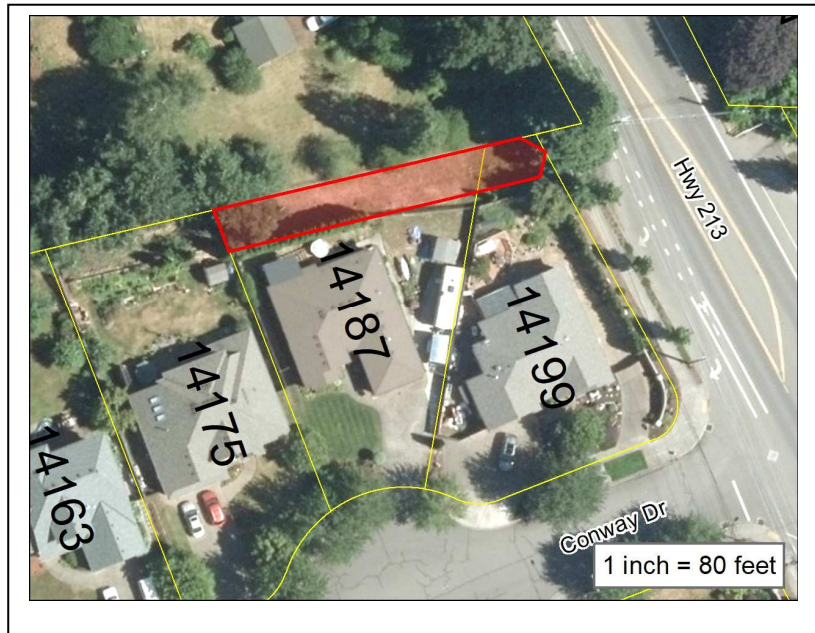
Location Map



Site Information

Site ID: Stm-114
Site Address: Behind 14187 & 14199 Conway Dr.
Category: Swale
Total Site Area Sq Ft: 2,712

Site Detail Map

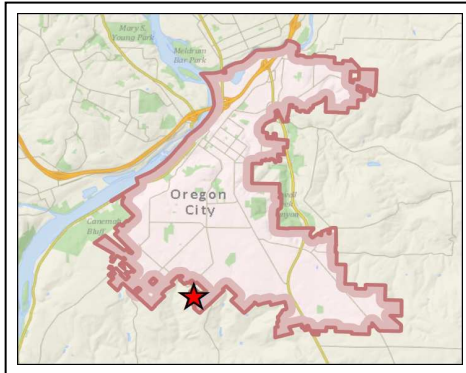


Stormwater Division - Gardens, Planters, Swales Sites continued

RFP ID: Stm-116

Site Name: Lindsey Anne Too Subdivision

Location Map



Site Detail Map



Site Information

Site ID: Stm-116-3436 – Stm-116-3452

Site Address: Leland Rd &
Myrtlewood Way (16 Roadside Planters)

Category: Roadside Planter

Total Site Area Sq Ft: 1,249

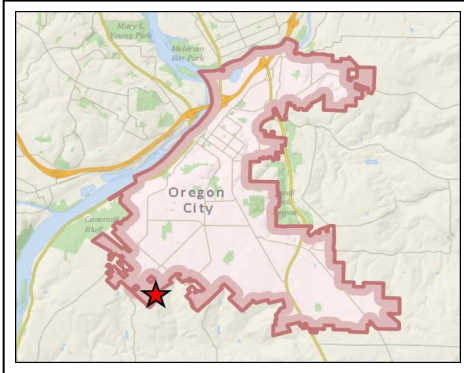
Street Name	Site Count	Site ID's
Cedarwood Way	6 Planters	Stm-116-3445 – Stm-116-3446, Stm-116-3449 – Stm-116-3452
Leland Rd	2 Planters	Stm-116-3436 – Stm-116-3437
Myrtlewood Way	8 Planters	Stm-116-3438 – Stm-116-3441, Stm-116-3443 – Stm-116-3444, Stm-116-3447 – Stm-116-3448

Stormwater Division - Gardens, Planters, Swales Sites continued

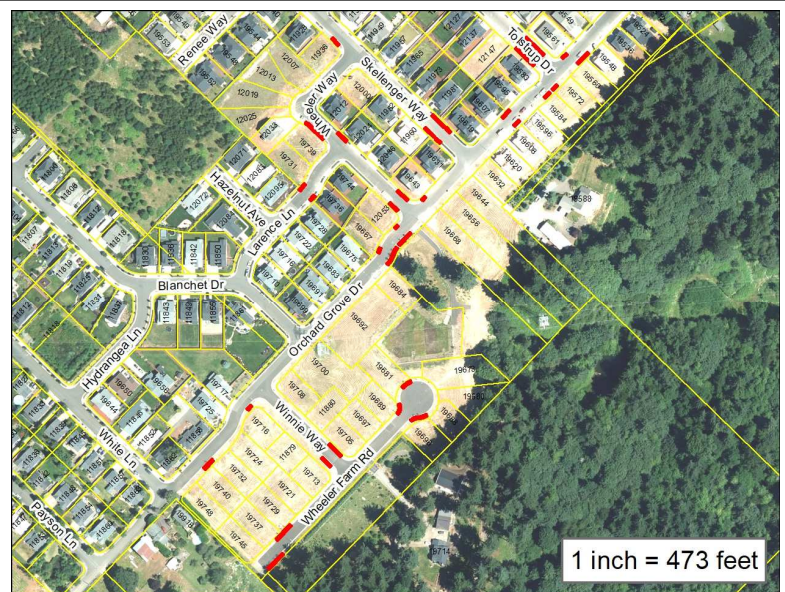
RFP ID: Stm-117

Site Name: Wheeler Farms Subdivision

Location Map



Site Detail Map



Site Information

Site ID: Stm-117-3399 – Stm-117-3434

Site Address: Orchard Grove Dr
(35 Roadside Planters)

Category: Roadside Planter

Total Site Area Sq Ft: 4,724

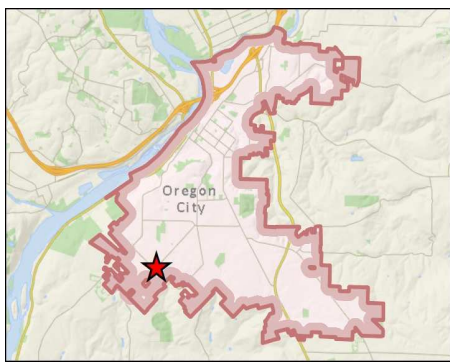
Street Name	Site Count	Site ID's
Larence Ln	2 Planters	Stm-117-3434 – Stm-117-3435
Orchard Grove Ave	13 Planters	Stm-117-3399 – Stm-117-3400, Stm-117-3409 – Stm-117-3419
Skellenger Way	5 Planters	Stm-117-3426, Stm-117-3431 – Stm-117-3434
Tolstrup Dr	4 Planters	Stm-117-3420 – Stm-117-3423
Wheeler Farm Rd	5 Planters	Stm-117-3403 – Stm-117-3407
Wheeler Way	4 Planters	Stm-117-3427 – Stm-117-3430
Winnie Way	2 Planters	Stm-117-3401 – Stm-117-3402

Stormwater Division - Ditch Sites

RFP ID: Stm-94

Site Name: Central Point Rd & McCord Rd

Location Map



Site Information

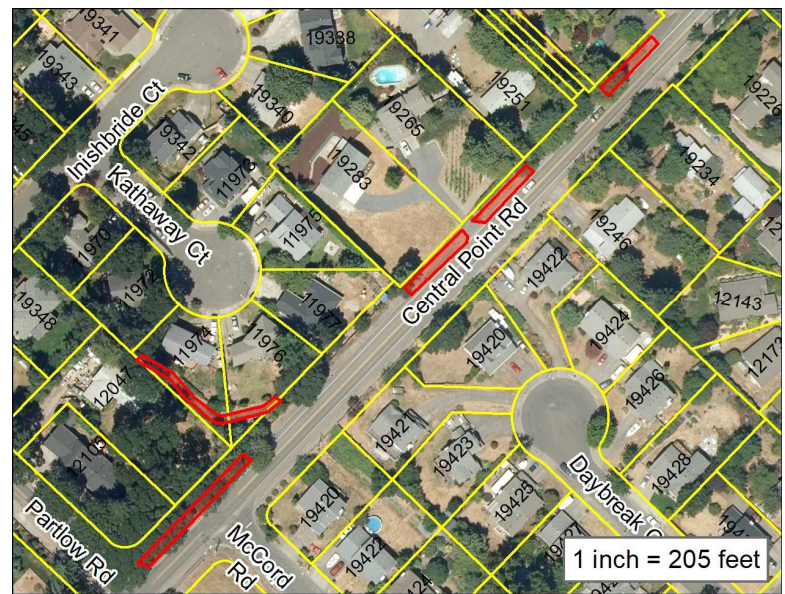
Site ID: Stm-94

Site Address: 19231 Cental Point Rd
to Partlow Rd & behind 11974/11976
Kathaway Ct

Category: Ditch

Site Area Sq Ft: 6,592

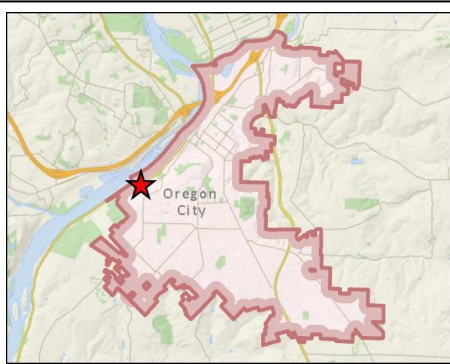
Site Detail Map



RFP ID: Stm-95

Site Name: 3rd Ave. & Apperson

Location Map



Site Information

Site ID: Stm-95

Site Address: In Front Of 708 - 716
3rd Ave.

Category: Ditch

Site Area Sq Ft: 3,463

Site Detail Map

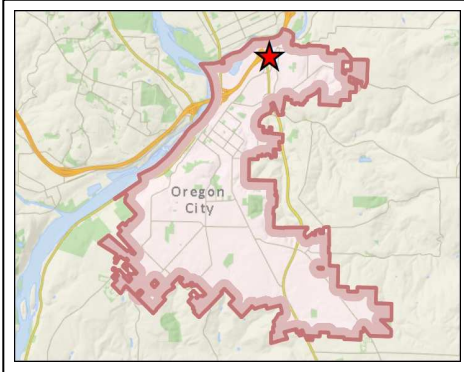


Stormwater Division - Ditch Sites continued

RFP ID: Stm-96

Site Name: Park Place Court

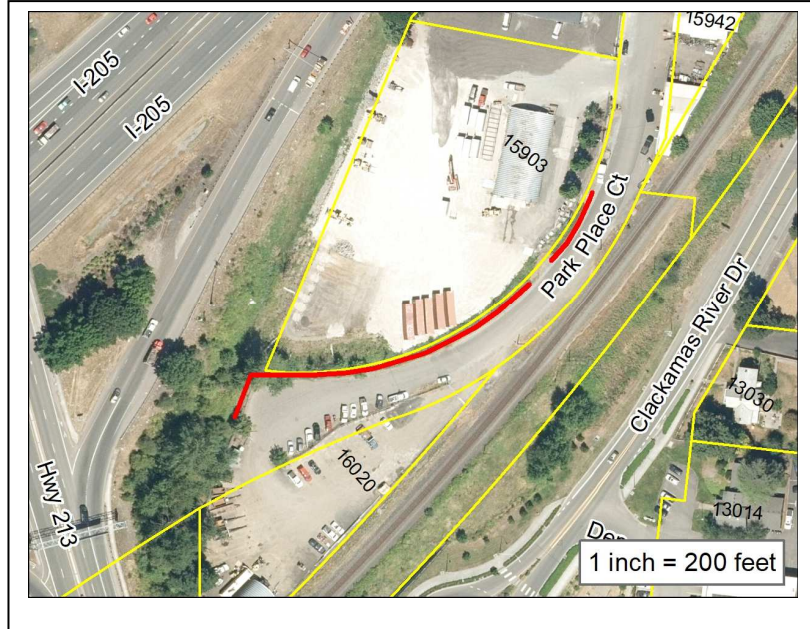
Location Map



Site Information

Site ID: Stm-96
Site Address: 15903 Park Place Ct.
 to cul-de-sac
Category: Ditch
Site Area Sq Ft: 8,406

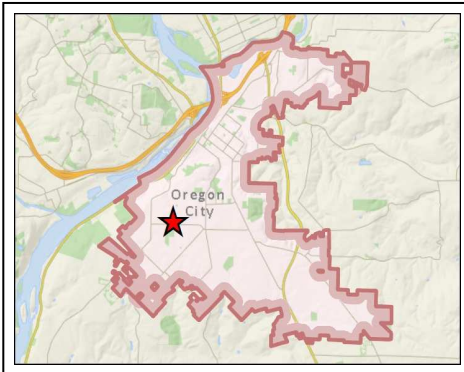
Site Detail Map



RFP ID: Stm-97

Site Name: 355 Warner Parrott Rd.

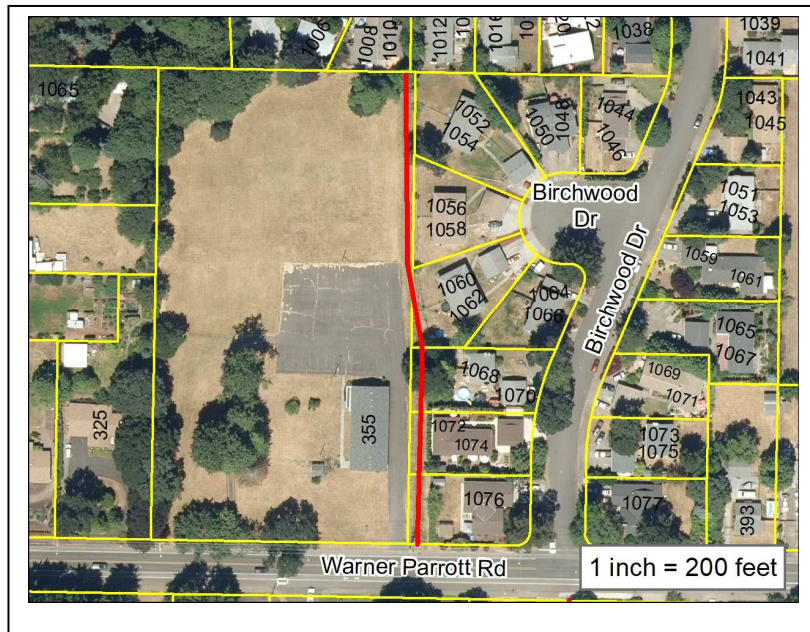
Location Map



Site Information

Site ID: Stm-97
Site Address: Along 355 Warner
 Parrott & behind 1054-1076 Birchwood
Category: Ditch
Site Area Sq Ft: 9,248

Site Detail Map

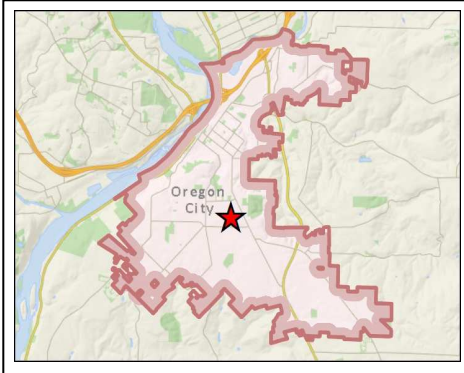


Stormwater Division - Ditch Sites continued

RFP ID: Stm-98

Site Name: St. John's Cemetery & Kamm St.

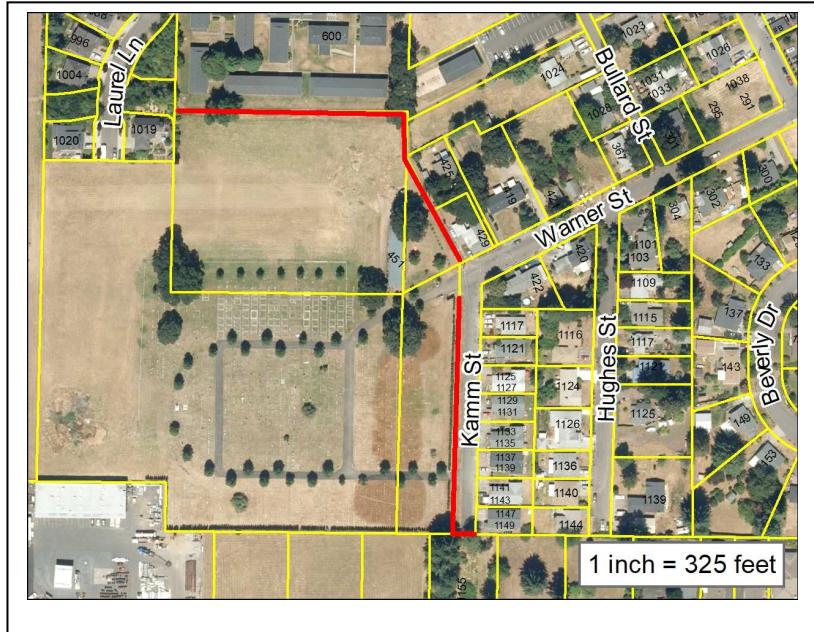
Location Map



Site Information

Site ID: Stm-98
Site Address: 451 Warner St and
 along Kamm St
Category: Ditch
Site Area Sq Ft: 20,536

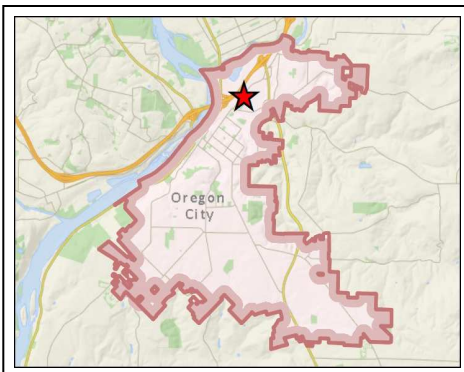
Site Detail Map



RFP ID: Stm-99

Site Name: Washington St.

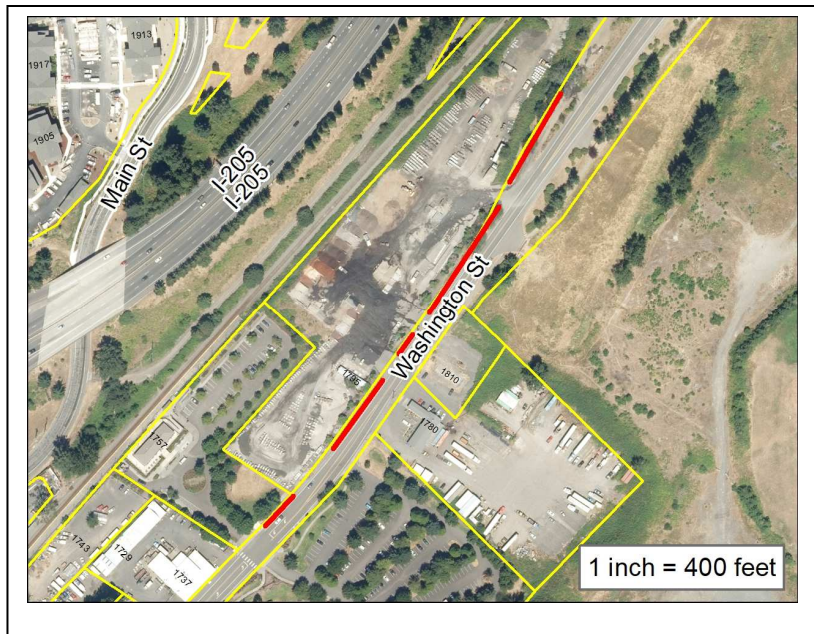
Location Map



Site Information

Site ID: Stm-99
Site Address:
 In Front Of 1795 Washington St.
Category: Ditch
Site Area Sq Ft: 17,365

Site Detail Map

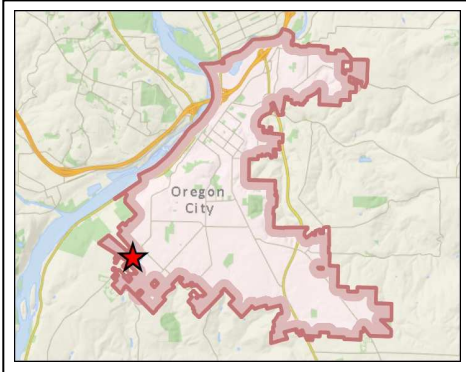


Stormwater Division - Ditch Sites continued

RFP ID: Stm-100

Site Name: South End Rd

Location Map



Site Information

Site ID: Stm-100

Site Address: On South End Rd.
From Salmonberry Dr. To 18952

Category: Ditch

Site Area Sq Ft: 8,197

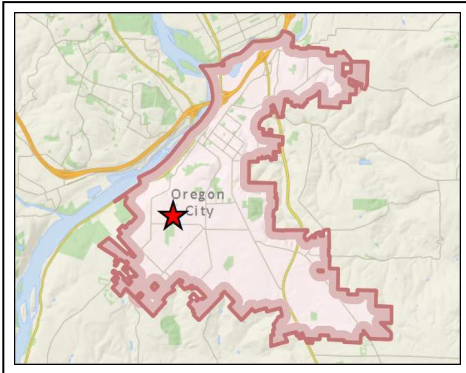
Site Detail Map



RFP ID: Stm-101

Site Name: Hazelwood Dr

Location Map



Site Information

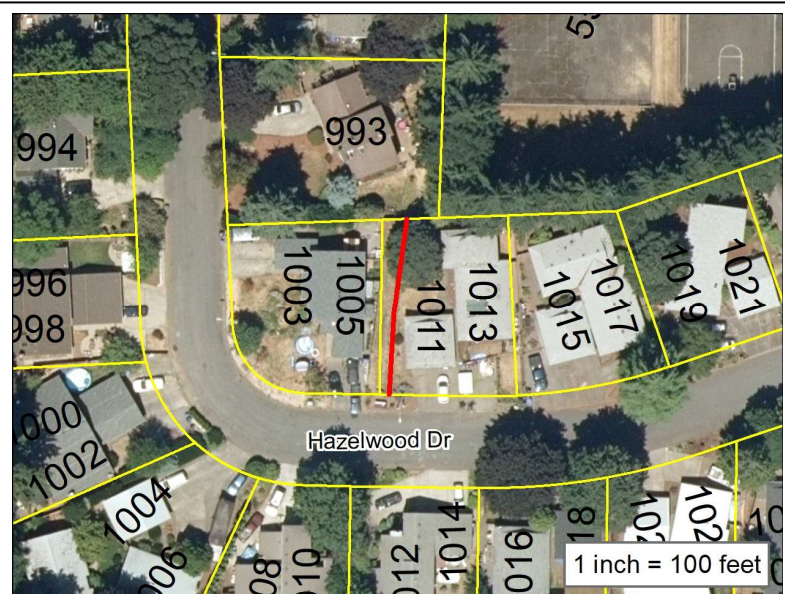
Site ID: Stm-101

Site Address: Between 1005 And
1011 Hazelwood Dr.

Category: Ditch

Site Area Sq Ft: 580

Site Detail Map

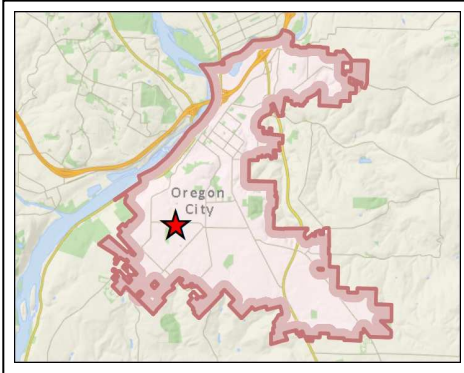


Stormwater Division - Ditch Sites continued

RFP ID: Stm-102

Site Name: Chapin Park

Location Map



Site Information

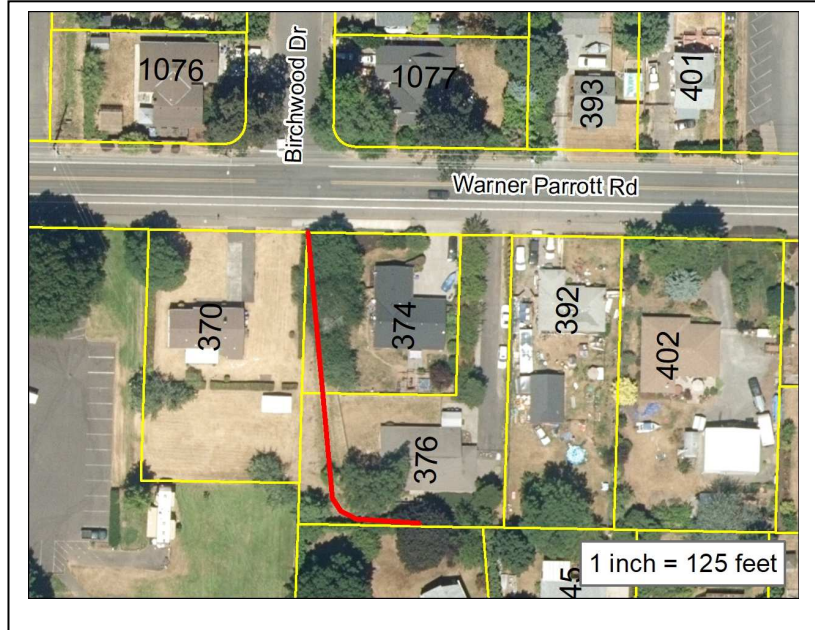
Site ID: Stm-102

Site Address: Between 370 & 374
And Behind 374 Warner Parrott Rd.

Category: Ditch

Site Area Sq Ft: 1,482

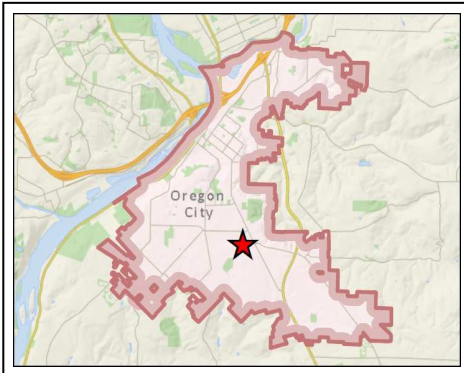
Site Detail Map



RFP ID: Stm-103

Site Name: Theater Ditch on Beavercreek Rd

Location Map



Site Information

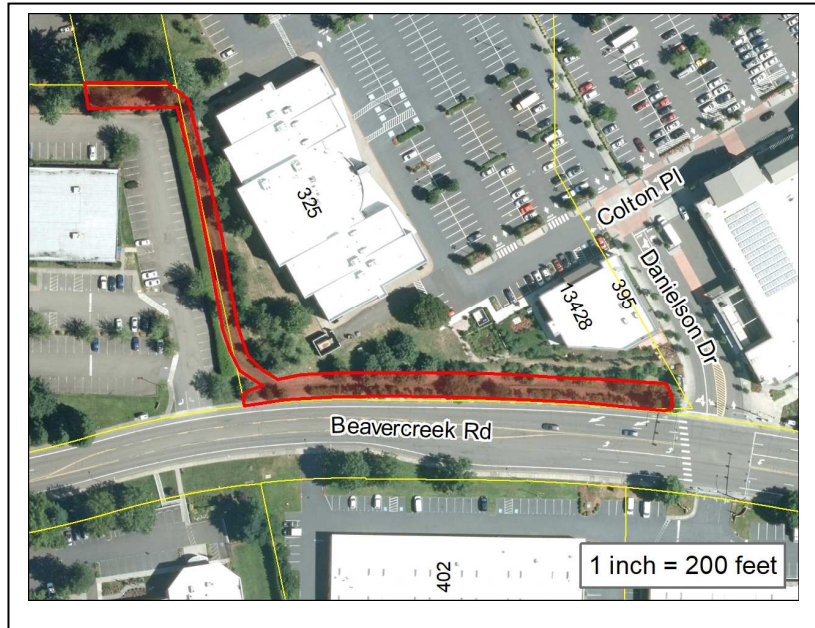
Site ID: Stm-103

Site Address: Alongside and behind
Theater on Beavercreek Rd

Category: Ditch

Site Area Sq Ft: 19,869

Site Detail Map

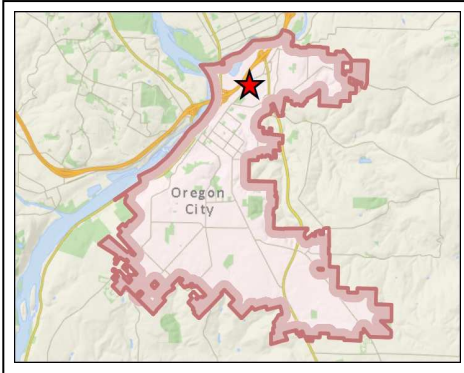


Stormwater Division - Ditch Sites continued

RFP ID: Stm-104

Site Name: Rossland Landfill Ditch

Location Map



Site Information

Site ID: Stm-104

Site Address: Between 1780 Washington Street to Home Depot

Category: Ditch

Site Area Sq Ft: 39,186

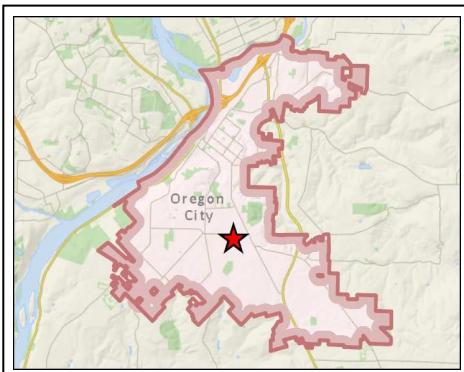
Site Detail Map



RFP ID: Stm-105

Site Name: Credit Union Ditch

Location Map



Site Information

Site ID: Stm-105

Site Address: 290 Warner Milne Rd

Category: Ditch

Site Area Sq Ft: 20,037

Site Detail Map

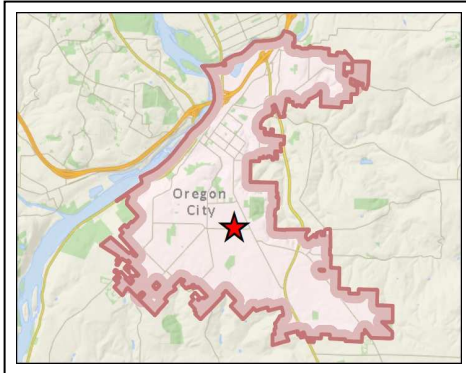


Stormwater Division - Ditch Sites continued

RFP ID: Stm-112

Site Name: Kamm Street Ditch

Location Map



Site Information

Site ID: Stm-112

Site Address: 279 Warner Milne Rd
to Kamm St

Category: Ditch

Site Area Sq Ft: 2,306

Site Detail Map

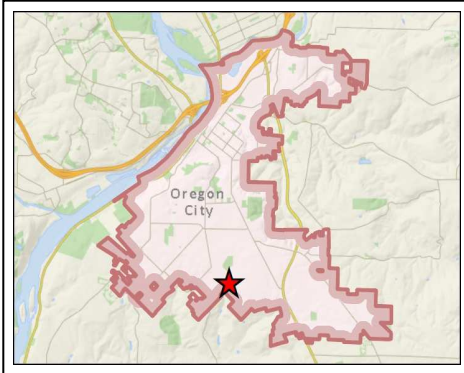


Stormwater Division – City Tract Sites

RFP ID: Stm-106

Site Name: Old Hillendale Pump Station

Location Map



Site Information

Site ID: Stm-106

Site Address: 19460 Meyers Rd.

Category: City Tract

Site Area Sq Ft: 25,895

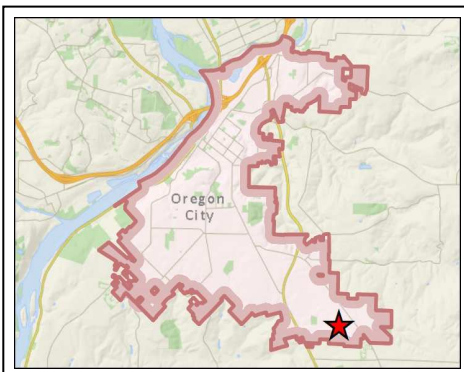
Site Detail Map



RFP ID: Stm-107

Site Name: Glen Oak Detention Tanks

Location Map



Site Information

Site ID: Stm-107

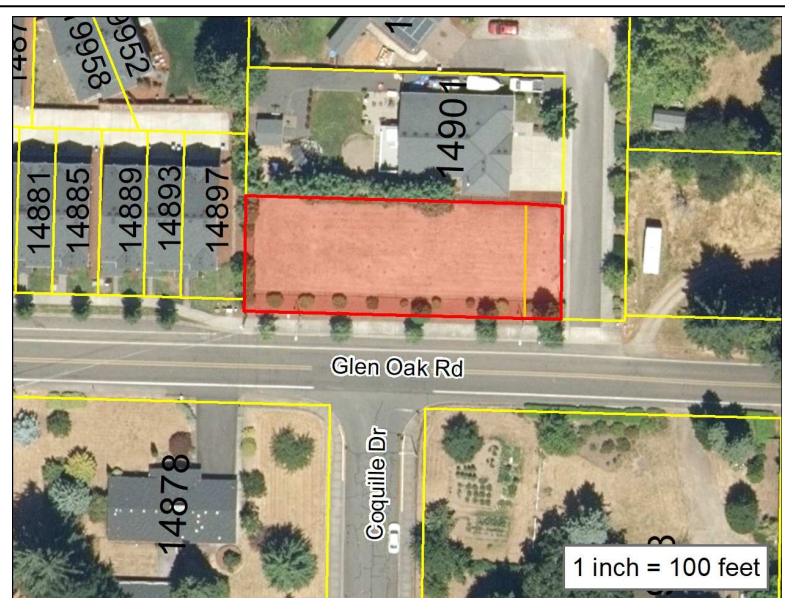
Site Address:

Next to 14987 Glen Oak Road

Category: City Tract

Site Area Sq Ft: 10,867

Site Detail Map

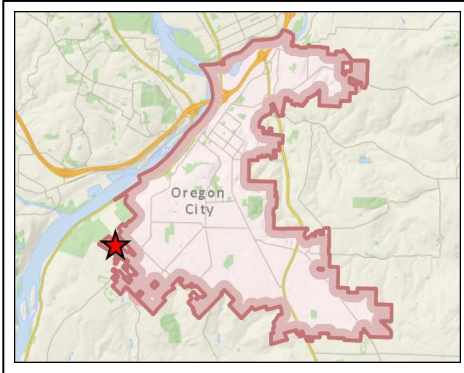


Stormwater Division – City Tract Sites continued

RFP ID: Stm-108

Site Name: Maywood Ct Natural Area

Location Map



Site Information

Site ID: Stm-108

Site Address:

Behind 11266 Maywood Ct

Category: City Tract

Site Area Sq Ft: 10,643

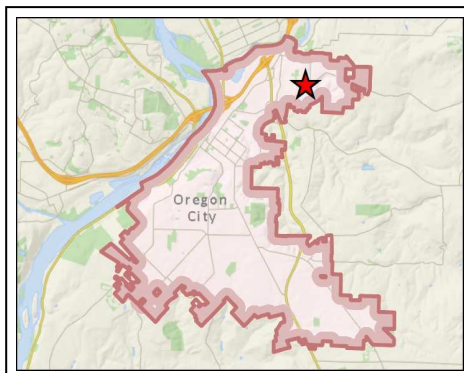
Site Detail Map



RFP ID: Stm-109

Site Name: Hunter Ave Natural Area

Location Map



Site Information

Site ID: Stm-109

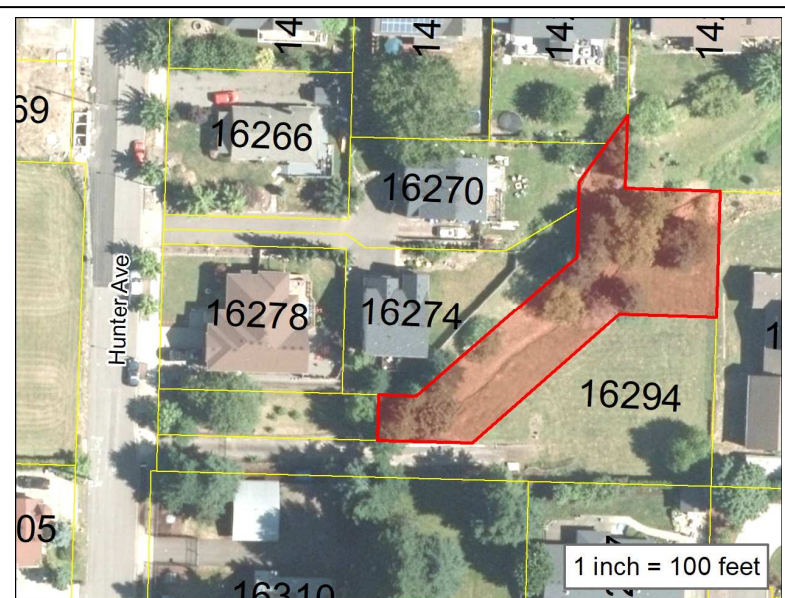
Site Address:

Behind 16275 Hunter Ave

Category: City Tract

Site Area Sq Ft: 10,812

Site Detail Map

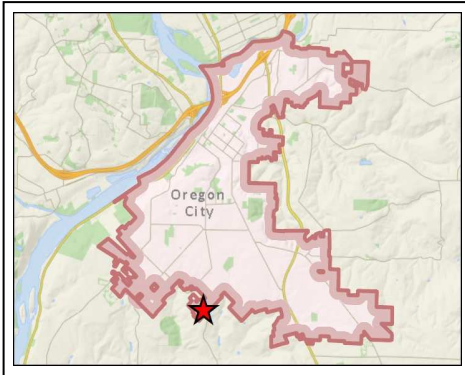


Stormwater Division – City Tract Sites continued

RFP ID: Stm-110

Site Name: Marlo Farms Open Space

Location Map



Site Detail Map



Site Information

Site ID: Stm-110

Site Address: Next to 19837 Leland Rd thru to Cherrywood Way

Category: City Tract

Site Area Sq Ft: 21,918

*Billable square footage shall be agreed upon by the City and Contractor when negotiating individual site costs.

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Stormwater Ponds in RFP							
Qty	RFP ID	Name	Location	Category	Site ID	Map Page	Maint Sched
1	Stm-1	Leland Run Basin (North)	next to 19378 Silver Fox Way	Pond	Stm-1-3004	1	Pond
2	Stm-2	High School Basin (South)	Glen Oak Rd. & High School Ave.	Pond	Stm-2-3006	1	Pond
3	Stm-3	Glen Oak Meadows Basin	Between Quiet Oak & Mossy Meadows off of Brittany Terr.	Pond	Stm-3-3007	2	Pond
4	Stm-4	Meadowood Basin (North)	Corner of Talawa Dr. & Quiet Oak St.	Pond	Stm-4-3089	2	Pond
5	Stm-5	Meadowood Basin (South)	14320 Talawa Dr.	Pond	Stm-5-3008	3	Pond
6	Stm-6	Chestnut Circle Basin	11354 Legato Dr.	Pond	Stm-6-3009	3	Pond
7	Stm-7	Sophia Gardens Basin	12376 Shore Pine Pl.	Pond	Stm-7-3014	4	Pond
8	Stm-8	Barlow Crest Detention Basin	End of Josi Ct.	Pond	Stm-8-3016	4	Pond
9	Stm-9	Newell Ridge Basin	18028 Newell Ridge Dr.	Pond	Stm-9-3018	5	Pond
10	Stm-10	Barclay Hills Basin	18025 Newell Ridge Dr.	Pond	Stm-10-3019	5	Pond
11	Stm-11	Duck Run Basin	12304 Duck Ct.	Pond	Stm-11-3021	6	Pond
12	Stm-12	Vincent and Conn Natural Resource Area	Corner of Vincient Dr. & Conn St.	Pond	Stm-12-3022	6	Pond
13	Stm-13	Salmon Springs Basin	19450 Sunset Springs Dr.	Pond	Stm-13-3024	7	Pond
14	Stm-14	Hazel Grove Basin	19389 Hazel Drove Dr.	Pond	Stm-14-3026	7	Pond
15	Stm-15	Moccasin Basin	Across from 13147 Moccasin Way	Pond	Stm-15-3029	8	Pond
16	Stm-16	Kolar Basin	19671 Kolar Dr. & 11519 Parrish Rd. (2 parcels	Pond	Stm-16-3030	8	Pond
17	Stm-17	Parrish Grove Basin	11664 & 11688 Finnegan's Way	Pond	Stm-17-3032	9	Pond
18	Stm-18	Pioneer Place Natural Resource Area	Between 14429 & 14477 Andrea Lynn Terr.	Pond	Stm-18-3036	9	Pond
19	Stm-19	Coquille Basin	20085 Coquille Dr.	Pond	Stm-19-3038	10	Pond
20	Stm-20	Fairway Downs Basin (Beaver Creek)	Along Beavercreek Rd. across from golf course.	Pond	Stm-20-3039	10	Pond
21	Stm-21	Melinda Basin	Melinda St. & Short Ave.	Pond	Stm-21-3042	11	Pond
22	Stm-22	Hazel Creek Farms Basin (North & South)	Next to 19380 Orchard Dr. & along McCord Rd. (2 Ponds)	Pond	Stm-22-3044	11	Pond
23	Stm-23	Willow Run Basin	Leland Rd & Caddis Pl.	Pond	Stm-23-3045	12	Pond
24	Stm-24	Bailey Estates Basin	19984 Quiet Oak t.	Pond	Stm-24-3046	12	Pond
25	Stm-25	Tracey Heights Basin	14878 Smithfield Dr.	Pond	Stm-25-3047	13	Pond
26	Stm-26	Berry Hill Basin	19046-19076 Beavercreek Rd.	Pond	Stm-26-3049	13	Pond
27	Stm-27	Barclay Hills Detention Basin	17883 Peter Skene Way	Pond	Stm-27-3050	14	Pond

Stormwater Ponds in RFP							
Qty	RFP ID	Name	Location	Category	Site ID	Map Page	Maint Sched
28	Stm-28	Mays Point Basin	12733 Swallowtail Pl.	Pond	Stm-28-3051	14	Pond
29	Stm-29	Sequoia Basin (South)	Next to 20079 Chanticleer Pl.	Pond	Stm-29-3053	15	Pond
30	Stm-30	Sequoia Basin (North)	Murren Way & Berge View Ave. (includes traffic island in median)	Pond	Stm-30-3101	15	Pond
31	Stm-31	Trails View Basin	15010 Journey Dr.	Pond	Stm-31-3056	16	Pond
32	Stm-32	Walnut Grove Basin	Thayer Rd. & Maplelane Rd.	Pond	Stm-32-3057	16	Pond
33	Stm-33	Allen Heights Basin	16278 Hunter Rd.	Pond	Stm-33-3059	17	Pond
34	Stm-34	Cook Street Basin	18763 Cook St.	Pond	Stm-34-3061	17	Pond
35	Stm-35	Filbert Basin	11680 Filbert Dr.	Pond	Stm-35-3064	18	Pond
36	Stm-36	Gentry Highlands Basin	19391 Leland Rd.	Pond	Stm-36-3066	18	Pond
37	Stm-37	Jennifer Estates Basin	16430 Swan Ave.	Pond	Stm-37-3068	19	Pond
38	Stm-38	Little Creek Basin	behind 11402 Parrish Rd.	Pond	Stm-38-3069	19	Pond
39	Stm-39	Maxwell Meadows Basin	11858 Maxwell Ct.	Pond	Stm-39-3071	20	Pond
40	Stm-40	Millenium Park Basin	Next to 13172 Millennium Way	Pond	Stm-40-3077	20	Pond
41	Stm-41	Quinalt Basin	20083 Quinalt Dr.	Pond	Stm-41-3079	21	Pond
42	Stm-42	Silver Fox Basin	Next to 12958 Frontier Pkwy.	Pond	Stm-42-3080	21	Pond
43	Stm-43	South Hampton Basin	19365 Pease Rd.	Pond	Stm-43-3081	22	Pond
44	Stm-44	South Ridge Basin	Shelby Rose Dr. & South End Rd.	Pond	Stm-44-3082	22	Pond
45	Stm-45	Thayer Basin	Next to 14630 Coltrane St.	Pond	Stm-45-3083	23	Pond
46	Stm-46	Wasco Acres Basin	14953 Buffalo Way	Pond	Stm-46-3084	23	Pond
47	Stm-47	Chinook Landing Basin	Pease Rd. & Fisherman's Way	Pond	Stm-47-3086	24	Pond
48	Stm-48	Holcomb Ridge Basin	16587 Oak Tree Terr.	Pond	Stm-48-3087	24	Pond
49	Stm-49	Knots Landing Basin	Maggie Pl. & Cedar Ln.	Pond	Stm-49-3088	25	Pond
50	Stm-50	Camellia Place Basin	Moss Lake Way & Blue Mountain Way	Pond	Stm-50-3090	25	Pond
51	Stm-51	Dawn Meadows Basin (Middle)	11600 Darling Way	Pond	Stm-51-3092	26	Pond
52	Stm-52	Dawn Meadows Basin (North)	18800 Sunblaze Dr.	Pond	Stm-52-3093	26	Pond
53	Stm-53	Katys Place Basin	Tidewater ST. & Pease Rd.	Pond	Stm-53-3094	27	Pond
54	Stm-54	Laurel Lane Basin	Next to 1019 & 1020 Laurel Ln. (2 parcels)	Pond	Stm-54-3095	27	Pond
55	Stm-55	McDowell Water Quality Facility	Next to 19425 McDowell Ln,	Pond	Stm-55-3097	28	Pond
56	Stm-56	Newberry Basin	12810 Joys Dr.	Pond	Stm-56-3099	28	Pond
57	Stm-57	Rian Park Basin	19533 Leland Rd.	Pond	Stm-57-3100	29	Pond

Stormwater Ponds in RFP							
Qty	RFP ID	Name	Location	Category	Site ID	Map Page	Maint Sched
58	Stm-58	Sequoia Crossing Basin	Glen Oak Rd. & Quaking Aspen Ave.	Pond	Stm-58-3102	29	Pond
59	Stm-59	Edgemont Estates Basin	Hwy 213 & Edgemont Dr.	Pond	Stm-59-3104	30	Pond
60	Stm-60	Sunny Brook Basin	Next to 15834 Pasture Way	Pond	Stm-60-3105	30	Pond
61	Stm-61	Pavilion Park Basin	Across from 19573 McCord Rd.	Pond	Stm-61-3106	31	Pond
62	Stm-62	Caufield Place Basin	13987 Traveler Rd.	Pond	Stm-62-3107	31	Pond
63	Stm-63	Thurman Estates Basin	Behind 14292 Forsythe Rd.	Pond	Stm-63-3108	32	Pond
64	Stm-64	Tugs Landing Basin	Ripe Tide St. & Trade Wind St.	Pond	Stm-64-3109	32	Pond
65	Stm-65	Juneberry Basin	Fisher Ave. & Juneberry Ln.	Pond	Stm-65-3126	33	Pond
66	Stm-66	Lindsey Anne Estates	Next to 19756 Cherrywood Way	Pond	Stm-66-3183	33	Pond
67	Stm-67	Adeline Acres	Next to 1318 Josephine St.	Pond	Stm-67-3185	34	Pond
68	Stm-68	Central Point Crossing	White Ln. & Hydrangea Ln.	Pond	Stm-68-3186	34	Pond
69	Stm-69	Marlo Farms	Next to 19836 Cherrywood Way	Pond	Stm-69-3191	35	Pond
70	Stm-70	Ellis Estates	Next to 19786 Cherrywood Way	Pond	Stm-70-3192	35	Pond
71	Stm-71	Sunnybrook Ridge	Ames St. & Pasture Way	Pond	Stm-71-3197	36	Pond
72	Stm-72	Boulder Run	Next to 19375 Pease Rd.	Pond	Stm-72-3211	36	Pond
73	Stm-73	Small Slope	19731 Meyers Rd.	Pond	Stm-73-3213	37	Pond
74	Stm-74	Lucille Riggs	Behind 19147 Pease Rd.	Pond	Stm-74-3234	37	Pond
75	Stm-75	Eds Orchard	Hazel Creek Dr. & Tolstup Dr.	Pond	Stm-75-3235	38	Pond
76	Stm-76	Abernethy Landing	Next to 15257 Holcomb Blvd	Pond	Stm-76-3310	38	Pond
77	Stm-77	Wheeler Farms Pond	Behind 19684 Orchard Grove Dr.	Pond	Stm-77-3408	39	Pond
78	Stm-78	Lindsay Anne Estates Too	Next to 19719 Cherrywood Way	Pond	Stm-78-3442	39	Pond
79	Stm-79	Depot Ln Pond	Next to 13014 Clackamas River Dr.	Pond	Stm-79-3182	40	Pond
80	Stm-80	Ives Estates Detention Pond	Next to 15813 Cherabon Court	Pond	Stm-80-3058	40	Pond
81	Stm-113	Payson Farms Detention Pond	Next to 11853 Payson Lane	Pond	Stm-113-3034	41	Pond
82	Stm-115	Merchant Pl. Pond	In front of 19214 Merchant Pl.	Pond	Stm-115-3073	41	Pond

Stormwater Pond Landscape Maintenance Schedule

Job Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Weed Removal			2	2	2	2	2	2	2	1	1	
Pre-Emergent Application			1						1			
Fertilize Trees & Shrubs, (planter beds only)				1								
Leaf Removal			1							1	2	
Trash, Debris, Dead Plant Removal	2	2	2	2	2	2	2	2	2	2	1	2
Blow Off Walkways & Pathways			2	2	2	2	2	2	2	2	2	
Check & Clear Inlet & Outlet Grates	2	2	2	2	2	2	2	2	2	2	2	2
Barkdust	Barkdust will be applied to site which require barkdust, once every 3 years.											
Tree & Shrub Pruning	Per specs and as needed per species for proper growth & development.											
Mowing & Edging			1	2	3	3	2	1	1	1		
String Trimming			1	2	3	3	2	1	1	1		
Fertilization, (lawn only)			1							1		
Broadleaf spray (lawn only)			1							1		
Field Mowing (site specific, see spreadsheet)			1	2	2	2	2	1	1	1		
Irrigation (site specific, see spreadsheet)			On	1	1	1	1	1	1	Off		

Roadside Stormwater Planters & Swales in RFP

Qty	RFP ID	Name	Location	Category	Site ID	Map Page	Maint Sched	Special Notes	Maint SqFt
1	Stm-81	10th Street Roadside Planter	10th & Main, (east & west sides of 10th St.)	Roadside Planter	Stm-81-3207	42	Planter/Swale	Total Sq Ft	310
2	Stm-82	Clearbrook Dr Roadside Planters				42	Planter/Swale	Total Sq Ft	372
		Clearbrook Dr. East	1011 Clearbrook Dr., (both sides of street)	Roadside Planter	Stm-82-3209				185
		Clearbrook Dr. West	1011 Clearbrook Dr., (both sides of street)	Roadside Planter	Stm-82-3210				187
3	Stm-83	Meyers Rd Stormwater Planters				43		Total Sq Ft	9,016
		Meyers Rd.	14551 Meyers Rd. (south side of Meyers)	Roadside Planter	Stm-83-3215		Planter/Swale		4,481
		Meyers Rd.	14551 Meyers Rd. (north side of Meyers)	Roadside Planter	Stm-83-3216		Planter/Swale		2,285
		Meyers Rd.	14551 Meyers Rd. (north side of Meyers)	Roadside Planter	Stm-83-3217		Planter/Swale		1,479
		Meyers Rd.	14551 Meyers Rd. (north side of Meyers)	Roadside Planter	Stm-83-3218		Planter/Swale		339
4	Stm-84	15th St Roadside Planter	1511 Division St., (on north side of 15th St.)	Roadside Planter	Stm-84-3247	43	Planter/Swale		432
5	Stm-85	Hunter Hills Subdivision				44		Total Sq Ft	1,451
		Hunter Ave Stormwater Planter	14190 Quail Ct., (on Hunter Ave.)	Roadside Planter	Stm-85-3299		Planter/Swale		137
		Quail Ct Stormwater Planter (South)	14180 Quail Ct.	Roadside Planter	Stm-85-3296		Planter/Swale		86
		Quail Ct Stormwater Planter (South)	14170 Quail Ct.	Roadside Planter	Stm-85-3297		Planter/Swale		122
		Quail Ct Stormwater Planter (North)	14169 Quail Ct.	Roadside Planter	Stm-85-3298		Planter/Swale		161
		Hunter Hills Swale A	14139 Quail Ct.	Swale	Stm-85-3294		Planter/Swale		361
		Hunter Hills Swale B	14160 Quail Ct., (in cul-de-sac)	Swale	Stm-85-3295		Planter/Swale		290
		Hunter Hills Swale C	14140 Quail Ct., (along private street)	Swale	Stm-85-3293		Planter/Swale		294
6	Stm-86	Caufield St. & Pleasant Ave				44		Total Sq Ft	432
		Caufield St.	399 Caufield St.	Roadside Planter	Stm-86-3463		Planter/Swale		76
		Pleasant Ave.	399 Caufield St. , (on Pleasant Ave.)	Roadside Planter	Stm-86-3462		Planter/Swale		68
7	Stm-87	Apperson Blvd. Roadside Planter	16123 Apperson Blvd	Roadside Planter	Stm-87-3464	45	Planter/Swale		288
8	Stm-88	Holcomb Blvd Storm Swales				45		Total Sq Ft	3,382
		Holcomb Blvd Bioswale	14246 Holcomb Blvd	Swale	Stm-88-3160		Planter/Swale		1,620
		Holcomb Blvd Bioswale	14230 Holcomb Blvd	Swale	Stm-88-3199		Planter/Swale		775
		Holcomb Blvd Bioswale	14076 Holcomb Blvd	Swale	Stm-88-3198		Planter/Swale		987
9	Stm-89	Swan Ave				46		Total Sq Ft	4,429
		Swan Ave. Storm Swale (South)	16022 Swan	Swale	Stm-89-3420		Planter/Swale		2,642
		Swan Ave. Storm Swale (North)	15964 & 15974 Swan	Swale	Stm-89-3499		Planter/Swale		1,787
10	Stm-90	Main St. Ext Swales				46		Total Sq Ft	16,834
		The Cove Water Quality Swale	1913 Main St. - Edgewater Apts on Main St.	Swale	Stm-90-3232		Planter/Swale		2,696

Roadside Stormwater Planters & Swales in RFP

Qty	RFP ID	Name	Location	Category	Site ID	Map Page	Maint Sched	Special Notes	Maint SqFt
1	Stm-81	10th Street Roadside Planter	10th & Main, (east & west sides of 10th St.)	Roadside Planter	Stm-81-3207	42	Planter/Swale	Total Sq Ft	310
2	Stm-82	Clearbrook Dr Roadside Planters				42	Planter/Swale	Total Sq Ft	372
		Clearbrook Dr. East	1011 Clearbrook Dr., (both sides of street)	Roadside Planter	Stm-82-3209				185
		Clearbrook Dr. West	1011 Clearbrook Dr., (both sides of street)	Roadside Planter	Stm-82-3210				187
3	Stm-83	Meyers Rd Stormwater Planters				43		Total Sq Ft	9,016
		Meyers Rd.	14551 Meyers Rd. (south side of Meyers)	Roadside Planter	Stm-83-3215		Planter/Swale		4,481
		Meyers Rd.	14551 Meyers Rd. (north side of Meyers)	Roadside Planter	Stm-83-3216		Planter/Swale		2,285
		Meyers Rd.	14551 Meyers Rd. (north side of Meyers)	Roadside Planter	Stm-83-3217		Planter/Swale		1,479
		Meyers Rd.	14551 Meyers Rd. (north side of Meyers)	Roadside Planter	Stm-83-3218		Planter/Swale		339
4	Stm-84	15th St Roadside Planter	1511 Division St., (on north side of 15th St.)	Roadside Planter	Stm-84-3247	43	Planter/Swale		432
5	Stm-85	Hunter Hills Subdivision				44		Total Sq Ft	1,451
		Hunter Ave Stormwater Planter	14190 Quail Ct., (on Hunter Ave.)	Roadside Planter	Stm-85-3299		Planter/Swale		137
		Quail Ct Stormwater Planter (South)	14180 Quail Ct.	Roadside Planter	Stm-85-3296		Planter/Swale		86
		Quail Ct Stormwater Planter (South)	14170 Quail Ct.	Roadside Planter	Stm-85-3297		Planter/Swale		122
		Quail Ct Stormwater Planter (North)	14169 Quail Ct.	Roadside Planter	Stm-85-3298		Planter/Swale		161
		Hunter Hills Swale A	14139 Quail Ct.	Swale	Stm-85-3294		Planter/Swale		361
		Hunter Hills Swale B	14160 Quail Ct., (in cul-de-sac)	Swale	Stm-85-3295		Planter/Swale		290
		Hunter Hills Swale C	14140 Quail Ct., (along private street)	Swale	Stm-85-3293		Planter/Swale		294
6	Stm-86	Caufield St. & Pleasant Ave				44		Total Sq Ft	432
		Caufield St.	399 Caufield St.	Roadside Planter	Stm-86-3463		Planter/Swale		76
		Pleasant Ave.	399 Caufield St. , (on Pleasant Ave.)	Roadside Planter	Stm-86-3462		Planter/Swale		68
7	Stm-87	Apperson Blvd. Roadside Planter	16123 Apperson Blvd	Roadside Planter	Stm-87-3464	45	Planter/Swale		288
8	Stm-88	Holcomb Blvd Storm Swales				45		Total Sq Ft	3,382
		Holcomb Blvd Bioswale	14246 Holcomb Blvd	Swale	Stm-88-3160		Planter/Swale		1,620
		Holcomb Blvd Bioswale	14230 Holcomb Blvd	Swale	Stm-88-3199		Planter/Swale		775
		Holcomb Blvd Bioswale	14076 Holcomb Blvd	Swale	Stm-88-3198		Planter/Swale		987
9	Stm-89	Swan Ave				46		Total Sq Ft	4,429
		Swan Ave. Storm Swale (South)	16022 Swan	Swale	Stm-89-3420		Planter/Swale		2,642
		Swan Ave. Storm Swale (North)	15964 & 15974 Swan	Swale	Stm-89-3499		Planter/Swale		1,787
10	Stm-90	Main St. Ext Swales				46		Total Sq Ft	16,834
		The Cove Water Quality Swale	1913 Main St. - Edgewater Apts on Main St.	Swale	Stm-90-3232		Planter/Swale		2,696

Roadside Stormwater Planters & Swales in RFP

Qty	RFP ID	Name	Location	Category	Site ID	Map Page	Maint Sched	Special Notes	Maint SqFt
		Main St. Ext Swale	1900 McLoughlin Blvd. (North of OC Shopping Center on Main St.)	Swale	Stm-90-3500		Planter/Swale		14,138
11	Stm-91	Prospector Terrace Swale	19345 Prospector Terr.	Swale	Stm-91-3477	47	Planter/Swale	Total Sq Ft	1,780
12	Stm-92	Warner Miline Rain Garden	Molalla Ave & Warner Milne Rd.	Rain Garden	Stm-92-3376	47	Planter/Swale	Total Sq Ft	5,929
13	Stm-93	Abernethy Landing Subdivision				48		Total Sq Ft	10,265
		Stormwater Planter - Barlow Dr	16334 Kitty Hawk Ave on Barlow Dr	Roadside Planter	Stm-93-3347		Planter/Swale		94
		Stormwater Planter - Barlow Dr	16340 Kitty Hawk Ave on Barlow Dr	Roadside Planter	Stm-93-3348		Planter/Swale		159
		Stormwater Planter - Barlow Dr	16355 Earhart Ave on Barlow Dr	Roadside Planter	Stm-93-3355		Planter/Swale		133
		Stormwater Planter - Barlow Dr	16249 Barlow Dr	Roadside Planter	Stm-93-3356		Planter/Swale		165
		Stormwater Planter - Barlow Dr	16350 Earhart Ave on Barlow Dr	Roadside Planter	Stm-93-3357		Planter/Swale		283
		Stormwater Planter - Barlow Dr	16344 Earhart Ave on Barlow Dr	Roadside Planter	Stm-93-3358		Planter/Swale		326
		Stormwater Planter - Earhart Ave	16239 Jada Way on Earhart Ave	Roadside Planter	Stm-93-3333		Planter/Swale		246
		Stormwater Planter - Earhart Ave	16235 Jada Way on Earhart Ave	Roadside Planter	Stm-93-3334		Planter/Swale		239
		Stormwater Planter - Earhart Ave	16386 Earhart Ave	Roadside Planter	Stm-93-3335		Planter/Swale		73
		Stormwater Planter - Earhart Ave	16379 Earhart Ave	Roadside Planter	Stm-93-3336		Planter/Swale		84
		Stormwater Planter - Earhart Ave	16368 Earhart Ave	Roadside Planter	Stm-93-3349		Planter/Swale		117
		Stormwater Planter - Earhart Ave	16362 Earhart Ave	Roadside Planter	Stm-93-3350		Planter/Swale		102
		Stormwater Planter - Earhart Ave	16361 Earhart Ave	Roadside Planter	Stm-93-3351		Planter/Swale		75
		Stormwater Planter - Earhart Ave	16361 Earhart Ave	Roadside Planter	Stm-93-3352		Planter/Swale		69
		Stormwater Planter - Earhart Ave	16356 Earhart Ave	Roadside Planter	Stm-93-3353		Planter/Swale		99
		Stormwater Planter - Earhart Ave	16355 Earhart Ave	Roadside Planter	Stm-93-3354		Planter/Swale		134
		Stormwater Planter - Earhart Ave	16344 Earhart Ave	Roadside Planter	Stm-93-3359		Planter/Swale		330
		Stormwater Planter - Earhart Ave	16245 Barlow Dr on Earhart Ave	Roadside Planter	Stm-93-3360		Planter/Swale		352
		Stormwater Planter - Earhart Ave	16319 Earhart Ave	Roadside Planter	Stm-93-3370		Planter/Swale		134
		Stormwater Planter - Earhart Ave	16313 Earhart Ave	Roadside Planter	Stm-93-3371		Planter/Swale		175
		Stormwater Planter - Earhart Ave	16233 Wright Flyer Ln on Earhart Ave	Roadside Planter	Stm-93-3372		Planter/Swale		214
		Stormwater Planter - Holcomb Blvd	15272 Holcomb Blvd	Roadside Planter	Stm-93-3316		Planter/Swale		156
		Stormwater Planter - Holcomb Blvd	15268 Holcomb Blvd	Roadside Planter	Stm-93-3317		Planter/Swale		181
		Stormwater Planter - Holcomb Blvd	15269 Holcomb Blvd	Roadside Planter	Stm-93-3318		Planter/Swale		420
		Stormwater Planter - Holcomb Blvd	15264 Holcomb Blvd	Roadside Planter	Stm-93-3319		Planter/Swale		147
		Stormwater Planter - Holcomb Blvd	15260 Holcomb Blvd	Roadside Planter	Stm-93-3320		Planter/Swale		222
		Stormwater Planter - Holcomb Blvd	Holcomb Blvd in front of Pond	Roadside Planter	Stm-93-3321		Planter/Swale		91
		Stormwater Planter - Holcomb Blvd	Holcomb Blvd in front of Pond	Roadside Planter	Stm-93-3322		Planter/Swale		272
		Stormwater Planter - Holcomb Blvd	Holcomb Blvd in front of Pond	Roadside Planter	Stm-93-3323		Planter/Swale		418
		Stormwater Planter - Holcomb Blvd	15265 Holcomb Blvd	Roadside Planter	Stm-93-3324		Planter/Swale		139
		Stormwater Planter - Jada Way	Jada Way at Pond	Roadside Planter	Stm-93-3328		Planter/Swale		88
		Stormwater Planter - Jada Way	16251 Jada Way	Roadside Planter	Stm-93-3329		Planter/Swale		114

Roadside Stormwater Planters & Swales in RFP

Qty	RFP ID	Name	Location	Category	Site ID	Map Page	Maint Sched	Special Notes	Maint SqFt
		Stormwater Planter - Jada Way	16234 Jada Way	Roadside Planter	Stm-93-3330		Planter/Swale		144
		Stormwater Planter - Jada Way	16230 Jada Way	Roadside Planter	Stm-93-3331		Planter/Swale		105
		Stormwater Planter - Jada Way	16227/16231 Jada Way	Roadside Planter	Stm-93-3332		Planter/Swale		185
		Stormwater Planter - Kitty Hawk Ave	16441 Kitty Hawk Ave	Roadside Planter	Stm-93-3311		Planter/Swale		78
		Stormwater Planter - Kitty Hawk Ave	16435 Kitty Hawk Ave	Roadside Planter	Stm-93-3312		Planter/Swale		194
		Stormwater Planter - Kitty Hawk Ave	16430 Kitty Hawk Ave	Roadside Planter	Stm-93-3313		Planter/Swale		79
		Stormwater Planter - Kitty Hawk Ave	16430 Kitty Hawk Ave	Roadside Planter	Stm-93-3314		Planter/Swale		128
		Stormwater Planter - Kitty Hawk Ave	15264 Holcomb Blvd on Kitty Hawk Ave	Roadside Planter	Stm-93-3315		Planter/Swale		96
		Stormwater Planter - Kitty Hawk Ave	15265 Holcomb Blvd on Kitty Hawk Ave	Roadside Planter	Stm-93-3325		Planter/Swale		152
		Stormwater Planter - Kitty Hawk Ave	16412/16418 Kitty Hawk Ave	Roadside Planter	Stm-93-3326		Planter/Swale		152
		Stormwater Planter - Kitty Hawk Ave	16218 Jada Way on Kitty Hawk Ave	Roadside Planter	Stm-93-3327		Planter/Swale		181
		Stormwater Planter - Kitty Hawk Ave	16219 Jada Way on Kitty Hawk Ave	Roadside Planter	Stm-93-3337		Planter/Swale		267
		Stormwater Planter - Kitty Hawk Ave	16223 Jada Way on Kitty Hawk Ave	Roadside Planter	Stm-93-3338		Planter/Swale		170
		Stormwater Planter - Kitty Hawk Ave	16381 Kitty Hawk Ave	Roadside Planter	Stm-93-3339		Planter/Swale		62
		Stormwater Planter - Kitty Hawk Ave	16369/16375 Kitty Hawk Ave	Roadside Planter	Stm-93-3340		Planter/Swale		184
		Stormwater Planter - Kitty Hawk Ave	16382 Kitty Hawk Ave	Roadside Planter	Stm-93-3341		Planter/Swale		61
		Stormwater Planter - Kitty Hawk Ave	16370/16376 Kitty Hawk Ave	Roadside Planter	Stm-93-3342		Planter/Swale		180
		Stormwater Planter - Kitty Hawk Ave	16358 Kitty Hawk Ave	Roadside Planter	Stm-93-3343		Planter/Swale		89
		Stormwater Planter - Kitty Hawk Ave	16357 Kitty Hawk Ave	Roadside Planter	Stm-93-3344		Planter/Swale		71
		Stormwater Planter - Kitty Hawk Ave	16346 Kitty Hawk Ave	Roadside Planter	Stm-93-3345		Planter/Swale		145
		Stormwater Planter - Kitty Hawk Ave	16212 Barlow Dr on Kitty Hawk Ave	Roadside Planter	Stm-93-3346		Planter/Swale		133
		Stormwater Planter - Kitty Hawk Ave	16334 Kitty Hawk Ave	Roadside Planter	Stm-93-3361		Planter/Swale		172
		Stormwater Planter - Kitty Hawk Ave	16327/16333 Kitty Hawk Ave	Roadside Planter	Stm-93-3362		Planter/Swale		248
		Stormwater Planter - Kitty Hawk Ave	16328 Kitty Hawk Ave	Roadside Planter	Stm-93-3363		Planter/Swale		176
		Stormwater Planter - Kitty Hawk Ave	16310 Kitty Hawk Ave	Roadside Planter	Stm-93-3364		Planter/Swale		198
		Stormwater Planter - Kitty Hawk Ave	16209 Wright Flyer Ln on Kitty Hawk Ave	Roadside Planter	Stm-93-3365		Planter/Swale		121
		Stormwater Planter - Wright Flyer Ln	16310 Kitty Hawk Ave on Wright Flyer Ln	Roadside Planter	Stm-93-3366		Planter/Swale		75
		Stormwater Planter - Wright Flyer Ln	16316 Kitty Hawk Ave on Wright Flyer Ave	Roadside Planter	Stm-93-3367		Planter/Swale		79
		Stormwater Planter - Wright Flyer Ln	16320 Earhart Ave on Wright Flyer Ln	Roadside Planter	Stm-93-3368		Planter/Swale		260
		Stormwater Planter - Wright Flyer Ln	16217/16225 Wright Flyer Ln	Roadside Planter	Stm-93-3369		Planter/Swale		229
14	Stm-111	Bonn St. Roadside Planters				49		Total Sq Ft	642
		Bonn St.	14279 Bonn St.	Roadside Planter	Stm-111-3175		Planter/Swale		271
		Bonn St.	14271 Bonn St.	Roadside Planter	Stm-111-3176		Planter/Swale		201
		Bonn St.	14263 Bonn St.	Roadside Planter	Stm-111-3177		Planter/Swale		170
15	Stm-114	Brendon Estates Swale	Behind 14187 & 14199 Conway Dr.	Swale	Stm-114-3060	49	Planter/Swale	Total Sq Ft	2,712
16	Stm-116	Lindsey Anne Too Subdivision				50		Total Sq Ft	1,249

Roadside Stormwater Planters & Swales in RFP

Qty	RFP ID	Name	Location	Category	Site ID	Map Page	Maint Sched	Special Notes	Maint SqFt
		Stormwater Planter - Cedarwood Way	19697 Cedarwood Way	Roadside Planter	Stm-116-3445		Planter/Swale		49
		Stormwater Planter - Cedarwood Way	19698 Cedarwood Way	Roadside Planter	Stm-116-3446		Planter/Swale		52
		Stormwater Planter - Cedarwood Way	19709 Cedarwood Way	Roadside Planter	Stm-116-3449		Planter/Swale		136
		Stormwater Planter - Cedarwood Way	19703 Cedarwood Way	Roadside Planter	Stm-116-3450		Planter/Swale		49
		Stormwater Planter - Cedarwood Way	19706 Cedarwood Way	Roadside Planter	Stm-116-3451		Planter/Swale		48
		Stormwater Planter - Cedarwood Way	19712 Cedarwood Way	Roadside Planter	Stm-116-3452		Planter/Swale		46
		Stormwater Planter - Leland Rd	19711 Leland Rd	Roadside Planter	Stm-116-3436		Planter/Swale		137
		Stormwater Planter - Leland Rd	12784 Myrtlewood on Leland Rd	Roadside Planter	Stm-116-3437		Planter/Swale		55
		Stormwater Planter - Myrtlewood Way	12784 Myrtlewood at Leland Rd	Roadside Planter	Stm-116-3438		Planter/Swale		67
		Stormwater Planter - Myrtlewood Way	12784 Myrtlewood at Leland Rd	Roadside Planter	Stm-116-3439		Planter/Swale		46
		Stormwater Planter - Myrtlewood Way	19711 Leland Rd on Myrtlewood Way	Roadside Planter	Stm-116-3440		Planter/Swale		99
		Stormwater Planter - Myrtlewood Way	19711 Leland Rd on Myrtlewood Way	Roadside Planter	Stm-116-3441		Planter/Swale		89
		Stormwater Planter - Myrtlewood Way	19703 Cedarwood Way on Myrtlewood Way	Roadside Planter	Stm-116-3443		Planter/Swale		84
		Stormwater Planter - Myrtlewood Way	19697 Cedarwood Way on Myrtlewood Way	Roadside Planter	Stm-116-3444		Planter/Swale		108
		Stormwater Planter - Myrtlewood Way	19698 Cedarwood Way on Myrtlewood Way	Roadside Planter	Stm-116-3447		Planter/Swale		116
		Stormwater Planter - Myrtlewood Way	19706 Cedarwood Way on Myrtlewood Way	Roadside Planter	Stm-116-3448		Planter/Swale		68
17	Stm-117	Wheeler Farms Subdivision				51		Total Sq Ft	4,724
		Stormwater Planter - Larence Ln	19736 Larence Ln	Roadside Planter	Stm-117-3424		Planter/Swale		72
		Stormwater Planter - Larence Ln	19731 Larence Ln	Roadside Planter	Stm-117-3425		Planter/Swale		101
		Stormwater Planter - Orchard Grove Dr	19740 Orchard Grove Dr	Roadside Planter	Stm-117-3399		Planter/Swale		156
		Stormwater Planter - Orchard Grove Dr	19716 Orchard Grove Dr	Roadside Planter	Stm-117-3400		Planter/Swale		61
		Stormwater Planter - Orchard Grove Dr	12053 Wheeler Way on Orchard Grove Dr	Roadside Planter	Stm-117-3409		Planter/Swale		45
		Stormwater Planter - Orchard Grove Dr	19667 Orchard Grove Dr	Roadside Planter	Stm-117-3410		Planter/Swale		61
		Stormwater Planter - Orchard Grove Dr	Next to 19684 Orchard Grove Dr	Roadside Planter	Stm-117-3411		Planter/Swale		245
		Stormwater Planter - Orchard Grove Dr	At Pond entrance	Roadside Planter	Stm-117-3412		Planter/Swale		204
		Stormwater Planter - Orchard Grove Dr	19643 Orchard Grove Dr	Roadside Planter	Stm-117-3413		Planter/Swale		51
		Stormwater Planter - Orchard Grove Dr	19607 Orchard Grove Dr	Roadside Planter	Stm-117-3414		Planter/Swale		118
		Stormwater Planter - Orchard Grove Dr	19608 Orchard Grove Dr	Roadside Planter	Stm-117-3415		Planter/Swale		79
		Stormwater Planter - Orchard Grove Dr	19584 Orchard Grove Dr	Roadside Planter	Stm-117-3416		Planter/Swale		73
		Stormwater Planter - Orchard Grove Dr	19572 Orchard Grove Dr	Roadside Planter	Stm-117-3417		Planter/Swale		68
		Stormwater Planter - Orchard Grove Dr	19560 Orchard Grove Dr	Roadside Planter	Stm-117-3418		Planter/Swale		170
		Stormwater Planter - Orchard Grove Dr	19561 Orchard Grove Dr	Roadside Planter	Stm-117-3419		Planter/Swale		69
		Stormwater Planter - Skellenger Way	11936 Skellenger Way	Roadside Planter	Stm-117-3426		Planter/Swale		106
		Stormwater Planter - Skellenger Way	19631 Orchard Grove Dr on Skellenger Way	Roadside Planter	Stm-117-3431		Planter/Swale		66
		Stormwater Planter - Skellenger Way	11960 Skellenger Way	Roadside Planter	Stm-117-3432		Planter/Swale		138
		Stormwater Planter - Skellenger Way	19619 Orchard Grove Dr on Skellenger Way	Roadside Planter	Stm-117-3433		Planter/Swale		66
		Stormwater Planter - Skellenger Way	11981 Skellenger Way	Roadside Planter	Stm-117-3434		Planter/Swale		190

Roadside Stormwater Planters & Swales in RFP

Qty	RFP ID	Name	Location	Category	Site ID	Map Page	Maint Sched	Special Notes	Maint SqFt
		Stormwater Planter - Tolstrup Dr	19561 Orchard Grove Dr on Tolstrup Dr	Roadside Planter	Stm-117-3420		Planter/Swale		59
		Stormwater Planter - Tolstrup Dr	19561 Orchard Grove Dr on Tolstrup Dr	Roadside Planter	Stm-117-3421		Planter/Swale		227
		Stormwater Planter - Tolstrup Dr	19583 Orchard Grove Dr on Tolstrup Dr	Roadside Planter	Stm-117-3422		Planter/Swale		64
		Stormwater Planter - Tolstrup Dr	19583 Orchard Grove Dr on Tolstrup Dr	Roadside Planter	Stm-117-3423		Planter/Swale		199
		Stormwater Planter - Wheeler Farm Rd	Across from 19745 Wheeler Farm Rd	Roadside Planter	Stm-117-3403		Planter/Swale		268
		Stormwater Planter - Wheeler Farm Rd	19737/19729 Wheeler Farm Rd	Roadside Planter	Stm-117-3404		Planter/Swale		255
		Stormwater Planter - Wheeler Farm Rd	19689 Wheeler Farm Rd	Roadside Planter	Stm-117-3405		Planter/Swale		123
		Stormwater Planter - Wheeler Farm Rd	19681 Wheeler Farm Rd	Roadside Planter	Stm-117-3406		Planter/Swale		118
		Stormwater Planter - Wheeler Farm Rd	19696 Wheeler Farm Rd	Roadside Planter	Stm-117-3407		Planter/Swale		210
		Stormwater Planter - Wheeler Way	12024 Wheeler Way	Roadside Planter	Stm-117-3427		Planter/Swale		134
		Stormwater Planter - Wheeler Way	19739 Larence Ln on Wheeler Way	Roadside Planter	Stm-117-3428		Planter/Swale		302
		Stormwater Planter - Wheeler Way	12053 Wheeler Way	Roadside Planter	Stm-117-3429		Planter/Swale		130
		Stormwater Planter - Wheeler Way	19643 Orchard Grove Dr on Wheeler Way	Roadside Planter	Stm-117-3430		Planter/Swale		162
		Stormwater Planter - Winnie Way	19705 Wheeler Way on Winnie Way	Roadside Planter	Stm-117-3401		Planter/Swale		186
		Stormwater Planter - Winnie Way	19713 Wheeler Way on Winnie Way	Roadside Planter	Stm-117-3402		Planter/Swale		148
									14,658

Stormwater Raingarden, Planter, Swale Landscape Maintenance Schedule

Job Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Weed Removal			2	2	2	2	2	2	2	1	1	
Trash, Debris, Dead Plant Removal	2	2	2	2	2	2	2	2	2	2	2	2
Blow Off Walkways & Pathways			2	2	2	2	2	2	2	2	2	
String Trimming & Mowing			1	2	3	3	2	1	1	1		
Leaf Removal			1							1	1	1
Clear Catch Basin Grates	1	1	2	2	2	2	2	2	2	2	2	1
Barkdust	Barkdust will be applied to site which require barkdust, once every 3 years.											
Tree & Shrub Pruning	Per specs and as needed per species for proper growth & development.											
Irrigation (site specific, see spreadsheet)			On	1	1	1	1	1	1	Off		

Stormwater Ditches in RFP

Qty	RFP ID	Name	Location	Category	Site ID	Map Page	Maint Sched	Special Notes	Maint SqFt
1	Stm-94	Central Point Rd. & McCord Rd.	19231 Central Point Rd. to Parlow Rd. and also behind 11974 & 11976 Kathaway Ct.	Ditch	Stm-94	52	Ditch		6,592
2	Stm-95	3rd Ave.	716 to 704 3rd Ave.	Ditch	Stm-95	52	Ditch		3,463
3	Stm-96	Park Place Ct.	15903 Park Place Ct. to cul-de-sac	Ditch	Stm-96	53	Ditch		8,406
4	Stm-97	Warner Parrott Rd.	alongside 355 Warner Parrott Rd	Ditch	Stm-97	53	Ditch		9,248
5	Stm-98	St. Johns Cemetery & Kamm St.	451 Warner St. and along Kamm St.	Ditch	Stm-98	54	Ditch		20,536
6	Stm-99	Washington St.	In front of 17365 Washington St.	Ditch	Stm-99	54	Ditch		17,365
7	Stm-100	South End Rd	South End Rd. from Salmonberry Dr. to 18952 South End Rd.	Ditch	Stm-100	55	Ditch		8,197
8	Stm-101	Hazelwood Dr.	Between 1005 & 1011 Hazelwood Dr.	Ditch	Stm-101	55	Ditch		580
9	Stm-102	Chapin Park	Between 370 & 374 and also behind 376 Warner Parrot Rd.	Ditch	Stm-102	56	Ditch		1,482
10	Stm-103	Theater Ditch on Beavercreek Rd.	alongside and behind Theater on Beavercreek Rd.	Ditch	Stm-103	56	Ditch		19,869
11	Stm-104	Rossman Landfill	Between 1780 Washington St. and entrance to Home Depot	Ditch	Stm-104	57	Ditch		39,186
12	Stm-105	Credit Union Ditch	Alongside and behind 290 Warner Milne Rd.	Ditch	Stm-105	57	Ditch		20,037
13	Stm-112	Kamm St Ditch	1155 Kamm St & 279 Warner Milne Rd	Ditch	Stm-112	58	Ditch		2,306
									157,267

Stormwater Ditches Landscape Maintenance Schedule

Job Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
String Trimming/Mowing			1	2	3	3	2	1	1	1		
Trash, Debris, Dead Plant Removal	2	2	2	2	2	2	2	2	2	2	2	2
Blow Off Walkways & Pathways			2	2	2	2	2	2	2	2	2	
Weed Removal		1	1	1	1	1	1	1	1	1		
Leaf Removal										1	1	1

City Owned Stormwater Tracts in RFP

Qty	RFP ID	Name	Location	Category	Site ID	Map Page	Maint Sched	Special Notes	Maint SqFt
1	Stm-106	Old Hillendale Pump Sta.	19460 Meyers Rd.	City Tract	Stm-106	59	City Tract	Field mowing	25,985
2	Stm-107	Glen Oak Detention Tanks	Next to 14987 Glen Oak Rd.	City Tract	Stm-107	59	City Tract	Field mowing	10,867
3	Stm-108	Maywood Ct. Natural Area	Behind 11266 Maywood Ct.	City Tract	Stm-108	60	City Tract		10,643
4	Stm-109	Hunter Ave Natural Area	Next to 16294 Hunter Ave.	City Tract	Stm-109	60	City Tract	Field mowing	10,812
5	Stm-110	Marlo Farms Open Space	Cherrywood Way & Jessie Ave.	City Tract	Stm-110	61	City Tract	Field mowing	21,918
									80,225

City Stormwater Tract Landscape Maintenance Schedule

Job Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Tree & Shrub Pruning	Per specs and as needed per species for proper growth & development.											
Trash, Debris, Dead Plant Removal	1	1	2	2	2	2	2	2	2	2	2	1
Blow Off Walkways & Pathways			2	2	2	2	2	2	2	2	2	
Leaf Removal	1									1	1	1
String Trimming & Mowing			1	2	3	3	2	1	1	1		
Broadleaf spray (lawn only)			1							1		
Irrigation (site specific, see spreadsheet)			On	1	1	1	1	1	1	Off		
Barkdust	Barkdust will be applied to site which require barkdust, once every 3 years.											

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7i.

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

2. Payment.

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

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

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

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

3. Independent Contractor Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7i.

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

6. Payment of Laborers; Payment of Taxes.

(a) Contractor shall:

- (i) Make payment promptly, as due, to all persons supplying to Contractor labor and materials for the prosecution of the services to be provided pursuant to this Agreement.
- (ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.
- (iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.
- (iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Contractor under this Agreement and, unless Contractor is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligation.
- (v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.
- (b) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Contractor by reason of this Agreement.

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

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

7. SubContractors and Assignment.

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

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

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

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7i.

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

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

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

13. Indemnity and Insurance.

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

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

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

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

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

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

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

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

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

Item 7i.

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

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

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

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

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

be provided free of cost to City.

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

24. Arbitration.

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

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

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

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

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

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

Item 7i.

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

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

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



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Facility Manager, Kyle Christoph

Agenda Date: 05/15/2024

SUBJECT:

Exterior Deck Replacement at the End of the Oregon Trail

STAFF RECOMMENDATION:

Staff recommends that the Commission authorize the City Manager to execute a contract with R&R Maintenance and Renovation to replace the wooden deck and monumental stairs outside the End of the Oregon Trail's Interpretive Center Wagon 3. This project will complete a needed update to the public use area, increasing its aesthetic appeal and safety for all users.

BACKGROUND:

The deck outside Wagon 3 faces Washington Street and the band pavilion at the End of the Trail Park. It is a significant gathering space for many of Oregon City's most popular community events, from Concerts in the Park to National Night Out. The ability to maintain the standing surface has now passed the point where our staff can adequately provide repairs on a case-by-case basis. To ensure a welcoming, safe, and scenic experience, we propose hiring an outside contractor to replace the entire surface. This replacement would provide a much-needed upgrade to our guests' safety and experience in the park.

The staff has obtained 3 quotes for the work from Deckmasters LLC, North West Sub Pro's LLC, and R&R Maintenance and Renovation. All-Star Pros and Elite Dock & Marine LLC contacted us to provide quotes but then declined once they reviewed the scope.

- R&R Maintenance and Renovation - \$55,000
- Deckmasters LLC - \$59,700
- North West Sub Pro's LLC - \$61,000

The funds for this project were not included in the adopted budget. The \$55,000 is available through project and staffing savings in the existing budget and are available to allocate to this project.

OPTIONS:

1. Authorize the City Manager to execute a contract with R&R Maintenance and Renovation to remove the existing deck and replace it with a deck of similar design.
2. Deny the request to replace the deck in the 23-24 fiscal year. If the Commission chooses to deny the request, please provide staff with directions on how to proceed.

BUDGET IMPACT:

Amount: \$55,000

FY(s): FY23-24

Funding Source(s): General Fund – Parks



R&R Maintenance and Renovation
 Tannery St
 Oregon City, OR 97045
 +15033881080
 info@rrmrlc.com

Estimate 1092

ADDRESS

Kyle Christoph
 1726 Washington St
 Oregon City, OR 97045

DATE
04/11/2024

TOTAL
\$55,000.00

EXPIRATION
DATE
04/30/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Deck Repair/Installation	Scope of work for deck #2 (Stage/sitting area)	1	52,090.00	52,090.00T
		-Remove screws -Remove deck flooring -Remove any frame that could possibly be dry rot & replaced -Remove deck flooring from stairs -Install new PT frame deck flooring -Install new deck screws -Install new stair deck flooring steps -Install new 50/50 stain -Stair stringers if needed			
		Materials			
		-240x 2x6 20' DF PT elite -110x 4x6 12' Elite deck cedartone post -56x 4x6 10' Elite deck cedar tone post -10 cases SP5 exterior screws			

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Exterior paint	Stain/Paint new decking material (Color will be determined by customer)	1	2,910.00	2,910.00T
		-Power wash, scrape, and sand if needed			
		-Masking any railings and surrounding areas			
		-All paint will be applied by airless sprayer, roller or brush			
		Material			
		-Stain sheen			
		-10 gallons			
		-Paint supplies			
		Railing paint not included*			

All of the associated work to be completed in a substantial and workman like manner according to the standard practices on a time and material basis at current R&R Maintenance and Renovation LLC. labor rates using the figure(s) provided on the original quote as a budget estimate. ACCEPTANCE: THIS CONTRACT is approved and accepted upon signature. I/we understand there are no oral agreements or understandings between the parties and this agreement. The written terms, provisions, plans (if any) and specifications in this contract represent the entire agreement between the parties. Conditions of the job are subject to change should additional work be identified during the duration of the project in order to complete the job to its entirety. Changes will be reported to the associated owner or authorized rep and acceptance to proceed will be inquired prior to completion. Changes in the project may incur additional charges.

SUBTOTAL	55,000.00
TAX	0.00

TOTAL	\$55,000.00
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THANK YOU.

Accepted By

Accepted Date



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, February 07, 2024 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor Denyse McGriff convened the meeting at 7:01 P.M.

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

STAFFERS: 15 - City Manager Tony Konkol, Assistant City Manager Alex Rains, City Recorder Jakob Wiley, Police Chief Shaun Davis, Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Human Resources Director Patrick Foiles, Economic Development Manager James Graham, Finance Director Matt Zook, Public Works Director John Lewis, Information Technology Director Mike Dobaj, Assistant City Recorder Evan Lee, Library Director Greg Williams, Planning Manager Pete Walter, Communications Manager Jarrod Lyman

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Black History Month Proclamation

Mayor McGriff read the proclamation declaring February 2024 as Black History Month.

4. CITIZEN COMMENTS

None

5. PRESENTATIONS

5a. Presentation by the Homeless Solutions Coalition of Clackamas County

Aquilla Hurd-Ravich, Community Development Director, said the site was located in the Mixed Use Downtown zone which allowed many uses. There was no land use application, but all the uses that had been stated in the grant application would be permitted uses in the zone.

Commissioner Marl pointed out that even if it was not an allowed use, state legislation superseded any local decision making.

Carrie Richter, City Attorney, spoke about state law that said local governments shall approve an application for the development or use of land for emergency shelters. Emergency shelters could include sleeping facilities or not, but they had to be funded in partnership by an organization that had two years experience operating an emergency shelter. If it fit under the bill, then no local land use or site plan

review would be done. There would still be a building permit required to ensure health and safety standards.

Commissioner Marl noted his frustration that the State had tied the Commission's hands on this issue and that he was looking forward to this first opportunity to ask questions of the stakeholders.

Dan Fowler, Director of the Homeless Solutions Coalition of Clackamas County (HSCC), gave a background on the Coalition. They held a number of community meetings in April about this facility. They understood that the state had tied the City's hands, but they were not trying to shove something down the community's throat that was not right. They wanted to address the concerns of the community while getting a facility that was adequate to operate the services and move out of the McLoughlin neighborhood. Their mission was to help the service providers be more effective in their work through collaboration.

Brandi Johnson, Executive Director of Loved One and Father's Heart, discussed the services provided by Father's Heart including day services, rapid re-housing, emergency shelter, and transitional housing. The populations served included families, elderly, and veterans. Loved One provided laundry, hygiene, showers, food pantry, outreach, housing, and trash program. The work required more staff and more space. She explained how they would take services to different areas weekly in partnership with other organizations. They were not looking to bring anyone additional into Oregon City.

Rachel Williams spoke about her personal experience with homelessness and the Father's Heart and Loved One programs that got her back on her feet. She thought those they served would greatly benefit from the new facility as all the services would be in one central location and support services would be easily accessible.

Mr. Fowler described their vision for the resource center.

Chris Keen, architect, gave examples of the building uses, the location on 15th and Main, and concept plan for the site. He thought upgrading the current building on the site would be cost prohibitive and would not be tall enough. The site could be used much more effectively if the current building was torn down and a new building constructed.

Mr. Fowler said they planned to ask the Police Department for suggestions on safety and security.

Marty Gant, Father's House, said they planned to have a Good Neighbor Agreement for the new facility. They would have 24/7 security at the building.

Bill Stewart, Deputy District Attorney with Clackamas County, thought this was an appropriate investment for the Oregon City community as getting people off the streets was the most cost-effective way to improve public safety. It would be a collaborative effort to give folks the opportunity and if they did not take it, they would be held accountable.

There was discussion regarding behavioral requirements for the facility.

John Duke, Executive Director of HSCC, introduced himself and explained the series of Community Conversation events the Coalition planned to host.

There was discussion regarding hours of operation, collaboration, and building trust.

Commissioner Marl asked about the 24/7 security proposed and wanted confirmation that it would be included. Mr. Fowler confirmed that 24/7 security was intended to be present at the facility.

Commissioner Mitchell asked about the number of people served per day and off-site issues during the hours the facility was closed. Ms. Johnson said they served 100 people per day currently. Mr. Fowler

thought it was an area for collaboration to address the issue of after hours. He was submitting grant applications to help with the work.

Mayor McGriff discussed the Good Neighbor Agreement with the current Father's Heart site and how it was working well. She thought something similar could be done for the new facility.

Commissioner Marl said people were not anti-homeless services, but they were tired of Oregon City being the solution to a County-wide problem.

Commissioner O'Donnell was concerned about the impact to the community and cost borne by Oregon City when there needed to be a regional solution. He thought there should be potential restrictions on the facility.

Ms. Johnson said they were working on getting community court to be held in other cities for low level offenses instead of everyone coming to Oregon City.

Vahid Brown, Deputy Director of Housing and Community Development for Clackamas County, spoke about the larger County strategy for geographically equitable distribution of services. They were asking cities to step up and were providing funding for the rural communities to meet the needs. He explained how they would educate other police departments to take people to other facilities instead of only Oregon City.

William Gifford, resident of Oregon City, supported the new facility.

Paul Edgar, resident of Oregon City, spoke about the need to address drug and alcohol abuse and addiction. He thought there should be secure shelters that were operated 24/7 with supervision.

Debbie Brent, resident of Oregon City, spoke about the increase in the homeless population in the last ten years which had increased crime. She was concerned that building a new facility would draw more from other places and they would not be able to handle the influx. She thought shelters should be built where homeless were already.

Sara Lambert, resident of Oregon City, was opposed to the new facility in downtown. She was concerned about where the homeless would live once the facility closed for the night and that other services would close and all the homeless in the County would have to come to this facility.

Carol Earle, resident of Oregon City, owned a business downtown near this facility. She was concerned about the impacts when the facility closed for the day and the individuals went off site. There needed to be mitigation from the developer for these impacts.

Tim Mack, resident of Oregon City, was concerned about the location of this facility being so close to the historic downtown. He lived near the site and was concerned about the impact of trash and crime as well as public safety and drawing more homeless from all over the County.

Charles Kidwell, resident of Oregon City, was in opposition to the facility and had a petition against it with 2,400 signatures. They were concerned about the potential negative impact to businesses and residences. He thought the center would not solve but enable homelessness and become a magnet resulting in criminal activities and public nuisances. A more suitable location needed to be found.

Linda Adler-Kidwell, resident of Oregon City, was concerned about increased police and fire response which would diminish the protection of tax paying citizens, the homeless would have no place to stay at night, and the proposed center was not a solution to the issue.

Kevin Ilcisin, resident of Oregon City, said the City should want to be known for demonstrating leadership in solving these tough problems.

Macie Tisdell, resident of Oregon City, discussed how her home was near the proposed facility and she had not been contacted for input. She explained the incidents that had been happening near her home due to the homeless, and how her family did not feel safe.

The Commission took a break from 8:59 to 9:11.

Mayor McGriff asked Ms. Hurd-Ravich to confirm that the City was not in the position to approve or deny the shelter. She also confirmed that other services offered by the County would not stop if this facility opened.

Mrs. Hurd-Ravich confirmed that shelters were allowed uses in the zone and that state law preempted the City's ability to regulate shelter locations.

6. ADOPTION OF THE AGENDA

The City Commission considered the consent agenda prior to considering the adoption of the agenda. After approving the consent agenda, the Commission moved the discussion of Item 9b. and Item 10b. to before Item 8a.

7. CONSENT AGENDA

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

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

- 7a. Resolution No. 24-05, A Resolution Modifying the Public Works Engineering Fee Schedule and Amending Resolution No. 22-24
- 7b. Resolution No. 24-06, a Resolution Requesting Transfer of Longstanding Court
- 7c. OLCC Liquor License Application – Limited On-Premises, Pour Choices Taphouse (dba Pregame Partners, LLC), 19119 S. Beaver Creek Rd., Oregon City
- 7d. OLCC Liquor License Application – Off-Premises, Pinnacle 365 Site 3202 (dba Colvin Oil I, LLC), 1511 Molalla Ave., Oregon City
- 7e. Public Improvement Contract with Green Mountain Excavation, LLC for the Magnolia Street Sewer Replacement Project (CI 23-010)
- 7f. Personal Services Agreement with RH2 Engineering, Inc. for the Holmes Lane Waterline Replacement Project (CI 24-002)
- 7g. Minutes of the September 20, 2023 City Commission Work Session
- 7h. Minutes of the October 4, 2023 Regular Meeting
- 7i. Minutes of the October 18, 2023 Regular Meeting
- 7j. Minutes of the November 1, 2023 Regular Meeting

8. PUBLIC HEARINGS

- 8a. Second Reading of Ordinance No. 23-1010, Adopting the Oregon City Loop Trail Refinement Plan into the Oregon City Transportation System Plan, an Ancillary Document to the Comprehensive Plan (GLUA 23-000033/LEG-23-00002)

Motion made by Commissioner Smith, Seconded by Commissioner Marl, to approve the second reading and final adoption of Ordinance No. 23-1010, adopting the Oregon City Loop Trail Refinement Plan into the Oregon City Transportation System Plan, an ancillary document to the Comprehensive Plan (GLUA 23-000033/LEG-23-00002). The motion carried by the following vote:

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

- 8b. First Reading of Ordinance No. 24-1002, Approving Zoning Text Amendments to I - Institutional District to Allow Recreational Vehicle Parks as an Allowed Accessory Use for Clackamette Park under City Code Section 17.39.030 (GLUA-23-00039 / ZC-23-00004)

Mayor McGriff opened the public hearing.

There was no public testimony.

Mayor McGriff closed the public hearing.

Motion made by Commissioner Mitchell, Seconded by Commissioner Marl, to approve the first reading of Ordinance No. 24-1002, approving Zoning Text Amendments to I - Institutional District to allow Recreational Vehicle Parks as an allowed accessory use for Clackamette Park under City Code Section 17.39.030 (GLUA-23-00039 / ZC-23-00004). The motion carried by the following vote:

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

9. GENERAL BUSINESS

- 9a. Second Reading of Ordinance No. 24-1001, Adopting City Code Amendments for Regulation of Rubbish, Construction Hours, Garage Sales, Graffiti, and Parking

Motion made by Commissioner Marl, Seconded by Mayor McGriff, to approve the second reading and final adoption of Ordinance No. 24-1001, adopting City Code Amendments for regulation of rubbish, construction hours, garage sales, graffiti, and parking. The motion carried by the following vote:

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

- 9b. Discussion of Establishing a Destination Marketing/Management Organization

James Graham, Economic Development Manager, gave the definition of a DMO.

Jerry Herrmann was supportive of a DMO if it addressed all avenues of tourism, including river-based tourism.

Captain Lowell Giles pie explained the benefits of river use in Oregon City.

Cheryl Rice, resident of Clackamas County, supported a DMO that would develop the City into an amazing tourist destination. She encouraged them to use the two previous studies as a road map to get them where they wanted to be.

Don Scott, resident of Oregon City, was there on behalf of the Oregon City Heritage Coordinating Committee. He shared concerns about starting with a DMO instead of establishing a strong foundation.

Commissioner O'Donnell agreed there were tourism imperatives in the previous studies that had not yet been accomplished. There was a lot of work that needed to be done on the Oregon City docks to make them able to support larger commercial vessels, but this needed to be a component in the Tourism Plan.

Mayor McGriff thought the governance structure needed to be put in place first before they worked on the components. Commissioner O'Donnell thought both processes could be done in parallel.

Mr. Graham recommended working on the legal process of forming the DMO and appointing a committee to work with staff to develop the legal framework.

Motion made by Commissioner Mitchell, Seconded by Mayor McGriff, to direct staff to create an RFP for a consultant to guide the City in the establishment of a DMO and a Board of Directors. The motion carried by the following vote:

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

10. COMMUNICATIONS

City Manager

10a. McLoughlin Boulevard Enhancements Project Update (CI 22-002)

John Lewis, Public Works Director, gave a summary on the McLoughlin Boulevard project virtual open house held in December 2023. He discussed the goals, themes and numbers they heard, preferred alternative, and next steps.

10b. Remand Process to Review the ICON Application for Park Place Crossing Development

Ms. Hurd-Ravich discussed the process for the LUBA remand on the ICON application for the Park Place Crossing Development. Only clear and objective criteria could be used. She expected an amended application from the applicant, which had not yet been received. They were under the 120-day rule timeline from the time the City received the letter asking the City to take action on the remand, and the deadline was April 27. The plan was for the City Commission to review the amended application on March 6 and make a final decision on April 17. However, she would be talking to the applicant about extending the deadline since they had not submitted anything yet.

Carrie Richter, City Attorney, explained the clear and objective criteria, which has now been made applicable to all housing applications. They were directed by LUBA to apply the clear and objective criteria and allow the applicant an opportunity to amend their application if they chose.

The Commission discussed whether or not to allow public testimony on this issue, as this was not a public hearing to consider the substance of the proposal. There was consensus to allow testimony so long as the testimony did not address the substance of the proposal.

Jim Nicita, resident of Oregon City, recommended a proactive legal memorandum for the second meeting in February to look at the merits of the application and whether clear and objective standards applied to elements of the proposal that were not housing.

Ms. Richter said she would have a hard time putting together a memo in the abstract. They did not have an amended application, and because there was no specific definition for clear and objective, there was going to be disagreement.

Tony Konkol, City Manager, said the argument about what was clear and objective was potentially going to become an issue that was going to be appealable. He recommended sticking to the normal process to ensure consistency and fairness.

10c. 4th of July Celebration Proposal

Mr. Konkol said staff had put together two proposals for a 4th of July celebration.

There was discussion regarding the funding options and support for the food cart, beverage sales, concert, and light show option.

Motion made by Commissioner Marl, Seconded by Commissioner Mitchell, to direct staff to move forward with Proposal 1. The motion carried by the following vote:

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

Commissioners

Commissioner Marl thanked park staff for the Winter New Year Celebration on Saturday. He participated in a meeting with other stakeholders that contributed to the West Linn-led poll on tolling.

Mayor

Mayor McGriff discussed the work being done on the Willamette Falls Locks.

14. **ADJOURNMENT**

Mayor McGriff adjourned the meeting at 10:33 P.M.

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, February 21, 2024 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor Denyse McGriff convened the meeting at 7:14 P.M.

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

STAFFERS: 13 - City Manager Tony Konkol, Assistant City Manager Alex Rains, City Recorder Jakob Wiley, Police Chief Shaun Davis, Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Planning Manager Christina Robertson-Gardiner, Finance Director Matt Zook, Public Works Director John Lewis, Economic Development Manager James Graham, Community Engagement Specialist Hannah Schmidt, Assistant City Recorder Evan Lee, Library Director Greg Williams

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Oath of Office for New Oregon City Police Officer Matthew Pavey

Shaun Davis, Police Chief, introduced Matthew Pavey, new Police Officer.

Mayor McGriff administered the Oath of Office to Officer Pavey.

4. CITIZEN COMMENTS

Jackie Hammond-Williams, of the Park Place Neighborhood Association, was there to support the Safe Routes to School infrastructure program and sidewalks on Holcomb. She had gone to the Transportation Advisory Committee about the bottom half of Holcomb that was constrained and lacked pedestrian connectivity to the rest of the City.

5. PRESENTATIONS

5a. 2023 Police Department Annual Report

Chief Davis presented the 2023 annual report. He discussed the department staff, calls for service, stop data, police reports, citations and arrests, use of force incidents, code enforcement, detective division, crime scene processing and forensics, special investigations team, behavioral health unit, training division, homeless liaison officer, Newell Creek Canyon homeless camp cleanup, traffic team, community events, OCPD Summer Camp, Citizens Academy, prescription drug take back events, women's self defense classes, National Night Out, Trick or Treat Main Street, agency accreditation, remembering the

fallen, and future challenges.

There was discussion regarding partnering with behavioral health officers from surrounding cities, categorizing calls for service, DEI training, recruiting minorities and women, and reporting incidents to the police.

6. ADOPTION OF THE AGENDA

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

7. CONSENT AGENDA

Motion made by Commissioner Mitchell, seconded by Commissioner Marl, to approve the consent agenda except Item 7b. The motion carried by the following vote:

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

- 7a. OLCC: Liquor License Application – Off-Premises, Pinnacle 365 Site 3203 (dba Colvin Oil I, LLC), 13001 Clackamas River Dr., Ste. 100., Oregon City
- 7b. Public Improvement Contract for the 2024 Manhole Rehabilitation Project (CI 23-011)

John Lewis, Public Works Director, discussed a bid protest that was filed Monday, February 19, 2024. He explained the protestor's bid submission had a mistake which staff considered non-responsive and had moved to the next bid. These protests normally did not go to the City Commission, but the protestor had requested the letter be shared. Staff was not changing the recommendation for approval.

Commissioner O'Donnell said bids needed to be submitted on time and accurately. Any errors could disqualify them. He did not have a problem with moving forward as recommended by staff.

Motion made by Commissioner Smith, seconded by Commissioner Marl, to approve the Public Improvement Contract for the 2024 Manhole Rehabilitation Project (CI 23-011). The motion carried by the following vote:

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

- 7c. Personal Services Agreement with Archaeological Investigations Northwest, Inc. (AINW) for the Holmes Lane Waterline Replacement Project (CI 24-002)
- 7d. Minutes of the November 15, 2023 City Commission Work Session Meeting
- 7e. Minutes of the December 12, 2023 City Commission Work Session Meeting

8. PUBLIC HEARINGS

- 8a. Second Reading of Ordinance No. 24-1002, Approving Zoning Text Amendments to I - Institutional District to Allow Recreational Vehicle Parks as an Allowed Accessory Use for Clackamette Park to City Code Section 17.39.030 (GLUA-23-00039 / ZC-23-00004)

Tony Konkol, City Manager, noted the Planning Commission had made some recommendations concerning allowing private RV parks in other zones throughout the City. It was something the City Commission could discuss at a later date.

Motion made by Commissioner Mitchell, Seconded by Commissioner Smith, to approve the second reading and final adoption of Ordinance No. 24-1002, Approving Zoning Text Amendments to I - Institutional District to Allow Recreational Vehicle Parks as an Allowed Accessory Use for Clackamette Park to City Code Section 17.39.030 (GLUA-23-00039 / ZC-23-00004). The motion carried by the following vote:

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

9. GENERAL BUSINESS

9a. 2040 Planning and Development Grant Intergovernmental Agreement (IGA) Metro – City of Oregon City for the Beavercreek Road Industrial Land Readiness Strategic Plan

Christina Robertson-Gardiner, Senior Planner, presented the Beavercreek Road Industrial Land Readiness Strategic Plan. She gave an overview of the Metro Planning and Development Grant, study area, outcomes, next steps, and Commission options.

James Graham, Economic Development Manager, discussed the collaboration between economic development and planning for this project. This gave them the opportunity to talk to the property owners in a challenging area to develop.

Commissioner O'Donnell was not a fan of this but would go along because it only authorized the study.

Commissioner Mitchell was skeptical of getting property owner cooperation. Since they had the grant, he thought it was worth the effort.

Mayor McGriff supported the project to get updated information.

Motion made by Commissioner Marl, Seconded by Mayor McGriff, to approve the 2040 Planning and Development Grant Intergovernmental Agreement (IGA) Metro – City of Oregon City for the Beavercreek Road Industrial Land Readiness Strategic Plan. The motion carried by the following vote:

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

10. COMMUNICATIONS

11. City Manager

Mr. Lewis gave a presentation on the Holcomb Safe Routes to School project. He discussed the project details, concept plan, completion by November 2024, tree removals, tree mitigation requirements and intent, and schedule.

There was discussion regarding mitigation for tree removals in public rights-of-way that were acquired for the project. There was consensus that the mitigation requirements did not apply to the trees on private property. There would be mitigation for the ones that would end up in the right-of-way.

12. Commissioners

None

13. Mayor

Mayor McGriff discussed the public testimony from the last meeting. She recognized the Oregon City Canine Corps.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 8:57 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol
Assistant City Manager Alexandra Rains

Agenda Date: 05/15/2024

SUBJECT:

Oregon City 20-year Facility Master Plan

STAFF RECOMMENDATION:

Staff recommends that the City Commission adopt the Oregon City Facility 20-year Master Plan.

EXECUTIVE SUMMARY:

The 2021-23 City Commission Goals includes the development of a Facility Master Plan for the City of Oregon City. The scope of the project is to determine a baseline of the capacity of the 17 facilities studied, identify opportunities for the consolidation of services in facilities and plan for future facility growth and needs of the community and staff. Through this process on-site assessments and needs surveys have been completed, including the existing conditions, operations, site constraints, programming requirements and workflows. Facility program development workshops have been conducted resulting in a draft 20-year facilities master plan that was presented to the City Commission during the work session on December 12, 2023 as well as the work session on February 13, 2024, accompanied by key decision points for Commission review and consideration.

BACKGROUND:

Please see the attached draft Oregon City 20-year Facility Master Plan, dated March 15, 2024, and prepared by Scott Edwards Architecture. The City Commission held a work session on February 13, 2024 to review the draft Facility Plan. Based on the feedback provided during the work session, the consultants have prepared a final version of the master plan that is ready for adoption.

OPTIONS:

1. Adopt Oregon City Facility 20-year Master Plan as presented
2. Adopt Oregon City Facility 20-year Master Plan with amendments
3. Decline to adopt Oregon City Facility 20-year Master Plan and provide new direction to staff



OREGON CITY FACILITY 20-YEAR MASTER PLAN

ADOPTED MAY 15TH 2024

PREPARED BY:

 **Scott
Edwards
Architecture**
2525 E Burnside St.
Portland, OR 97231

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Robert Libke Public Safety Building..... 65

REFERENCED DOCUMENTS

Facility Assessment Reports by Bureau Veritas

Draft Parks and Recreation Master Plan - October 17th, 2023

INTRODUCTION

PROCESS

1. Met with City representation to determine project goals.
2. On-site Assessment and Needs Survey
 - Observed existing conditions, operations and site constraints.
 - Documented building uses, specific space/activity requirements and review workflow adjacencies.
 - Documented ancillary and accessory programming requirements.
 - Reviewed the current operational structure and organization for each department working at the facilities.
3. Conducted four program development workshops with City representation.
4. Developed 20-Year facilities master plan draft and determine key decision points for City Commission review. Conducted two work sessions with City Commission.
5. Prepared 20-Year Facilities Master Plan.

PROJECT GOALS

1. Baseline the operational facilities capacity at each of the properties in scope.
2. Consolidate departments that are currently in multiple locations into one building or site, where appropriate.
3. Plan for future growth or consolidation.

OVERALL ASSESSMENT

The City of Oregon City has a vast mix of quality of facility space, utilization of square footage and facility age. The buildings range from historic buildings to new construction. Several departments occupy multiple buildings. Newer facilities have space to grow while older facilities are at or beyond capacity. Multiple buildings have a significant amount of deferred maintenance or are at end of life of the building.

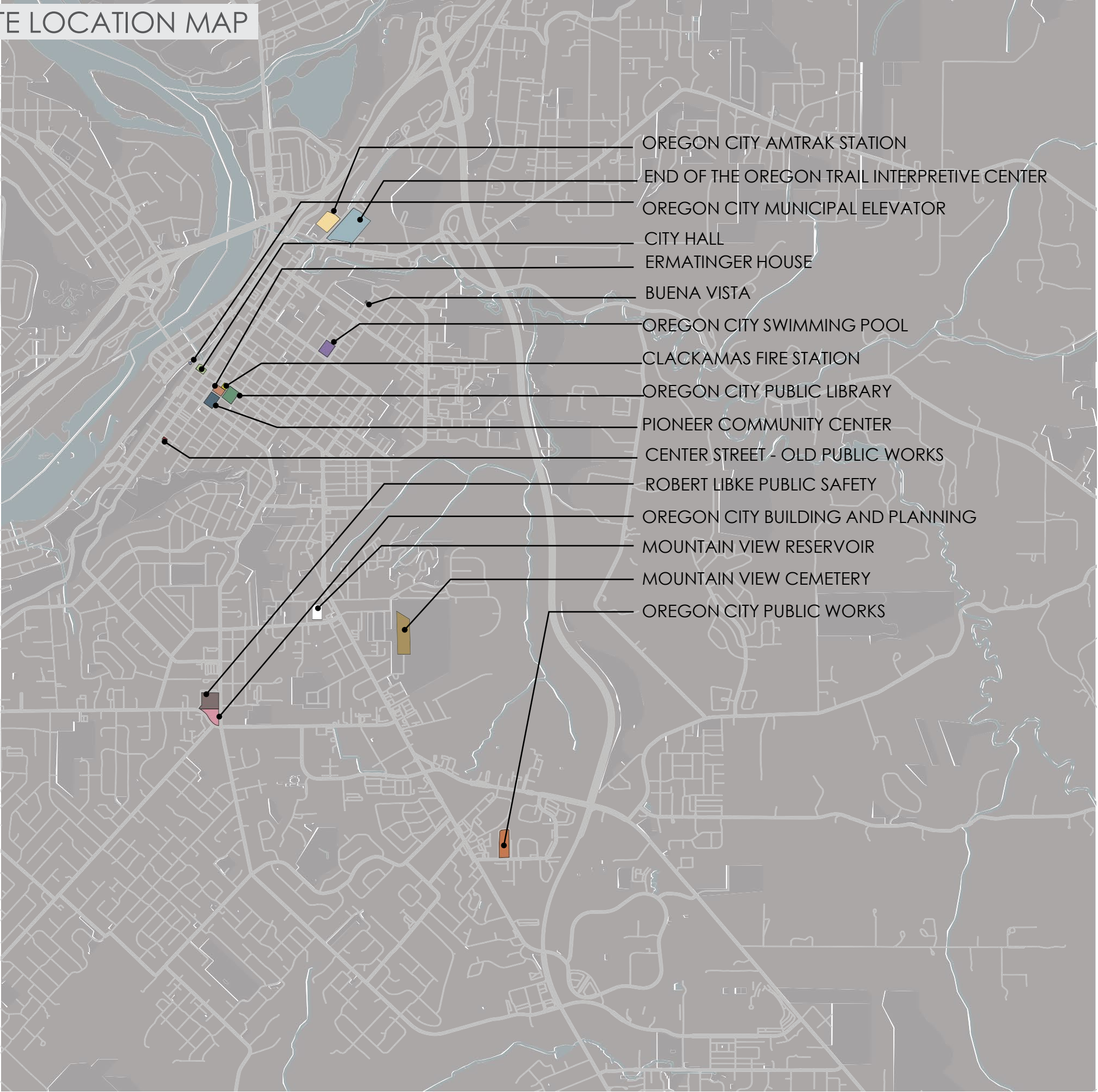
In conjunction with the on-site assessment and programming development workshops, the team also reviewed the condition assessment reports from Bureau Veritas, Parks and Recreation Master Plan draft, and Public Works planning documents (not updated since Fir Street construction).

FACILITIES IN MASTER PLAN SITES

- Oregon City Swimming Pool
- End of The Oregon Trail Interpretive Center
- Mountain View Cemetery
- Pioneer Community Center
- City Center Street - Old Public Works
- Mountain View Reservoir
- Henrici Reservoir
- Oregon City Engineering and Operations Center
- Oregon City Municipal Elevator
- Oregon City Public Library
- Buena Vista Clubhouse
- 7th Street Fire Station (CCFD #1)
- City Hall
- Oregon City Building and Planning
- Ermatinger House
- Oregon City Amtrak Station
- Robert Libke Public Safety Building

- From the site assessments and programming development workshops, the keys for the master plan are:
1. Resolve end of life or major deferred maintenance for the Swimming Pool Building and The End of the Oregon Trail Center.
 2. Consolidate Parks and Recreation staff, equipment and materials that are currently in multiple facilities into facility nodes that support their work functions.
 3. Consolidate Public Works equipment and materials to facilities to streamline work functions.
 4. Maintain historically important facilities.

OVERALL PROJECT SITE LOCATION MAP



20-YEAR FACILITY MASTER PLAN

20-YEAR FACILITY MASTER PLAN PER SITE

Building	Short-Term 0-7 Years		Mid-Term 8-14 Years		Long-Term 14-20 Years	
Oregon City Swimming Pool	Pending outcome of public input process, determine duration of expected building use. Provide general building and site maintenance for duration of expected building use. Replace aging system as required for use.	Cost: \$\$	Pending outcome of public input process, determine duration of expected building use. Provide general building and site maintenance for duration of expected building use. Replace aging system as required for use.	Cost: \$\$	Pending outcome of public input process, determine duration of expected building use. Provide general building and site maintenance for duration of expected building use. Replace aging system as required for use.	Cost: \$\$
		Priority: Maintenance		Priority: Maintenance		Priority: Maintenance
		Cost: \$				
		Priority: High				
		Cost: \$				
		Priority: High				
End of the Oregon Trail Interpretative Center	Pending outcome of public input process, determine duration of expected building use. Provide general building and site maintenance for duration of expected use.	Cost: \$	Pending outcome of public input process, determine duration of expected building use. Provide general building and site maintenance for duration of expected use.	Cost: \$	Pending outcome of public input process, determine duration of expected building use. Provide general building and site maintenance for duration of expected use.	Cost: \$
		Priority: Maintenance		Priority: Maintenance		Priority: Maintenance
		Cost: \$				
		Priority: High				
Mountain View Cemetery	Pending outcome of master plan process, determine duration of expected building use. Provide general building and site maintenance for duration of expected use.	Cost: \$\$	Pending outcome of master plan process, determine duration of expected building use. Provide general building and site maintenance for duration of expected use.	Cost: \$\$	Pending outcome of master plan process, determine duration of expected building use. Provide general building and site maintenance for duration of expected use.	Cost: \$\$
		Priority: Maintenance		Priority: Maintenance		Priority: Maintenance
		Cost: \$\$\$\$				
		Priority: High				

Building	Short-Term 0-7 Years		Mid-Term 8-14 Years		Long-Term 14-20 Years	
Pioneer Community Center	Major building and site maintenance for long-term investment in building and site. Per Bureau Veritas report, provide major renovation facade, roofing, interiors, plumbing, fire protection, electrical, fire alarm and electronic systems, equipment and furnishings. General building and site maintenance for all other systems. Replace aging systems as required for long-term use.	Cost: \$\$\$	Major building and site maintenance for long-term investment in building and site. Per Veritas report, provide major renovation for facade, roofing, interiors, equipment and furnishings. General building and site maintenance for all other systems. Replace aging systems as required for long-term use.	Cost: \$\$\$	General building and site maintenance for long-term investment in building and site. Replace aging systems as required for long-term use.	Cost: \$\$
		Priority: Maintenance				
	Construction project: Create construction project to increase security control.	Cost: \$\$				
		Priority: In Progress (Security Pursuing Grant)				
	Construction project: Create construction project to update ADA deficiencies (like door hardware and restrooms).	Cost: \$\$				
		Priority: High				
	Construction project: Create a construction project to improve functionality of space, expand services to all residents and to modernize finishes. Solve for Parks and Rec storage consolidation and organization of supply inventory.	Cost: \$\$\$				
		Priority: Low				
Center Street - Old Public Works	Determine if storage capacity of Engineering and Operations Building (Fir Street), Mountain View Reservoir and Hencici sites are able to offset all materials stored at Center Street.	Cost: N/A	N/A		N/A	
		Priority: High				
	Once Mountain View Reservoir decant facility is operational, vacate decant facility.	Cost: N/A				
		Priority: Medium				
	Development process: Start process of rezoning site for development. Determine use and requirements. Create plan for implementation.	Cost: N/A				
		Priority: Medium				

Building	Short-Term 0-7 Years		Mid-Term 8-14 Years		Long-Term 14-20 Years	
Mountain View Reservoir	General building and site maintenance for short-term investment in building and site. Replace aging systems as required for short-term use.	Cost: \$\$	General building and site maintenance for long-term investment in building and site. Replace aging systems as required for long-term use.	Cost: \$\$	Major building and site maintenance for long-term investment in building and site. Replace aging systems as required for long-term use.	Cost: \$\$\$
		Priority: Maintenance		Priority: Maintenance		Priority: Maintenance
	Master plan: Update master plan to construct Public Works operations node. Master planning to run concurrently with Henrici master plan. Functionality of site is to consolidate Public Works bulk material storage, lay down space, covered heavy equipment storage and decant facility.	Cost: \$\$\$	Construction project: Create a construction project to build any facilities determined in master plan, if required.	Cost: \$\$\$\$		
		Priority: High		Priority: Medium		
	Construction project: Once master plan is complete, create a construction project to build decant facility.	Cost: \$\$\$\$				
		Priority: Medium				
	Construction project: Once master plan is complete, create a construction project to build facilities to relocate items stored at Center Street to this facility. Phase project for Public Works (Water) to remain on-site until vacated to Fir Street.	Cost: \$\$\$\$				
		Priority: Medium				
Henrici Reservoir	Master plan: Create master plan to construct a Public Works operations node. Master planning to run concurrently with Mountain View Reservoir master plan. Functionality of site is to consolidate Public Works long-term material like overstock of bulk materials, equipment and historic storage currently at Center Street.	Cost: \$\$	Construction project: Create construction project to construct Public Works operations node per master plan.	Cost: \$\$\$\$	To be determined by master plan.	
		Priority: Medium		Priority: Medium		

Building	Short-Term 0-7 Years		Mid-Term 8-14 Years		Long-Term 14-20 Years	
Oregon City Engineering and Operations Center (Fir Street)	General building and site maintenance for long-term investment in building and site. Replace aging systems as required for long-term use.	Cost: \$\$ Priority: Maintenance	General building and site maintenance for long-term investment in building and site. Replace aging systems as required for long-term use.	Cost: \$\$ Priority: Maintenance	Major building and site maintenance for long-term investment in building and site. Replace aging systems as required for long-term use.	Cost: \$\$\$ Priority: Maintenance
	Construction project: Create a construction project to replace metal building siding, roof and insulation.	Cost: \$\$ Priority: Medium	Master plan: Create a master plan for what staff would shift to new City Hall.	Cost: \$ Priority: Low		
	Construction project: Create a construction project to rehabilitate the fuel station.	Cost: \$ Priority: Medium	Construction project: 5% long term staff growth accommodated in current build configuration. If growth escalates beyond expectations, escalate construction project to constructed shelled space, if required.	Cost: \$\$\$ Priority: Low		
	Construction project: Create a construction project to install EV charging stations for staff, visitor and fleet vehicles.	Cost: \$ Priority: Low				
	Vacate all Parks and Recreation operations staff to new Mountain View Cemetery operations node,	Cost: \$ Priority: Low				
	Once Parks and Rec operations staff is vacated, relocate Public Works (Water) tools, small consumable and small equipment storage from Mountain View Reservoir to free up site for construction at that site.	Cost: \$ Priority: Low				
Oregon City Municipal Elevator	Perform building condition assessment to determine long-term maintenance plan. Analyze building structural condition and solve for train shaking that stops the elevator cab.	Cost: \$\$\$\$ Priority: Maintenance	Major building and site maintenance for long-term investment in building and site. Replace aging systems as required for long-term use.	Cost: \$\$\$ Priority: Maintenance	Major building and site maintenance for long-term investment in building and site. Replace aging systems as required for long-term use.	Cost: \$\$\$ Priority: Maintenance
	Construction project: Create a construction project to replace or to create custom long-term solution to elevator operations. Replace cab and motor, if required.	Cost: \$\$\$\$ Priority: Medium				
	Construction project: Create a construction project to replace exterior windows and frames, replace the display surrounds under exterior windows and repair floors. Provide solutions that help with long-term maintenance plan.	Cost: \$\$\$\$ Priority: Low				

Building	Short-Term 0-7 Years		Mid-Term 8-14 Years		Long-Term 14-20 Years	
Oregon City Public Library	General building and site maintenance for long-term investment in building and site. Replace aging systems as required for long-term use. Per Bureau Veritas report, replace wood flooring in room numbers 101, 102, and 103 (budgeted in the biennium).	Cost: \$\$	Major building and site maintenance for long-term investment in building and site. Per Bureau Veritas report, provide major renovation for facade, roofing, interiors, HVAC and electrical. Provide general building maintenance for all other systems.	Cost: \$\$\$	General building and site maintenance for long-term investment in building and site for McLaughlin location. Replace aging systems as required for long-term use.	Cost: \$\$
		Priority: Maintenance		Priority: Maintenance		Priority: Maintenance
	Construction project: Create a construction project to renovate library basement for additional staff workspaces.	Cost: \$	Provide master plan for increasing access to library services to the Library Service Area. Potential for new building or other service lines. Purchase land for development, if required. Create bond or other means of financing, if required.	Cost: \$\$\$	Provide construction project, if needed, per master planning efforts to increase access to library services.	Cost: \$\$\$\$
		Priority: High		Priority: High		Priority: High
	Provide library access in another part of the Library Service Area to distribute library services to all residents. Investigate mobile, kiosk, or library partnerships to increase library accessibility for all.	Cost: \$\$	Provide renovations as required for change in staffing or change in library service deliveries.	Cost: \$\$	For McLaughlin location, provide renovations as required for change in staffing or change in library service deliveries.	Cost: \$\$
		Priority: In Progress		Priority: Medium		Priority: Medium
	Construction project: Create a construction project to renovate central information desk to improve flow, function and security.	Cost: \$\$				
		Priority: In Progress				
	Master plan: Book return process is currently undersized and any increase in services will require renovation of the process. Create a master plan and construction project to renovate the book return process. Solve for increase in electronic book sorting capacity, provide direct book return to sorting system and vertical book delivery system. Study if overhaul of existing elevator or replacement improve the efficiency to vertical book delivery system.	Cost: \$\$				
		Priority: Medium				
	Feasibility Study: Parks Foundation to provide a feasibility study to determine scope and cost of any improvements.	Cost: \$				
		Priority: Low				
Buena Vista Clubhouse		Cost: \$	N/A		N/A	
		Priority: Low				

Building	Short-Term 0-7 Years		Mid-Term 8-14 Years		Long-Term 14-20 Years	
7th Street Fire Station (CCFD #1)	Maintain long term tenant until they are ready to depart. Resolve maintenance agreement with the tenant. Perform building condition assessment to determine long-term maintenance plan. Follow up with Clackamas Fire to determine their long term needs in the neighborhood.	Cost: \$\$	Major building and site maintenance for long-term investment in building and site. Replace aging systems as required for long-term use.	Cost: \$\$\$	General building and site maintenance for long-term investment in building and site. Replace aging systems as required for long-term use.	Cost: \$\$
		Priority: Maintenance		Priority: Maintenance		Priority: Maintenance
	Construction project: Create a construction project to address repair of depressed site drain and sidewalk uplift at street trees.	Cost: \$			Decision point: If tenant vacates building, determine building's new use.	Cost: TBD
		Priority: Maintenance				Priority: Low
City Hall	General building and site maintenance for mid-term investment in building and site. Replace aging systems as required for mid-term use. Per Bureau Veritas report, replace roofing immediately.	Cost: \$\$	General building and site maintenance for short-term investment in building and site. Replace aging systems as required for short-term use. Per Bureau Veritas report, provide major renovation for interiors, HVAC, electrical, fire alarm and electronic systems, equipment and furnishings, site development and site pavement.	Cost: \$\$	Pending master plan outcome, create construction project to build new City Hall per master plan. Vacate building. Decision point: Determine disposition of property.	Cost: \$\$\$\$\$
		Priority: Maintenance		Priority: Maintenance		Priority: High
	Construction project: Create a construction project to build a climate controlled space for important document storage.	Cost: \$\$	Master plan: Create master plan to determine if a new City Hall is desired. Master plan in conjunction with Engineering and Operations (Fir Street) staff planning.	Cost: \$\$		
		Priority: High		Priority: Low		
	Construction project: Create a construction project to improve security at reception/welcome desk and larger meeting room.	Cost: \$\$				
		Priority: High				

Building	Short-Term 0-7 Years		Mid-Term 8-14 Years		Long-Term 14-20 Years	
Oregon City Building and Planning	General building and site maintenance for mid-term investment in building and site. Maintain systems critical to the use of the building. Replace systems only as required for mid-term use.	Cost: \$\$	General building and site maintenance for short-term investment in building and site. Maintain systems critical to the use of the building. Replace systems only as required for short-term use.	Cost: \$\$	Relocate all staff functions and services to Fir Street facility. Vacate building and demolish. Site to be turned into the parking lot for the new City Hall noted in Long-Term plan.	Cost: \$\$
		Priority: Maintenance		Priority: Maintenance		Priority: Medium
	Construction project: Create a construction project for security upgrades to align with City systems. Install a separate secured entrance for community room to increase after hours use for the community.	Cost: \$	Construction project: Create a small construction project to renovate office space to provide adequate desk space for each of the number of staff and adequate staff break space.	Cost: \$		
		Priority: In Progress		Priority: Medium		
	Construction project: Create a small construction project to add a Mother's room.	Cost: \$				
		Priority: Low				
	Construction project: Reconfigure Building and Planning parking lots to accommodate required parking for building if roundabout construction occurs.	Cost: \$\$				
		Priority: Low				
Ermatinger House	General building and site maintenance for long-term investment in building and site. Replace aging systems as required for long-term use. Increase times open to public.	Cost: \$\$	Major building and site maintenance for long-term investment in building and site. Replace aging systems as required for long-term use.	Cost: \$\$	Major building and site maintenance for long-term investment in building and site. Replace aging systems as required for long-term use.	Cost: \$\$
		Priority: Maintenance		Priority: Maintenance		Priority: Maintenance
Oregon City Amtrak Station	Create a master plan with tenants for major building maintenance while maintaining tenant operations. Per Bureau Veritas report, repair or replace site pavement and site utilities.	Cost: \$\$	General building and site maintenance for long-term investment in building and site. Replace aging systems as required for long-term use.	Cost: \$\$	General building and site maintenance for long-term investment in building and site. Replace aging systems as required for long-term use	Cost: \$\$
		Priority: Maintenance		Priority: Maintenance		Priority: Maintenance
	Construction project: Create a construction project to improve Amtrak platform to provide additional amenities (bike parking, coffee shop, etc).	Cost: \$				
		Priority: Low				
Robert Libke Public Safety Building	General building and site maintenance for long-term investment in building and site. Replace aging systems as required for long-term use. Building has capacity for 5% staff growth.	Cost: \$\$	General building and site maintenance for long-term investment in building and site. Replace aging systems as required for long-term use.	Cost: \$\$	Major building and site maintenance for long-term investment in building and site. Replace aging systems as required for long-term use.	Cost: \$\$\$
		Priority: Maintenance		Priority: Maintenance		Priority: Maintenance
	Construction project: Create a construction project to solve for acoustics in court room/ multipurpose/chambers.	Cost: \$				
		Priority: High				

FACILITY SITE ASSESSMENT AND NEEDS STUDY

DESCRIPTION

The Oregon City Swimming Pool is used as the city’s public swimming pool. Areas can be rented by the public. There is a basketball court and outdoor grassy space. The community pool also has a very spacious community room, and a kitchen used primarily for summer camps.

Building falls in the MCD Historic District.

SITE INFO

ADDRESS: 1211 Jackson St. Oregon City, OR 97045

ZONING: I

TOTAL SITE AREA: 1.26 Acres

PARKING SUMMARY: No parking on-site

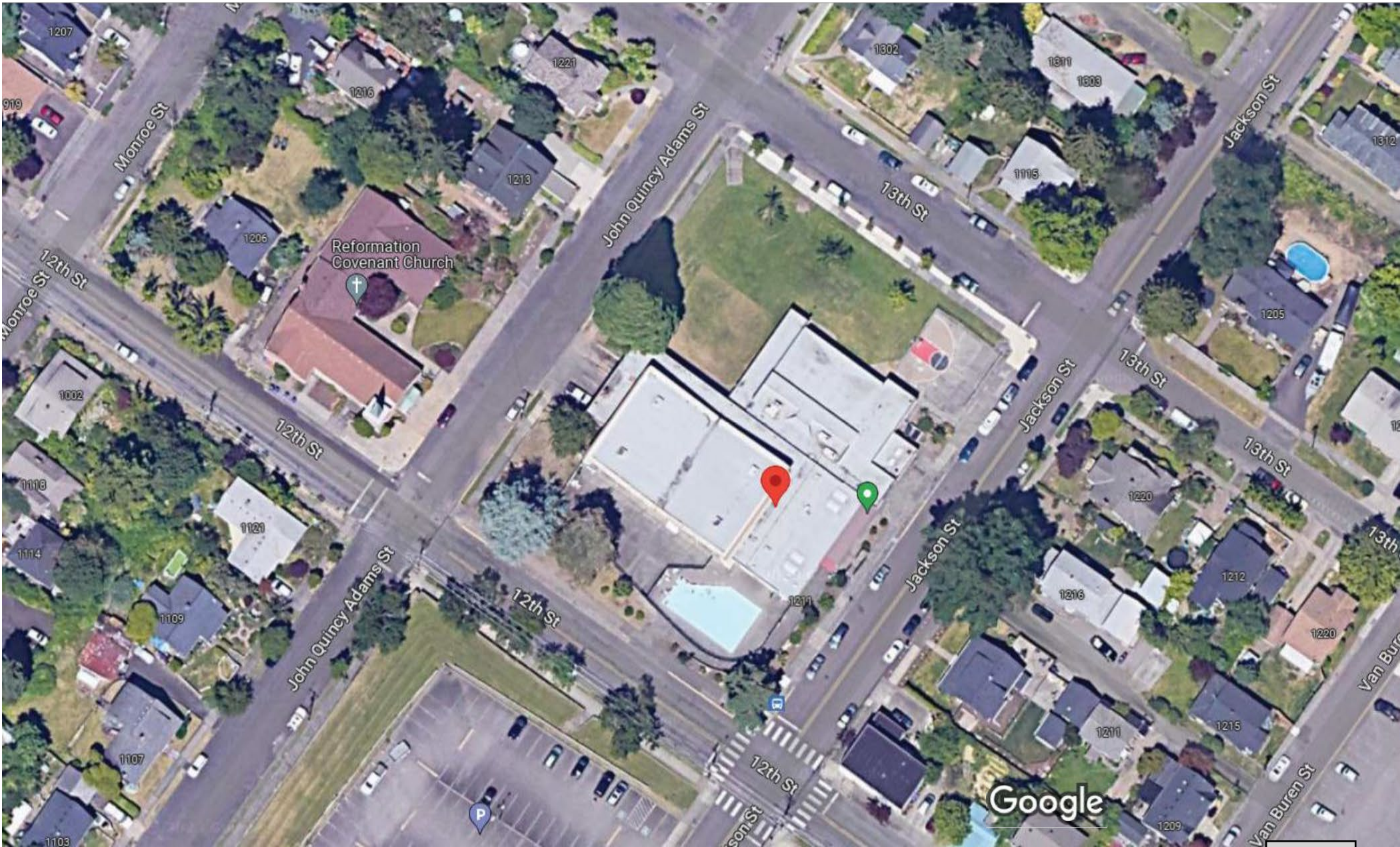
TOTAL BUILDING SF: 20,572 SF

FACILITY CONDITION ASSESSMENT REPORT

INFORMATION FROM FACILITY CONDITION ASSESSMENT (2021) BY BUREAU VERITAS

0-5%	IN NEW OR WELL-MAINTAINED CONDITION, WITH LITTLE TO NO VISUAL EVIDENCE OF WEAR OR DEFICIENCIES
5-10%	SUBJECTED TO EAR BUT IS STILL IN SERVICEABLE AND FUNCTIONING CONDITION
10-30%	SUBJECTED TO HARD OR LONG-TERM WEAR. NEARING THE END OF ITS USEFUL OR SERVICEABLE LIFE
>30%	HAS REACHED THE END OF THE USEFUL OR SERVICEABLE LIFE. RENEWAL IS NOW NECESSARY

CURRENT FCI	0.7%
3-YEAR	6.8%
5-YEAR	12.7%
10-YEAR	20.7%



LOCATION: OREGON CITY SWIMMING POOL

POSITIVES & NEGATIVES

Item 9a.

PROS:

- Large community room
- Rental event spaces for the public

CONS:

- Undersized, only meets ~ 25% of the need
- No admin meeting rooms
- Acoustics are not great
- Not enough storage - it is scattered all over the building in various places
- The water temperature is hard to manage and can't meet the different best practice temperatures
- Not enough public locker space/storage
- No on site parking
- Outdoor pool only used 12 weeks per year, not revenue generating

EXISTING BUILDING CONDITIONS

The building overall needs a good amount of work. The indoor and outdoor pool plumbing system are tied together, which would not meet current code. Boiler is almost 60 years old and not the correct type for the modern pools. There is no redundancy in pool heating. Electrical panels are at the end of life. The pool has to be repainted every one-two years which closes the facility for four weeks because of the paint type. The boiler room overflows with the pool drainage. The exterior also needs some maintenance work and the outside cement steps are crumbling.

PROGRAM BY DEPARTMENT SF

PUBLIC SPACE

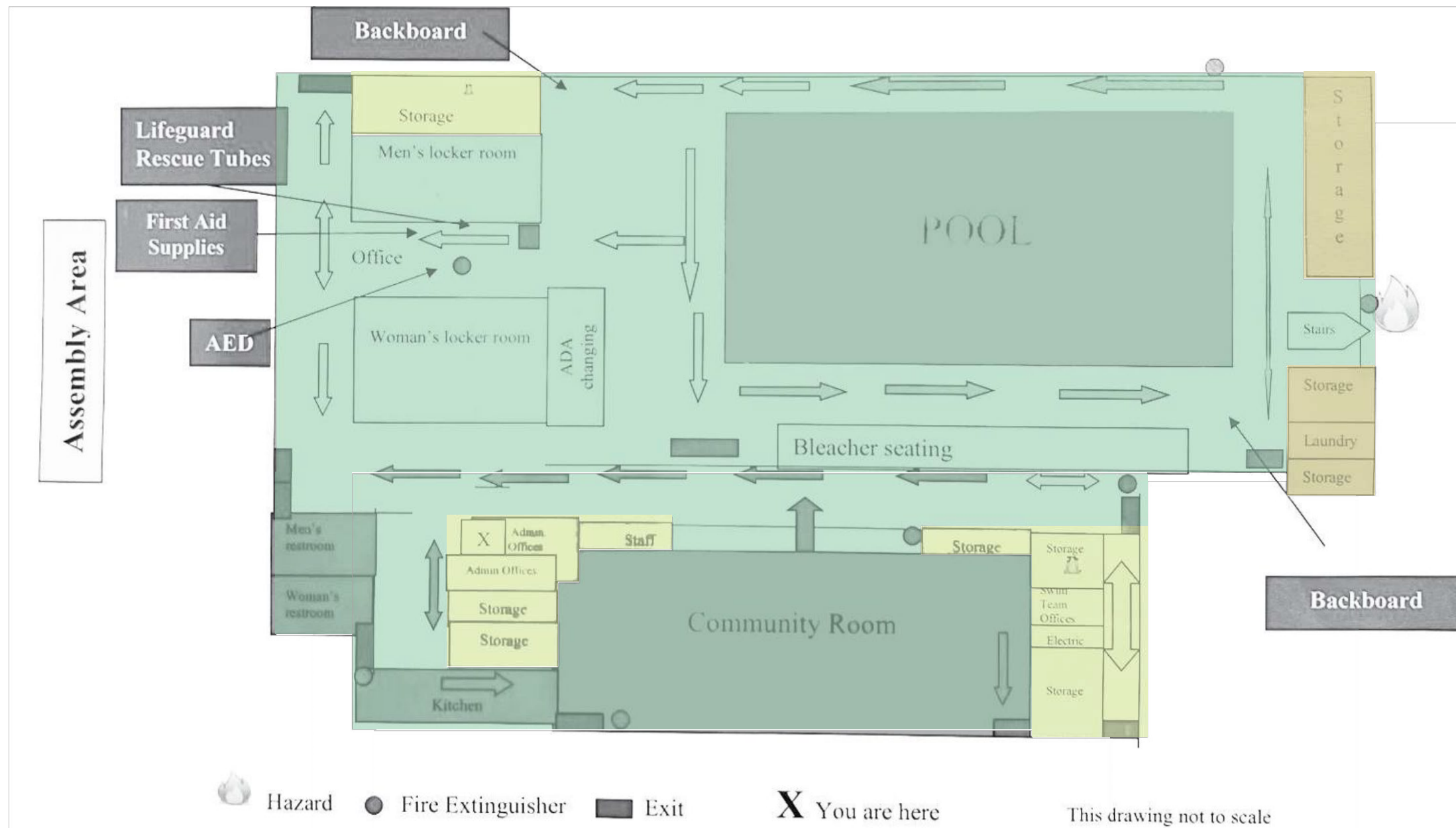
- Pool, locker rooms, bleacher seating, community room, storage

DEPARTMENT

- Offices, storage

SHARED SPACE

- Storage





DESCRIPTION

The End Of The Oregon Trail is a widely used and visited for it being a museum, concerts in the park, and large public gatherings and events such as the Brewfest. Clackamas Heritage Partners run the museum facility. The City provides all maintenance on the site.

SITE INFO

ADDRESS: 1726 Washington St. Oregon City, OR 97045

ZONING: MUD

TOTAL SITE AREA: 7.65 Acres

PARKING SUMMARY: 186 total spaces all in open lots; 6 are accessible

FACILITY CONDITION ASSESSMENT REPORT

INFORMATION FROM FACILITY CONDITION ASSESSMENT (2021) BY BUREAU VERITAS

0-5%	IN NEW OR WELL-MAINTAINED CONDITION, WITH LITTLE TO NO VISUAL EVIDENCE OF WEAR OR DEFICIENCIES
5-10%	SUBJECTED TO EAR BUT IS STILL IN SERVICEABLE AND FUNCTIONING CONDITION
10-30%	SUBJECTED TO HARD OR LONG-TERM WEAR. NEARING THE END OF ITS USEFUL OR SERVICEABLE LIFE
>30%	HAS REACHED THE END OF THE USEFUL OR SERVICEABLE LIFE. RENEWAL IS NOW NECESSARY

CURRENT FCI	5.1%
3-YEAR	11.9%
5-YEAR	18.1%
10-YEAR	30.0%



LOCATION: *END OF THE OREGON TRAIL INTERPRETIVE CENTER*

POSITIVES & NEGATIVES

Item 9a.

PROS:

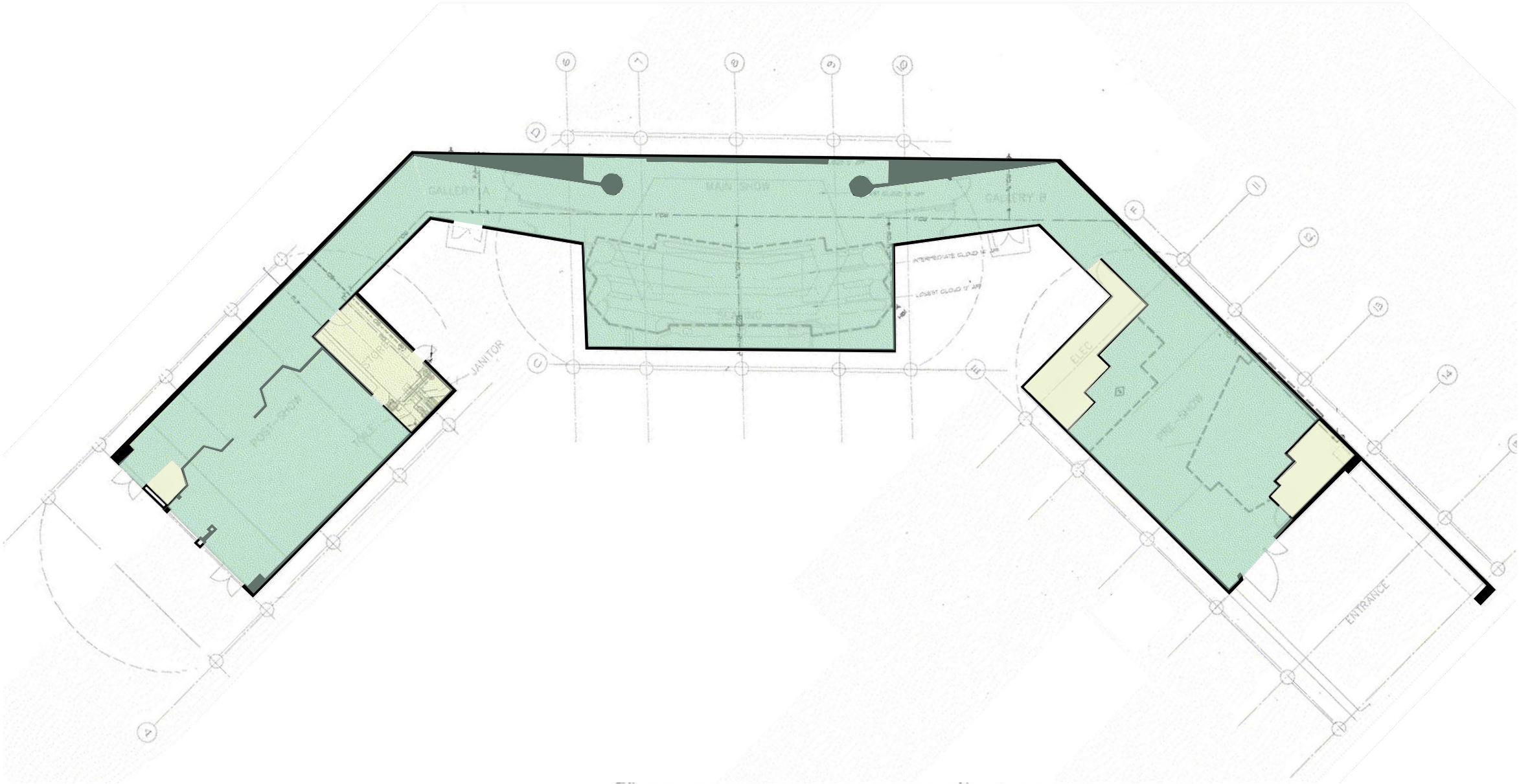
- Large parking lot
- Outdoor area ideal for large events
- Great location for history education

CONS:

- Exterior failing patio boards create trip hazards
- Collectibles and artifacts are stored in areas prone to leaks and infestations
- Site occasionally floods

EXISTING BUILDING CONDITIONS

The building have a significant amount of deferred maintenance. Multiple stores of infestations, leaks and floods were mentioned. Exterior building enclosure does not have proper building components nor proper flashing.



***THREE ADDITIONAL BUILDINGS ARE ON THE SITE**

1. Restroom building that contains public restrooms and shared storage
2. Visitor center that contains public space and shared storage
3. Henderson farm building that contains public museum space on the first floor and shared office/ storage on the second floor

PROGRAM BY DEPARTMENT SF

PUBLIC SPACE

- Gift shop, museum, theatre, prairie outpost

DEPARTMENT

- Laundry, offices, storage, electrical, janitors office

SHARED SPACE

- Restrooms

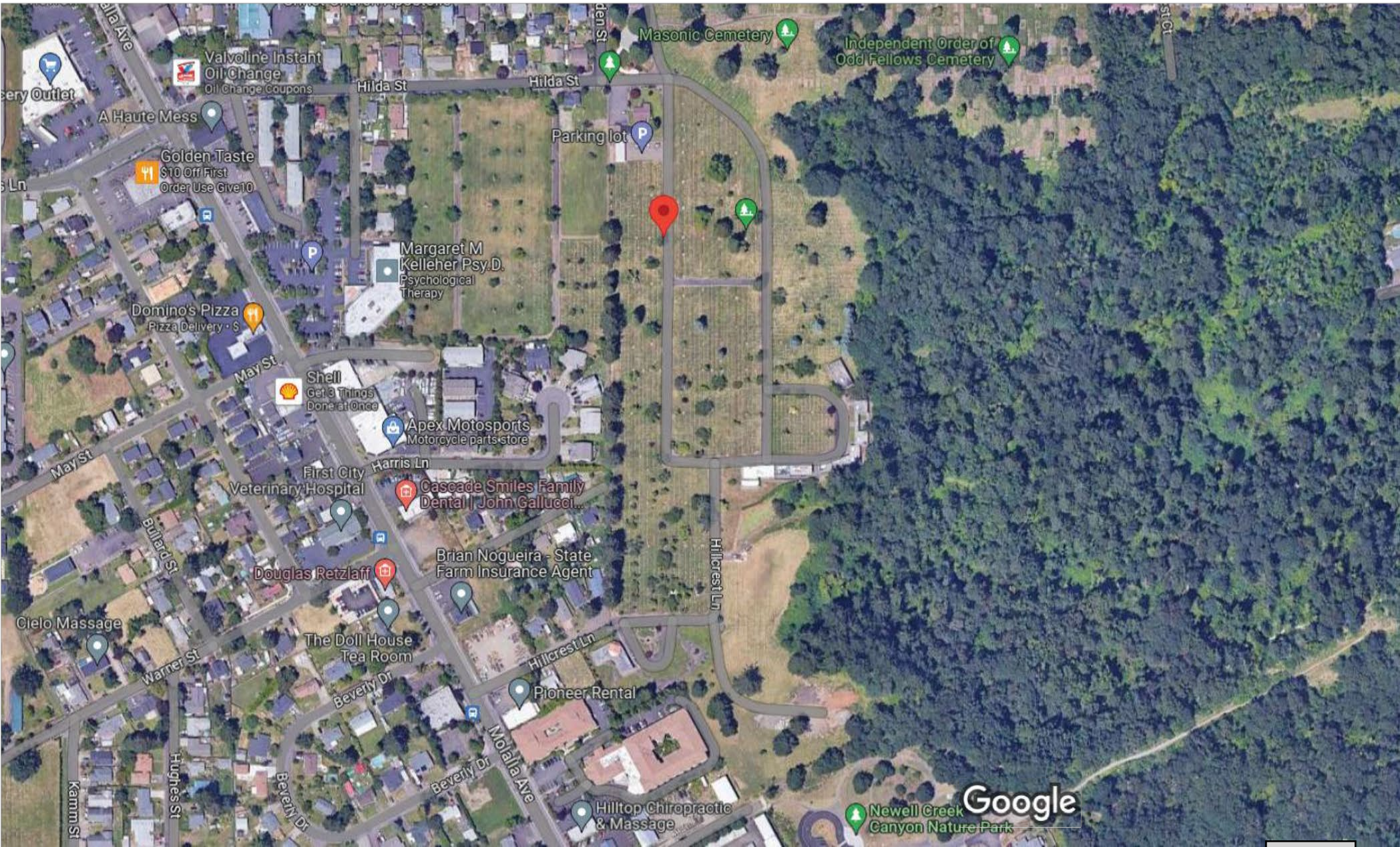


DESCRIPTION

The Mountain View Cemetery complex contains two differing functions - cemetery and Park and Recreation. Staff for both functions cross over. For the cemetery functions, the site contains burial plots, mausoleums, storage, maintenance staff and office space for staff to support the cemetery services based in a converted residential house. For the Parks and Recreation functions, the site contains office space for staff in the converted residential house, bulk yard storage, diesel tank and storage shop. A new restroom facility is under construction. A residential house is on site and under a rental agreement.

SITE INFO

ADDRESS: 500 Hilda St. Oregon City, OR 97045	ZONING: I
TOTAL SITE AREA: 55 Acres	PARKING SUMMARY: 8 total spaces all in open lots; 1 is accessible



LOCATION: **MOUNTAIN VIEW CEMETERY**

POSITIVES & NEGATIVES Item 9a.

- PROS:
- Cemetery has long term capacity
 - Centralized diesel tanks for Parks Department
 - Space for yard storage for Parks Department

- CONS:
- Combined spaces for Parks and cemetery functions create conflict
 - Not enough parking for department and public use
 - Wayfinding for public is difficult

EXISTING BUILDING CONDITIONS

Building is a converted residential house and is not ideal for office functions nor public access.

PROGRAM BY DEPARTMENT SF

- SHARED SPACE
- Storage, office, restrooms



Imagery ©2023 Airbus, Maxar Technologies, Metro, Portland Oregon, State of Oregon, U.S. Geological Survey, Map data ©2023 200 ft



LOCATION: **PIONEER COMMUNITY CENTER**

*Also known as - Senior Center

DESCRIPTION

The Pioneer Community Center is used primarily as a community center for the public. This community center main demographic is seniors ages 60+. Ten Parks and Recreation department staff members occupy this space. This building is also used for many events/activities like yoga, dance, public rentals, city meetings, weddings and Meals on Wheels. This building also has a basement with a separate entrance that is widely used for various classes and camps throughout the year. The adjacent park area is used for peace garden, rummage sales and community park.

Building falls in the MCD Historic District.

FACILITY CONDITION ASSESSMENT REPORT

INFORMATION FROM FACILITY CONDITION ASSESSMENT (2021) BY BUREAU VERITAS

0-5%	IN NEW OR WELL-MAINTAINED CONDITION, WITH LITTLE TO NO VISUAL EVIDENCE OF WEAR OR DEFICIENCIES
5-10%	SUBJECTED TO EAR BUT IS STILL IN SERVICEABLE AND FUNCTIONING CONDITION
10-30%	SUBJECTED TO HARD OR LONG-TERM WEAR. NEARING THE END OF ITS USEFUL OR SERVICEABLE LIFE
>30%	HAS REACHED THE END OF THE USEFUL OR SERVICEABLE LIFE. RENEWAL IS NOW NECESSARY

CURRENT FCI	0.4%
3-YEAR	7.4%
5-YEAR	18.6%
10-YEAR	27.9%

SITE INFO

ADDRESS: 615 5th St. Oregon City, OR 97045

TOTAL SITE AREA: 1.73 Acres

TOTAL BUILDING SF: 16,00 SF

ZONING: I

PARKING SUMMARY: 65 total spaces all in two open lots; 4 are accessible



- PROS:
- Large ballroom with divider wall/doors
 - Great waiting/overflow enclosed area at the entrance
 - Large commercial kitchen and loading dock
- CONS:
- Unusable/unnecessary kitchenette in classroom
 - The number of entrances is unnecessary and hard to keep under secure control

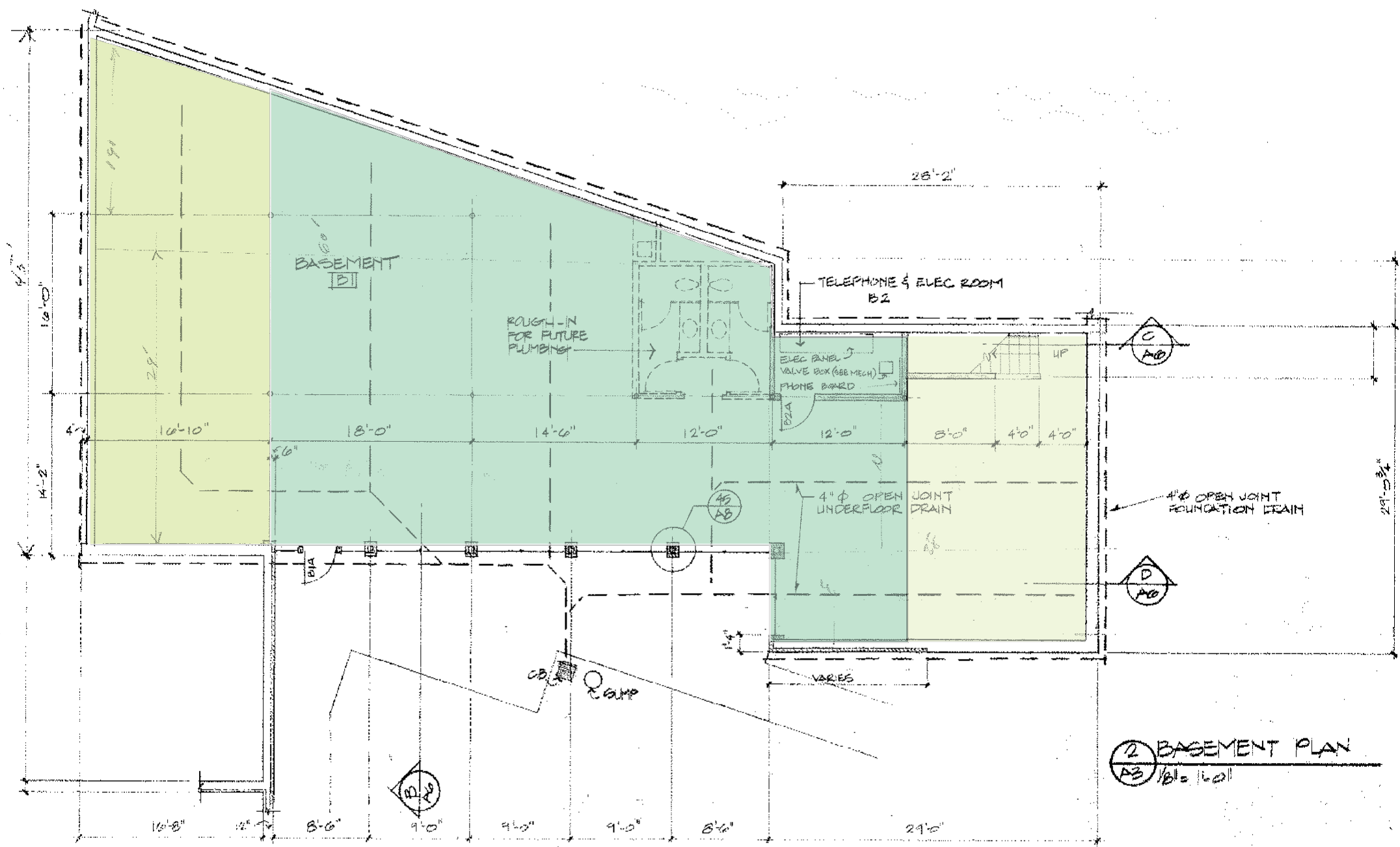
EXISTING BUILDING CONDITIONS

The building is aging but not at end of life. Not all doors have ADA hardware. HVAC was recently replaced but only locally controlled by thermostats. Desire for higher security control of the building. Building contains newer flooring in some areas but aging flooring in others.

PROGRAM BY DEPARTMENT SF

- PUBLIC SPACE
- Community room, reception counter, basement room, waiting vestibules, restrooms, lounge, recreation rooms, craft rooms
- DEPARTMENT
- Private offices, reception desk, storage
- SHARED SPACE
- Kitchen





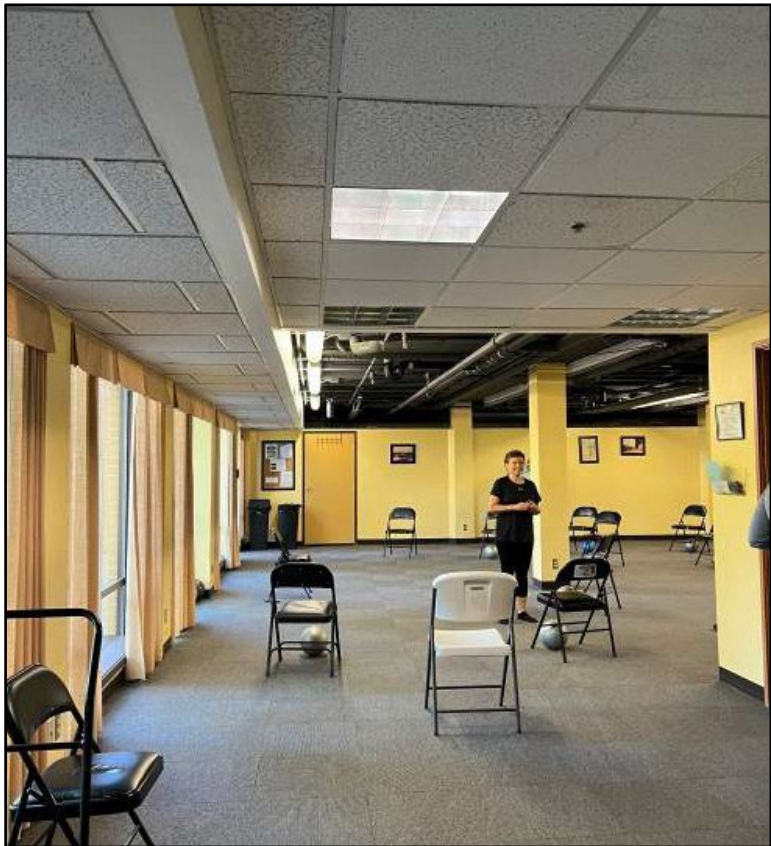
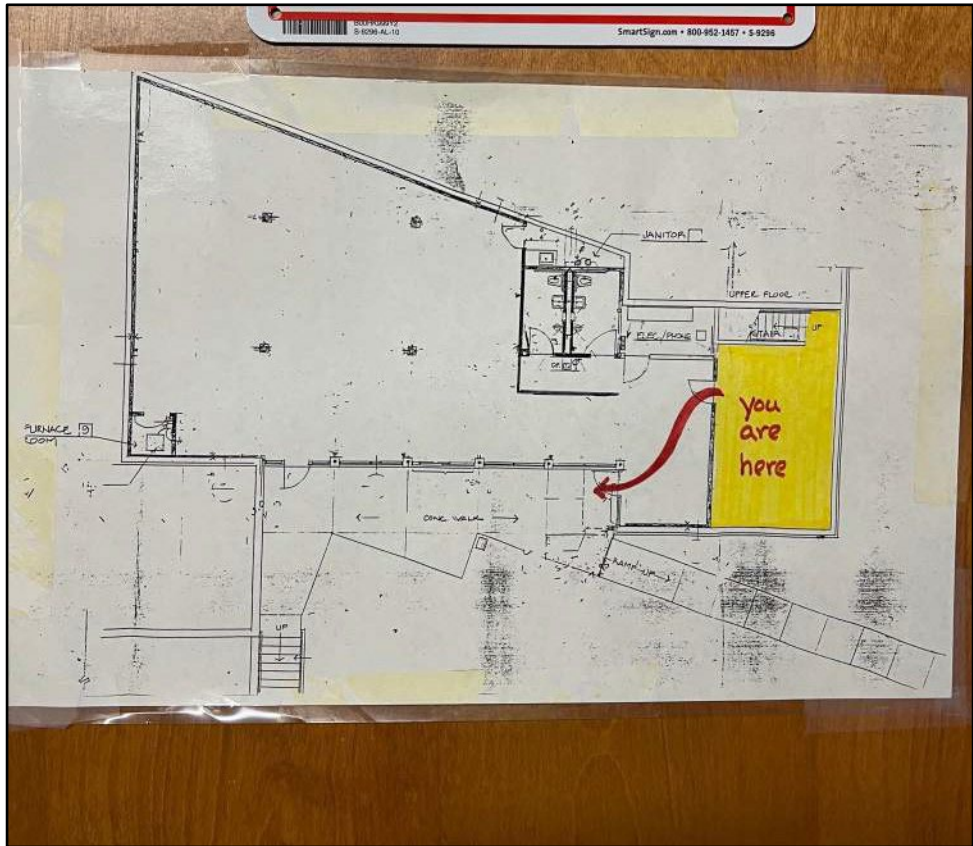
PROGRAM BY DEPARTMENT SF

PUBLIC SPACE

- Community room, restrooms

DEPARTMENT

- Storage



LOCATION: **CENTER STREET - OLD PUBLIC WORKS**

*Also known as - Old Oregon City Public Works, Center Street

DESCRIPTION

The site on Center Street contains three areas: upper yard, lower yard and building. The building is currently unoccupied by department staff. There is some storage for items like City holiday decorations in the building. The yard contains Public Works bulk storage and decant facility.

Building falls in the MCD Historic District.

FACILITY CONDITION ASSESSMENT REPORT

INFORMATION FROM FACILITY CONDITION ASSESSMENT (2021) BY BUREAU VERITAS

0-5%	IN NEW OR WELL-MAINTAINED CONDITION, WITH LITTLE TO NO VISUAL EVIDENCE OF WEAR OR DEFICIENCIES
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10-30%	SUBJECTED TO HARD OR LONG-TERM WEAR. NEARING THE END OF ITS USEFUL OR SERVICEABLE LIFE
>30%	HAS REACHED THE END OF THE USEFUL OR SERVICEABLE LIFE. RENEWAL IS NOW NECESSARY

CURRENT FCI	20.9%
3-YEAR	26.1%
5-YEAR	33.0%
10-YEAR	38.3%

SEE REPORT FOR MORE INFORMATION

SITE INFO

ADDRESS: 122 S Center St. Oregon City, OR 97045

ZONING: I

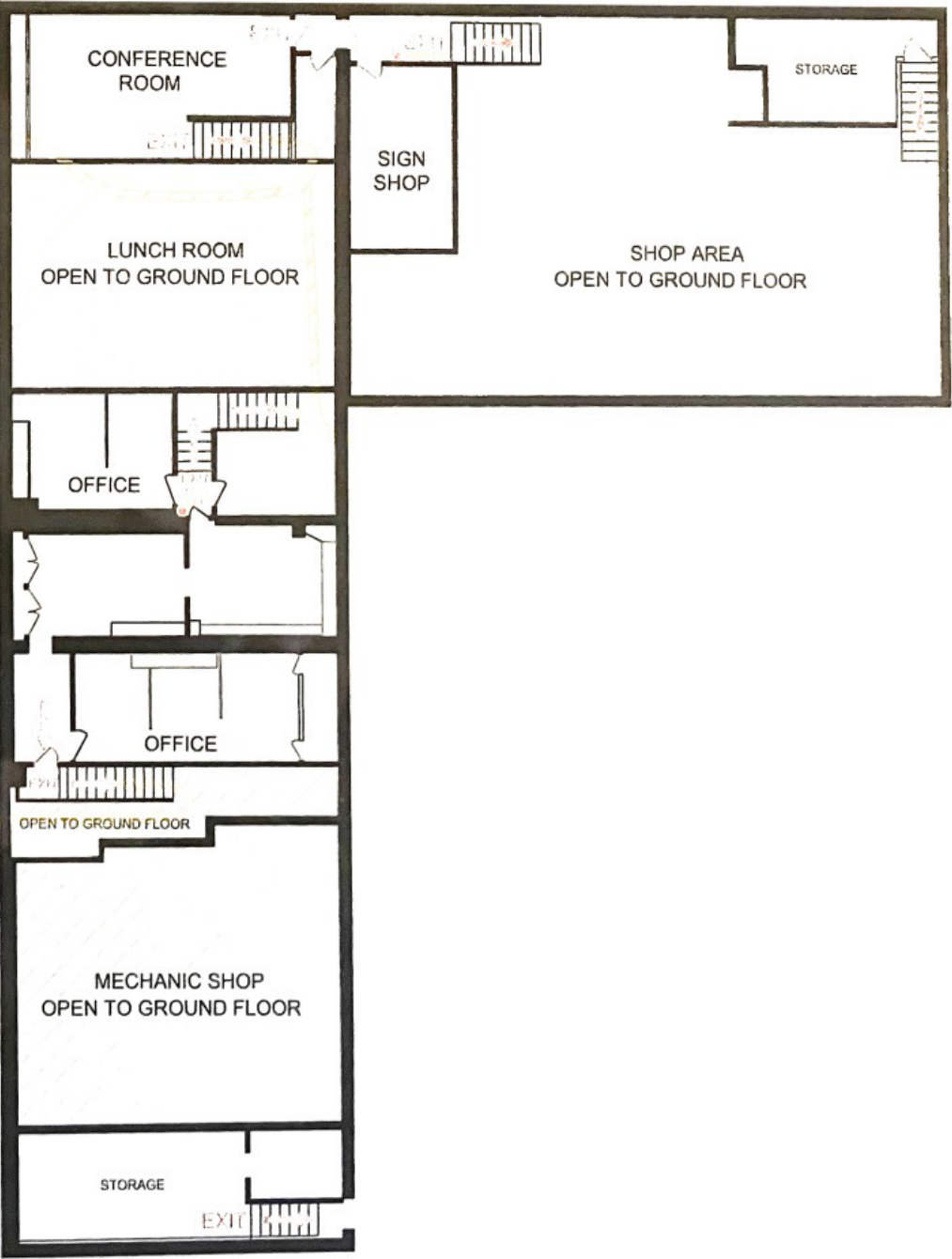
TOTAL SITE AREA: 1.07 Acres



This building is not occupied by department staff.



1ST FLOOR



2ND FLOOR

EXISTING BUILDING CONDITIONS

The building overall is in poor condition. There is water damage in various parts of the ceiling causing it to crumble and mold. Finishes are in need of replacement. Multiple locations in the building do not meet ADA requirements.



LOCATION: **MOUNTAIN VIEW RESERVOIR**

*Also known as - Oregon City Water Division

DESCRIPTION

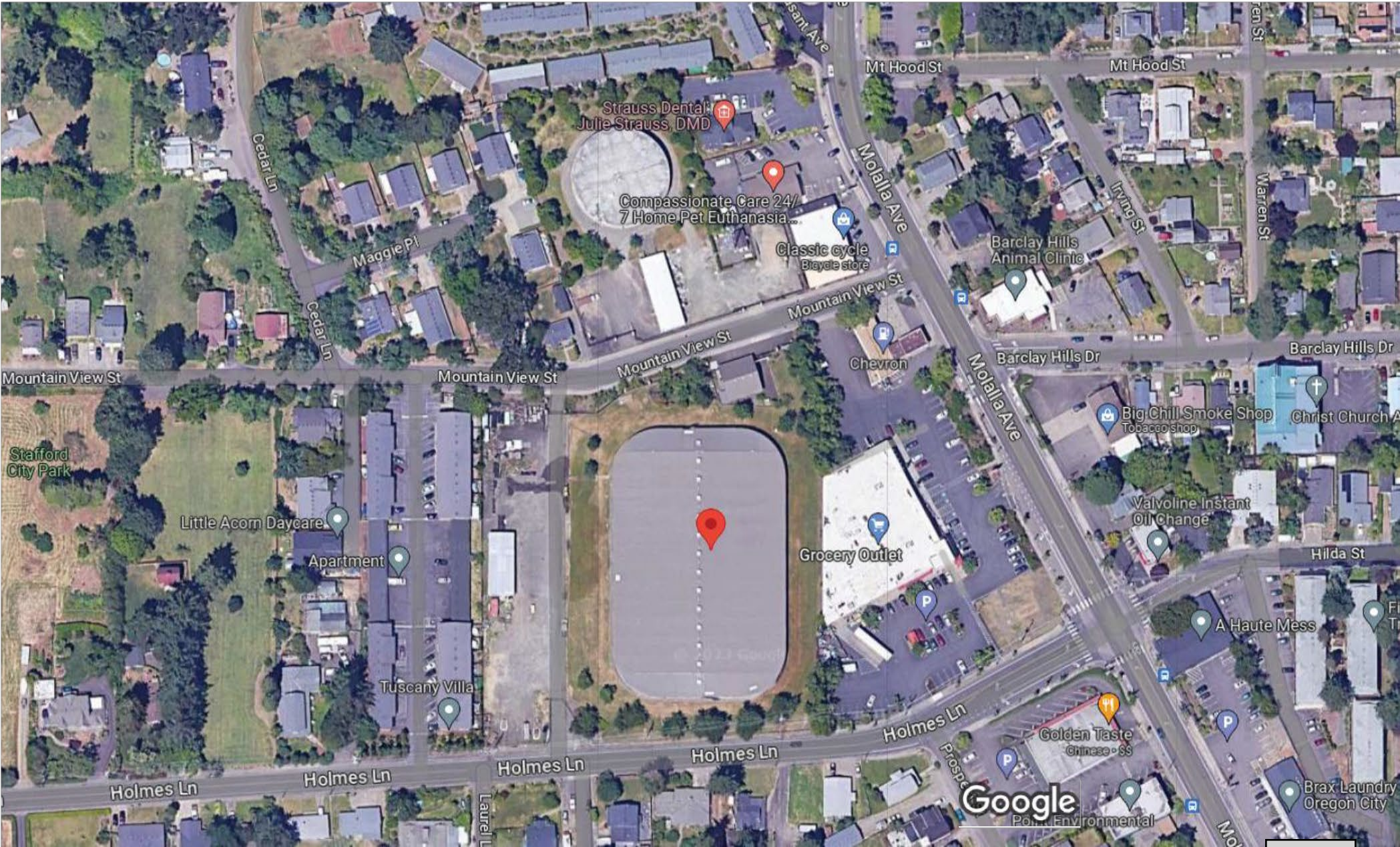
The Mountain View Reservoir is comprised of two water reservoir and pump stations, yard storage, and two shop/ storage buildings. Buildings and yards are used by water and sanitary departments. There are no staff that remain on the site at all times but staff does go to the site every day.

SITE INFO

ADDRESS: 414 Mountain View St. Oregon City, OR 97045

ZONING: I

TOTAL SITE AREA: 4.22 Acres



LOCATION: **MOUNTAIN VIEW RESERVOIR**

POSITIVES & NEGATIVES Item 9a.

- PROS:
- Yard space great for bulk storage with room to grow
 - Some equipment is held on-site
 - Good location for the use
- CONS:
- Buildings are undersized to meet the needs
 - Buildings are showing age
 - No backup power/generator for the secured gates. Not fully enclosed with tall gates.
 - No enclosed restroom
 - Adjacent to residential units
 - There are two sites bifurcated by a street

EXISTING BUILDING CONDITIONS

Shop buildings are utilitarian but will need maintenance and repair. New siding, roof, doors and seismic upgrade likely required if not replaced due to storage constraints.

PROGRAM BY DEPARTMENT SF

DEPARTMENT

- Storage, shop buildings, water reservoir



Imagery ©2023 Airbus, Maxar Technologies, Metro, Portland Oregon, State of Oregon, U.S. Geological Survey, Map data ©2023 Google 100 ft



DESCRIPTION

There are two parcels at this site. The first is the 16025 parcel that has a water reservoir and pump station. The second is the 16017 parcel that is currently under contract for purchase by the City. That parcel primarily is open land but also has a residential house, shop building and other small storage structures.

SITE INFO

ADDRESS: 16017 S Henrici Rd. Oregon City, OR 97045

TOTAL SITE AREA: 16025 - 3.99 Acres
16017 - 15.69 Acres

ZONING: Jurisdiction - Clackamas County
16025 - RRFF5; Outside the urban growth boundary
16017 - RRFF5; Outside the urban growth boundary

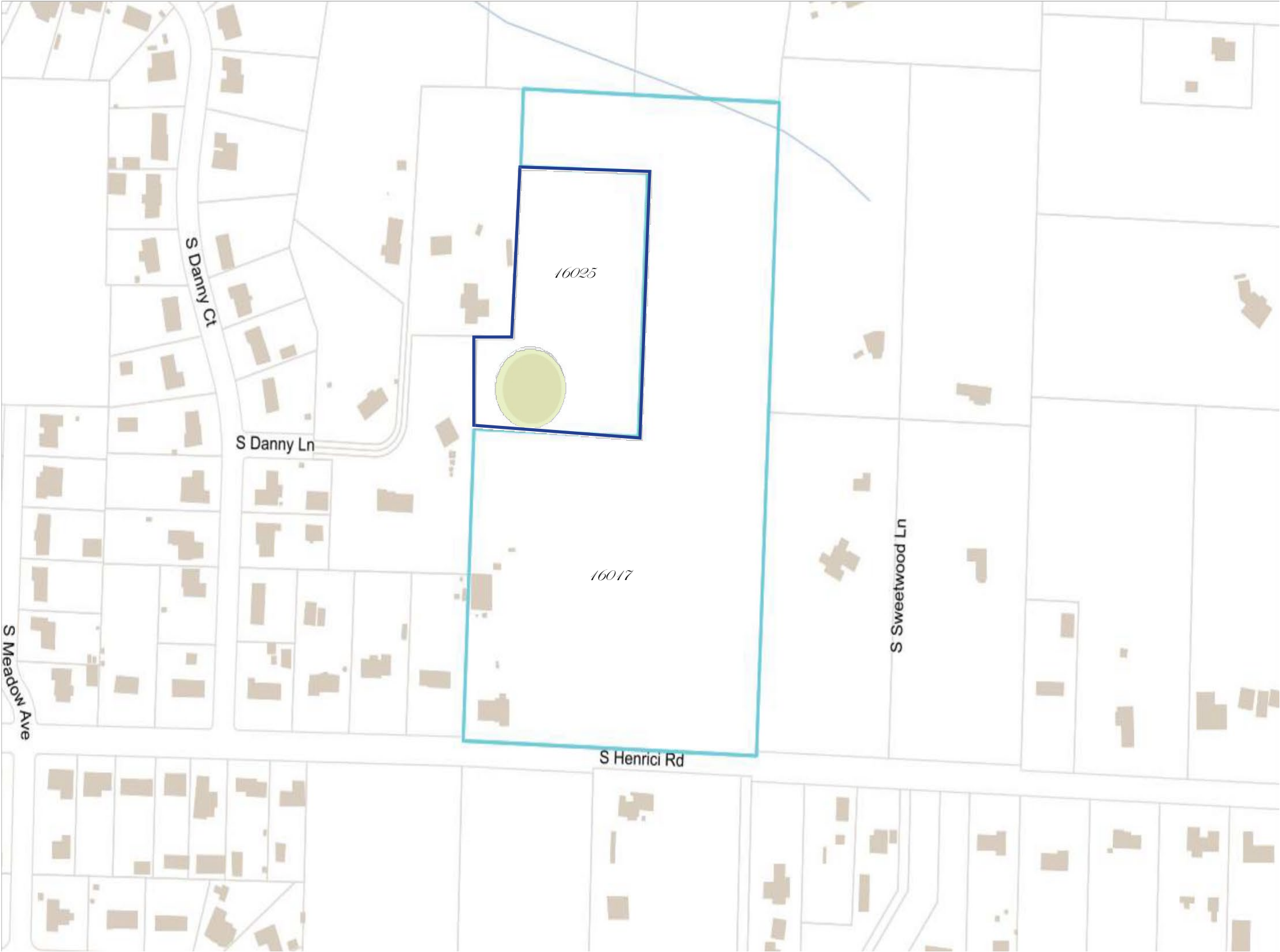


LOCATION: *HENRICI RESERVOIR*

POSITIVES & NEGATIVES

Item 9a.

- PROS:
- Significant amount of land for growth
- CONS:
- Area is in Clackamas County instead of in the city limits of Oregon City
 - Area is more remote than other properties



PROGRAM BY DEPARTMENT SF

DEPARTMENT

- Water reservoir

*Also known as - Oregon City Public Works

DESCRIPTION

The Oregon City Engineering and Operations Center building opened in 2022. It contains the operations department, engineering division, facilities and IT. The site contains covered fleet vehicle storage, equipment storage, fueling and staff parking.

SITE INFO

ADDRESS: 13895 Fir St. Oregon City, OR 97045

ZONING: GI

TOTAL SITE AREA: 4.79 Acres

PARKING SUMMARY: 179 total spaces all in open lots; 5 are accessible

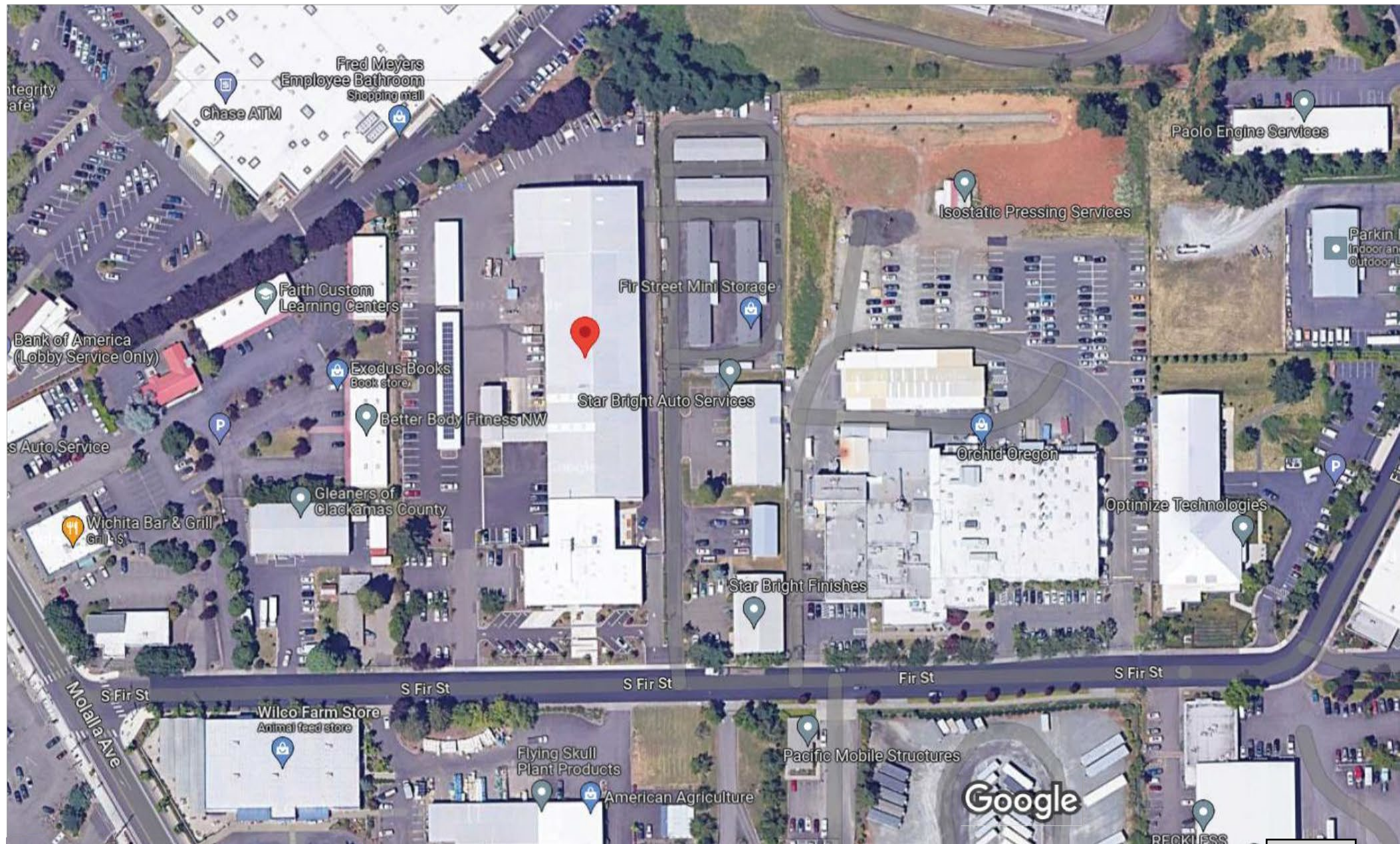
TOTAL BUILDING SF: 74,438 SF

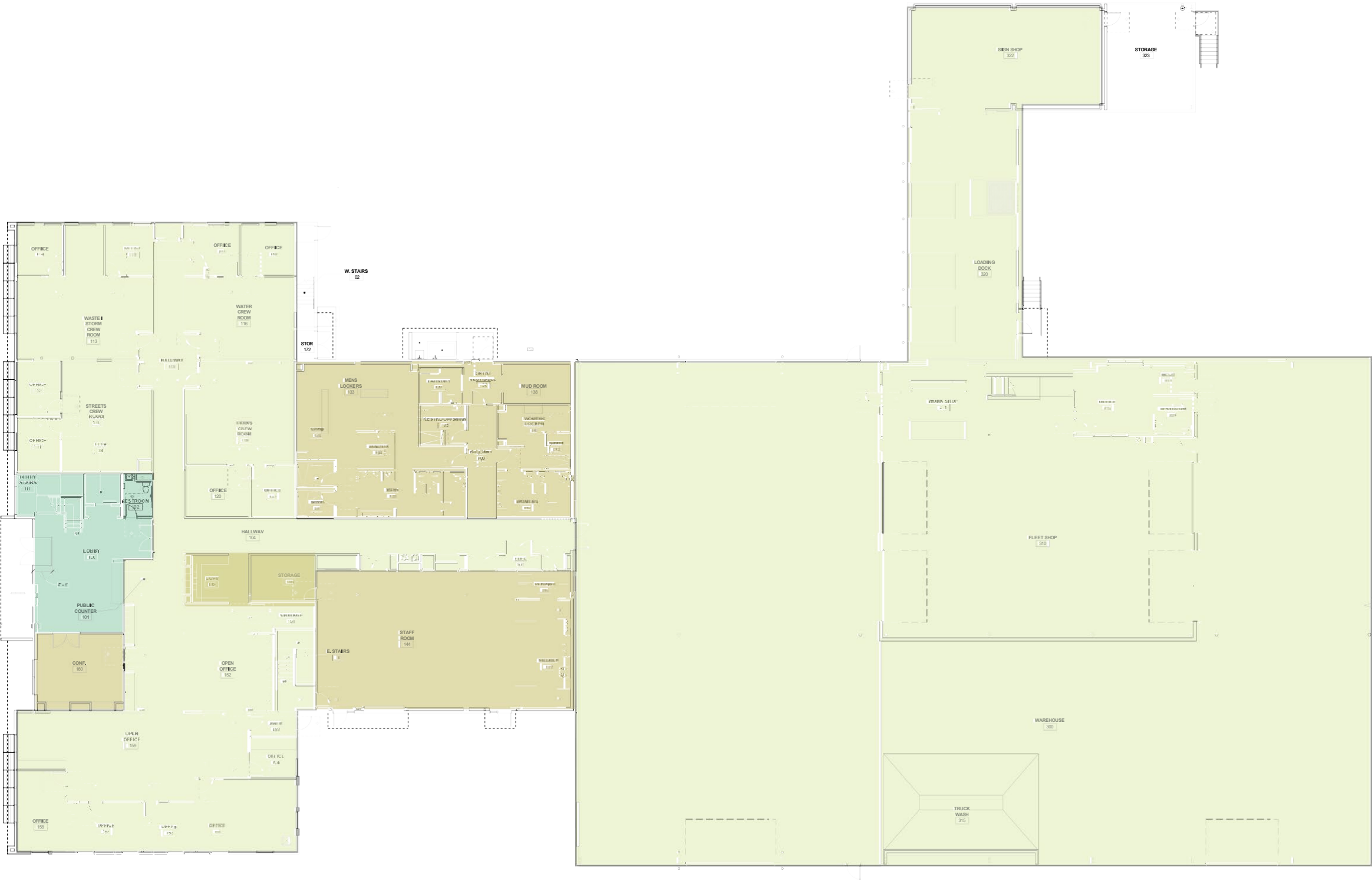
FACILITY CONDITION ASSESSMENT REPORT

INFORMATION FROM FACILITY CONDITION ASSESSMENT (2021) BY BUREAU VERITAS

0-5%	IN NEW OR WELL-MAINTAINED CONDITION, WITH LITTLE TO NO VISUAL EVIDENCE OF WEAR OR DEFICIENCIES
5-10%	SUBJECTED TO EAR BUT IS STILL IN SERVICEABLE AND FUNCTIONING CONDITION
10-30%	SUBJECTED TO HARD OR LONG-TERM WEAR. NEARING THE END OF ITS USEFUL OR SERVICEABLE LIFE
>30%	HAS REACHED THE END OF THE USEFUL OR SERVICEABLE LIFE. RENEWAL IS NOW NECESSARY

CURRENT FCI	0.1%
3-YEAR	0.3%
5-YEAR	0.5%
10-YEAR	4.9%





POSITIVES & NEGATIVES Item 9a.

- PROS:
- Good Lighting
 - HVAC works well
 - Room for growth
- CONS:
- Acoustic issues
 - The site could be bigger
 - Not enough bulk storage
 - Not enough fleet parking

EXISTING BUILDING CONDITIONS

Building was completed in 2022. No immediate needs required.

PROGRAM BY DEPARTMENT SF

PUBLIC SPACE

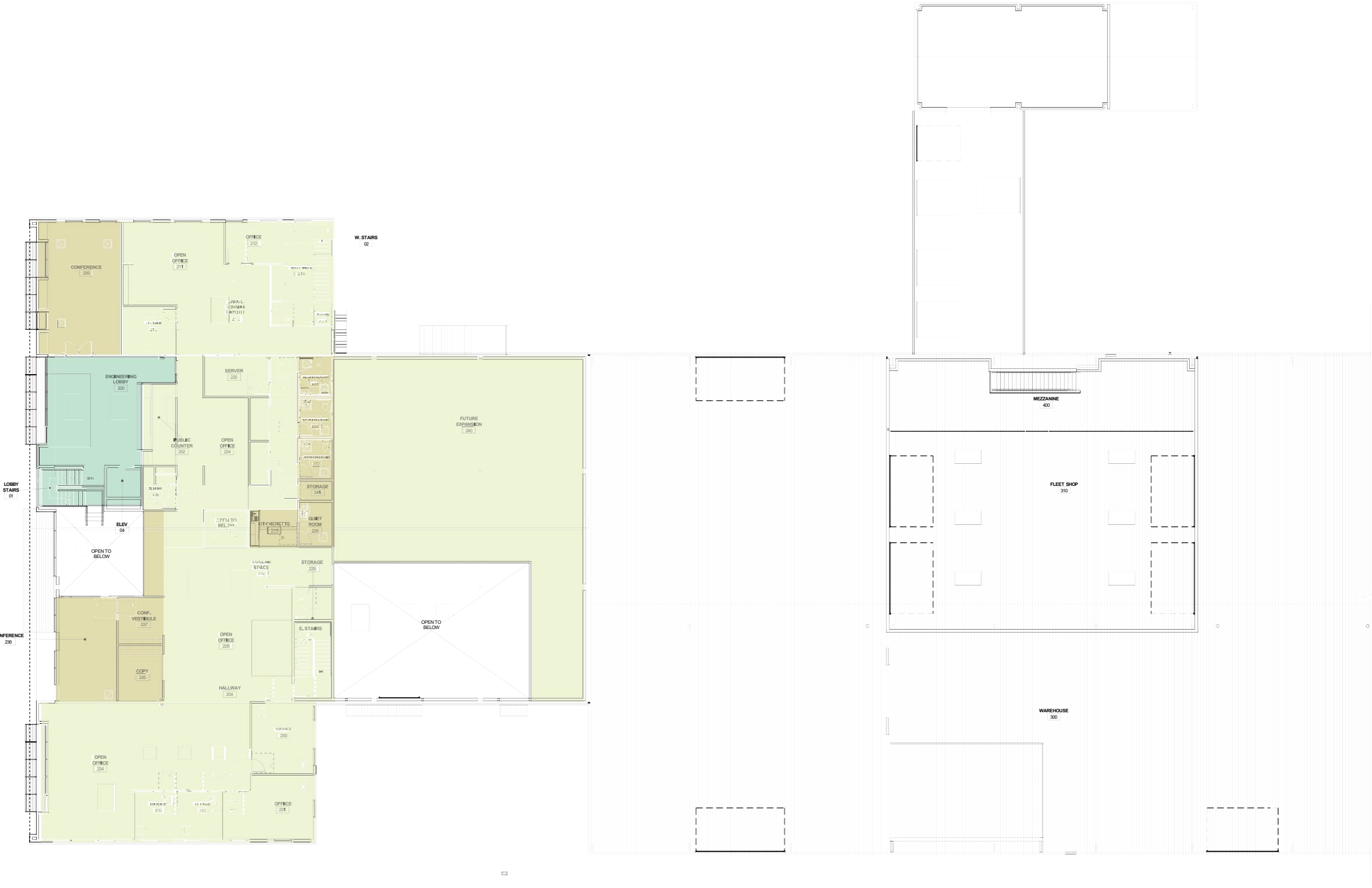
- Lobby, restrooms

DEPARTMENT

- Private offices, crew rooms, open office, fleet shot, work shop, loading dock, sign shop, warehouse, storage

SHARED SPACE

- Conference room, breakroom, copy room, quiet room, locker room, laundry, m storage



PROGRAM BY DEPARTMENT SF

PUBLIC SPACE

- Lobby, restrooms

DEPARTMENT

- Private offices, crew rooms, open office, fleet shop, work shop, loading dock, sign shop, warehouse, storage

SHARED SPACE

- Conference room, breakroom, copy room, quiet room, locker room, laundry, m, storage



LOCATION: **OREGON CITY MUNICIPAL ELEVATOR**

Item 9a.

DESCRIPTION

The Oregon City Municipal Elevator is used as a public elevator and falls under the Transportation department because it is a vertical street. There is one staff member (works for Downtown Oregon City Association) working the elevator counter at a time. This elevator not only brings the city a unique piece of artwork, but has its own sense of “branding” for Oregon City. The elevator is a unique icon and increases tourism.

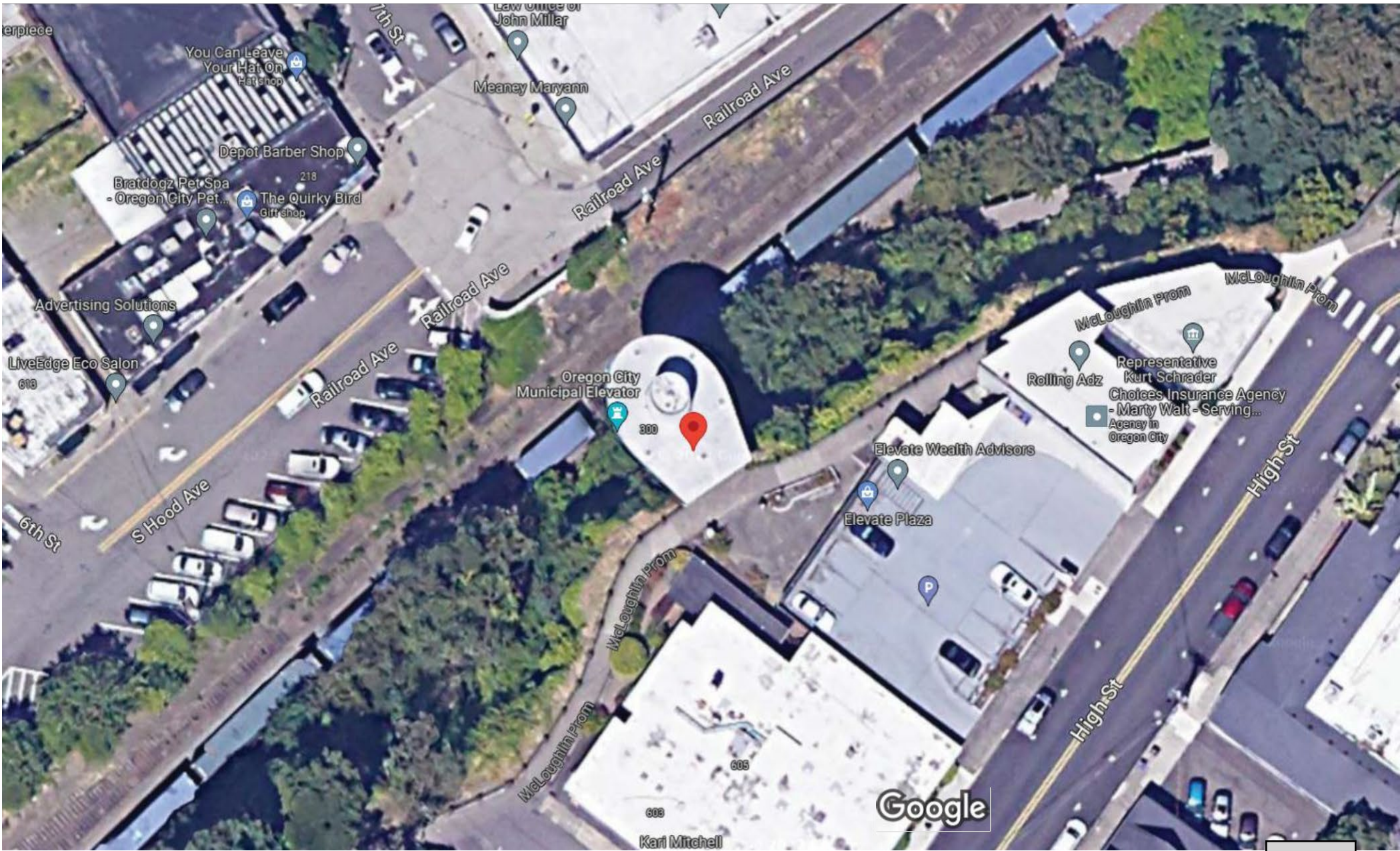
Building falls in the MCD Historic District.

SITE INFO

ADDRESS: 6 Railroad Ave. Oregon City, OR 97045

ZONING: I

TOTAL SITE AREA: 8.11 Acres



- PROS:
- Provides vertical circulation from the top to the bottom of the hill
 - Connects the city
 - Convenient
- CONS:
- The building and elevator are original
 - Hard to maintain and get the right parts
 - The shaking of trains stop the elevator from working

EXISTING BUILDING CONDITIONS

This elevator is at the end of life. It has the original motor which is hard to find parts for. The elevator constantly breaks down and requires a lot of maintenance. The interior finishes of elevator landings are worn.

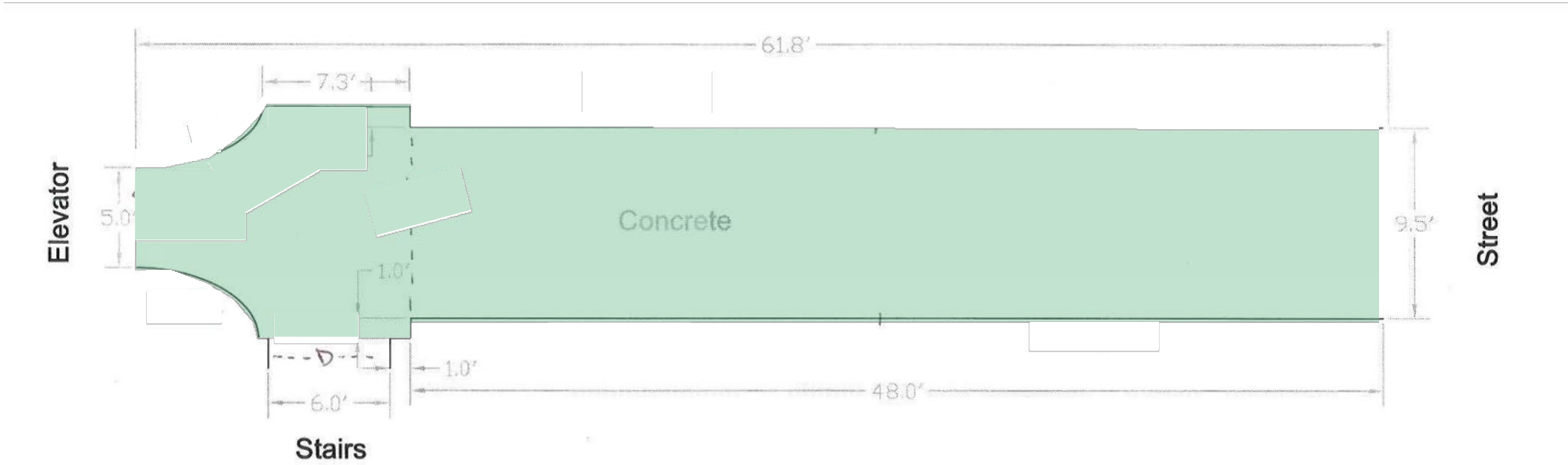
PROGRAM BY DEPARTMENT SF

PUBLIC SPACE

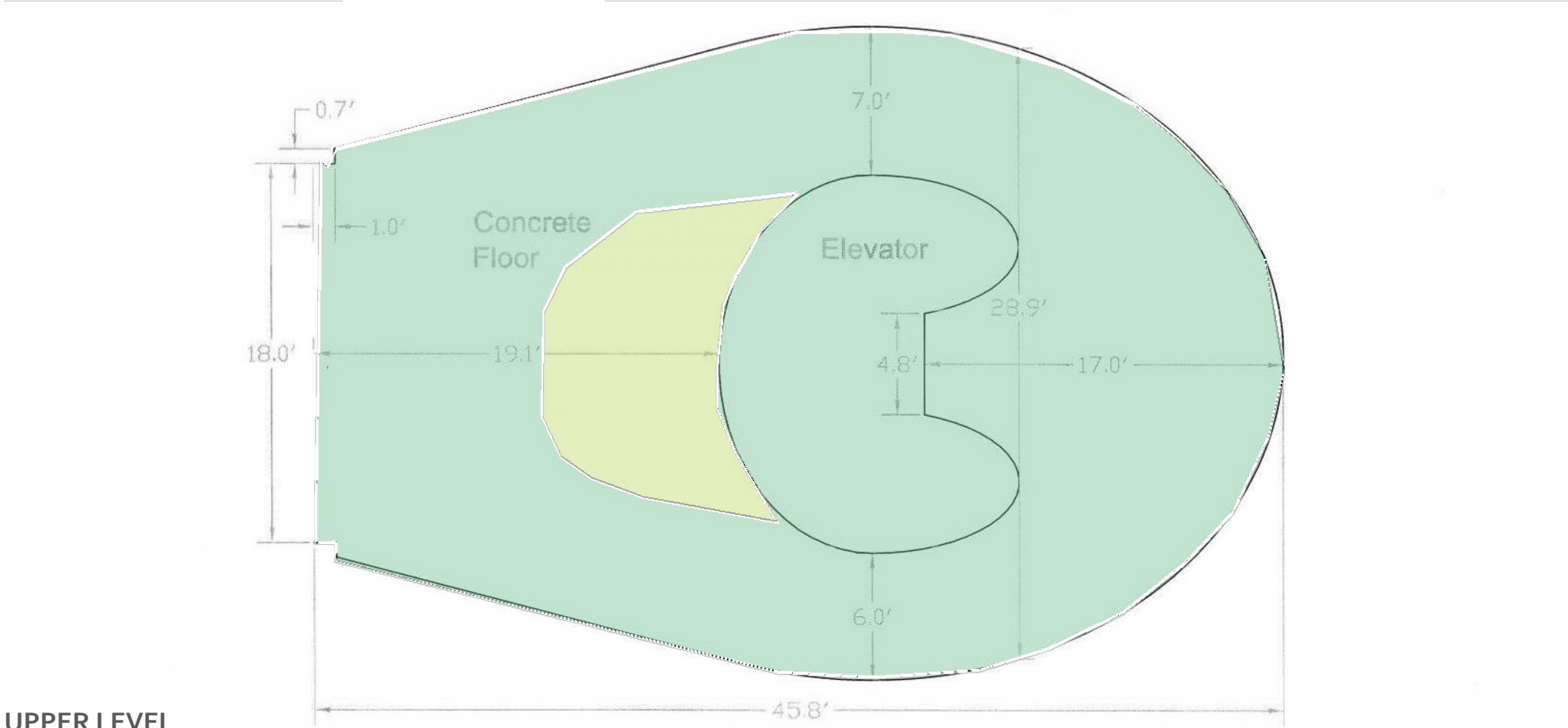
- Entry ramp, elevator lobby, elevator, observation deck

DEPARTMENT

- Greeter desk (managed by DOCA)



LOWER LEVEL



UPPER LEVEL



DESCRIPTION

The Oregon City Public Library is located in the heart of downtown making it a well-used facility by all. The circulation department, the Carnegie department, tech services department, adult services department, and the children’s department are the residing occupants in this facility. This is the largest library in the Clackamas County, and see’s roughly 130,000 visitors a year.

Building falls in the MCD Historic District, MCD Historic designation (designated landmark).

SITE INFO

ADDRESS: 606 John Adams St. Oregon City, OR 97045

TOTAL SITE AREA: 1.5 Acres

TOTAL BUILDING SF: 18,891 SF

ZONING: I

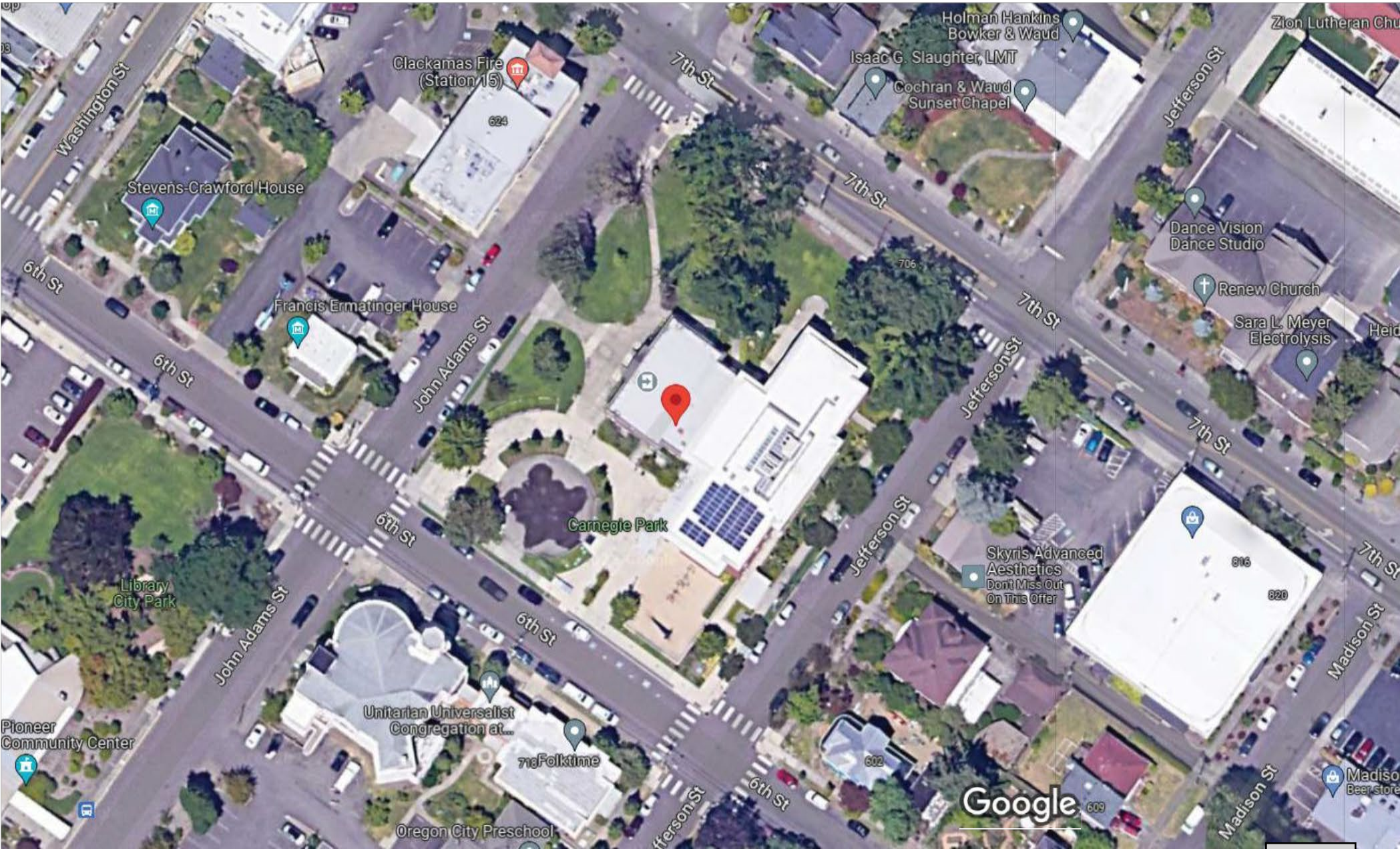
PARKING SUMMARY: Front parking lot adjacent to Ermatinger house - 13 total spaces all in open lots; 1 is accessible. Southern Parking lot - 12 total spaces all in open lots; 3 are accessible. There is a shared parking lot agreement with the nearby business.

FACILITY CONDITION ASSESSMENT REPORT

INFORMATION FROM FACILITY CONDITION ASSESSMENT (2021) BY BUREAU VERITAS

0-5%	IN NEW OR WELL-MAINTAINED CONDITION, WITH LITTLE TO NO VISUAL EVIDENCE OF WEAR OR DEFICIENCIES
5-10%	SUBJECTED TO EAR BUT IS STILL IN SERVICEABLE AND FUNCTIONING CONDITION
10-30%	SUBJECTED TO HARD OR LONG-TERM WEAR. NEARING THE END OF ITS USEFUL OR SERVICEABLE LIFE
>30%	HAS REACHED THE END OF THE USEFUL OR SERVICEABLE LIFE. RENEWAL IS NOW NECESSARY

CURRENT FCI	0.0%
3-YEAR	0.9%
5-YEAR	4.8%
10-YEAR	19.0%





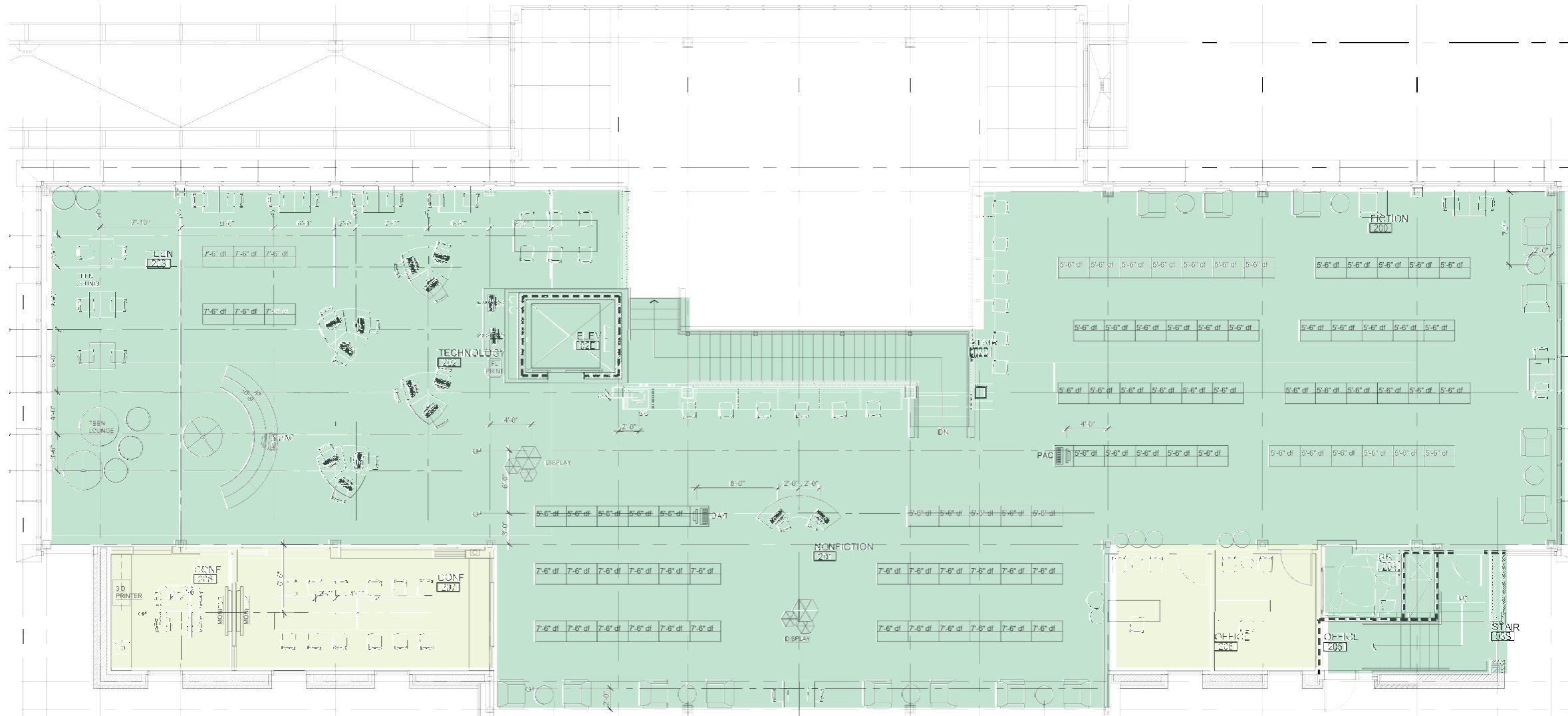
- PROS:
- Large community room
 - Great location in downtown Oregon City
 - Being adjacent to the park is beneficial
 - Guests like that the modern addition ties well with the historic architecture
- CONS:
- Library serves a very large area. The library is not centrally located to the land area. It is difficult for library to be accessible to all taxed residents.
 - Staff workspaces vastly undersized for number of staff
 - Entry/reception layout not optimized to provide greeting and space for public waiting from multiple entrances
 - Because of the location of the material return/drop off there is a need for increased staff instead of book return automation

EXISTING BUILDING CONDITIONS

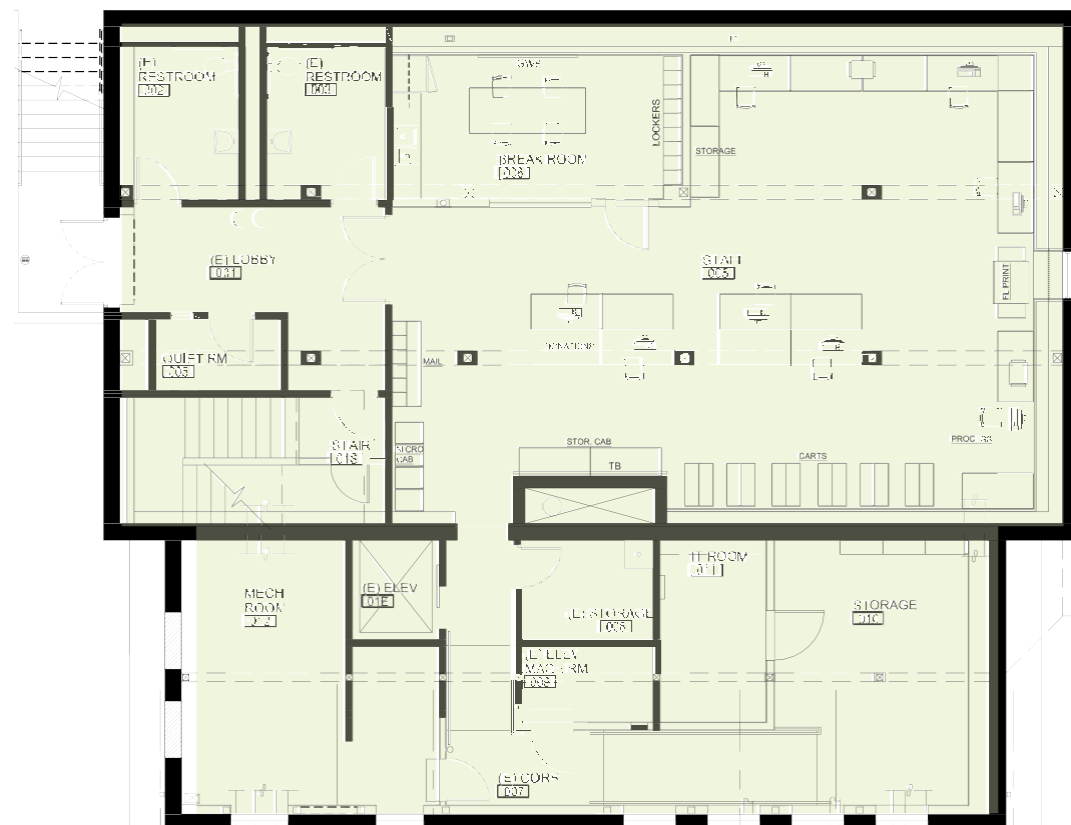
On the original building side the elevator is old and needs to be replaced. The windows can not be replaced because of historic status, and the siding is original from the 1800's which causes the flashing/gutters to get clogged and pool.

PROGRAM BY DEPARTMENT SF

- PUBLIC SPACE
- Entry, reading room, media room, reception counter, children's area, community room, technology area, fiction and nonfiction area, restrooms
- DEPARTMENT
- Book return, private offices, storage, electrical rooms, breakroom, open work stations, one of the elevators, janitors closet, basement restrooms



2ND FLOOR



BASEMENT

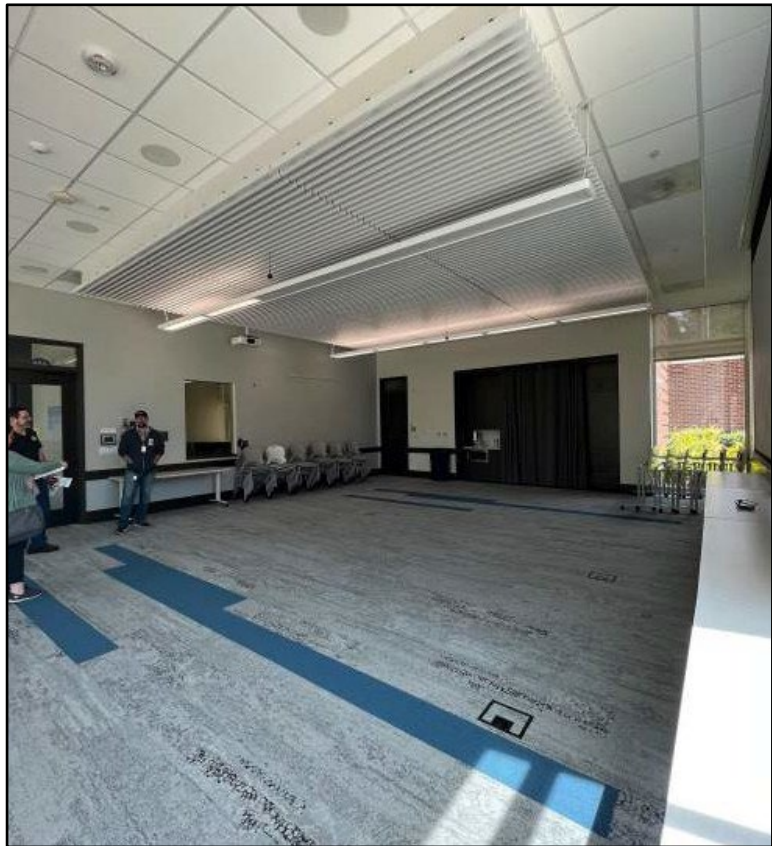
PROGRAM BY DEPARTMENT SF

PUBLIC SPACE

- Entry, reading room, media room, reception counter, children's area, community room, technology area, fiction and nonfiction area, restrooms

DEPARTMENT

- Book return, private offices, storage, electrical rooms, breakroom, open work stations, one of the elevators, janitors closet, basement restrooms, conference room



DESCRIPTION

The Buena Vista Clubhouse is located along the Atkinson Park and was formerly primarily used as an event space, but is currently unusable due to the conditions of the building. The building offers a small interior stage, a kitchen, and on-site bathroom.

SITE INFO

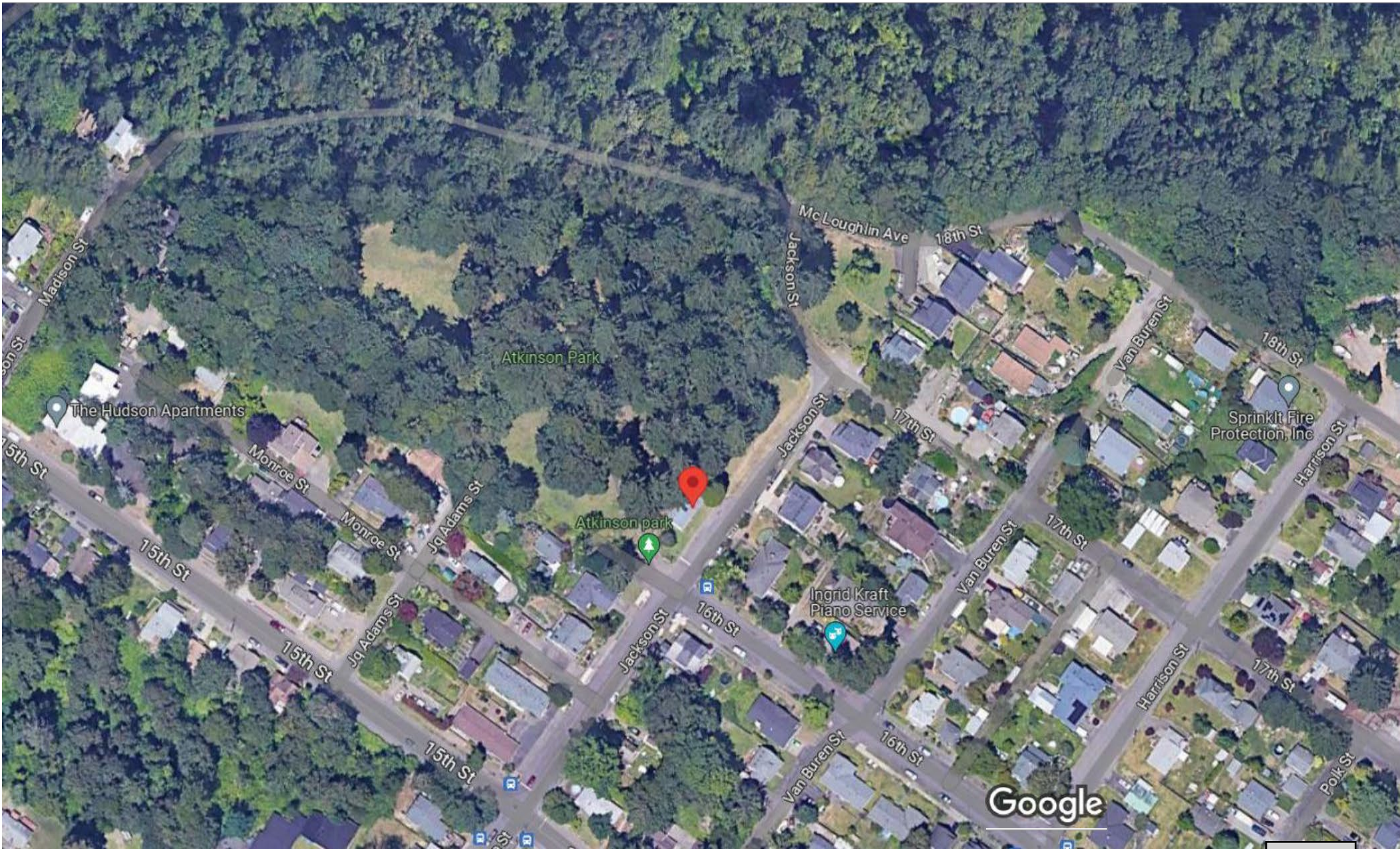
ADDRESS: 1601 Jackson St. Oregon City, OR 97045

ZONING: I

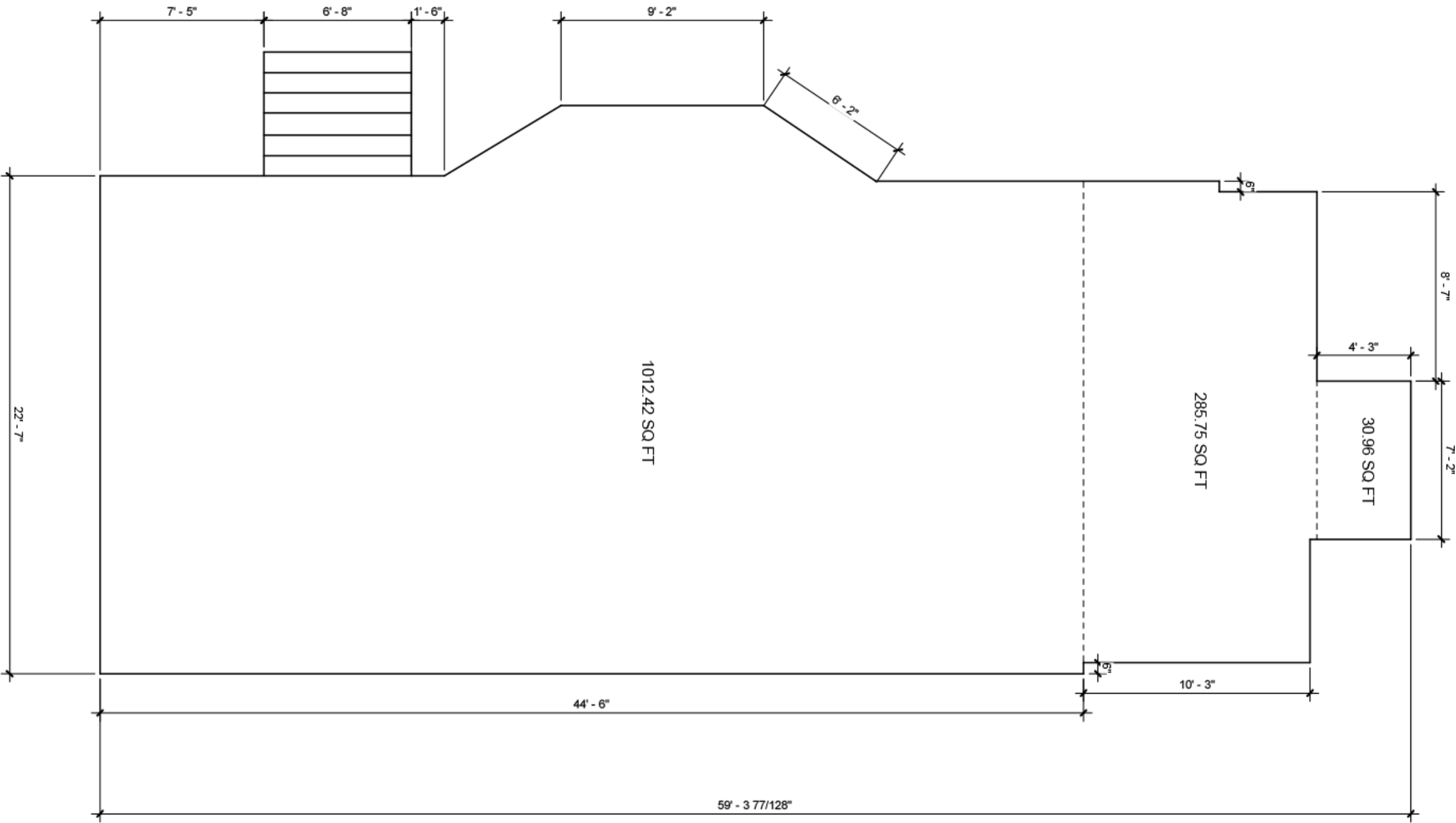
TOTAL SITE AREA: 4.18 Acres

PARKING SUMMARY: No formal parking; 4 informal spaces on unimproved surface

TOTAL BUILDING SF: 1,200 SF



This building is currently unoccupied and unusable due to the conditions.



EXISTING BUILDING CONDITIONS

There are many areas of this building that need attention. The interior ceiling needs to be replaced, the windows are in bad condition as are the walls and flooring. The exterior of the building needs a large amount of work as well in terms of the siding, the steps the doors, foundation and windows.



LOCATION: **CLACKAMAS FIRE STATION**

*Also known as - Station 15, Oregon City Fire Station

DESCRIPTION

The building is owned by City of Oregon City but under a long term lease agreement with Clackamas Fire department. The Clackamas Fire Station is location centrally in downtown Oregon City. Clackamas Fire maintains the building. Oregon City Facilities department maintains the parking lot, irrigation and landscape.

Clackamas Fire department lease expires June 30, 2107 (99 year lease). They will be undertaking a station study in 2024. It has been routinely discussed that they will vacate this building but do not have a timeline or plan in place.

Building falls in the MCD Historic District, MCD Historic designation (designated landmark)

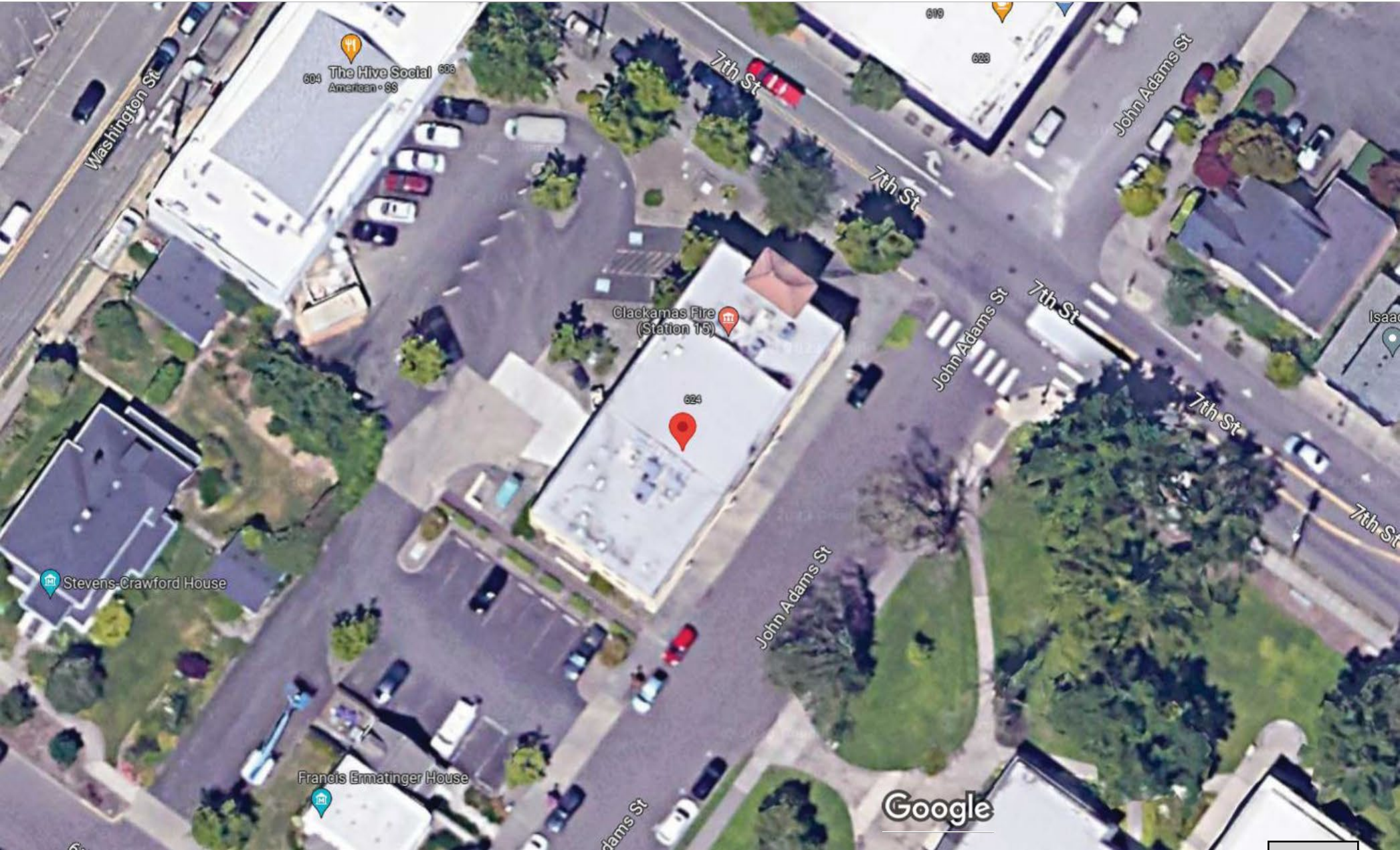
SITE INFO

ADDRESS: 624 7th St. Oregon City, OR 97045

ZONING: I/MUC-1

TOTAL SITE AREA: .50 Acres

PARKING SUMMARY: 13 overall spaces all in open lots; 2 are accessible



POSITIVES & NEGATIVES

CONS:

- Age of the building, ongoing maintenance issues, and restrictions/costs associated with the historical designation of the building
- Bays don't pull through. Backing up rigs pose a hazard to pedestrian and traffic
- Footprint of building is restricted. Impacts the ability to do rig checks, crew training, etc.
- Lack of ADA accessibility
- Does not provide adequate space for future growth
- Restrooms/lockers are gendered so they can't accommodate all genders
- The size of the apparatus bay doesn't fit ladder trucks so they position truck at Station 16 (next to the post office) rather than in the location that better meets the needs of the community
- Phone lines in the basement can't be traced
- Parking lot has a compressed drain that floods
- Street trees roots are uplifting public sidewalk

PROS:

- Location of the building is fantastic for engaging the public and historical aspects of the building are enjoyed by staff and the community
- Downstairs is used by the community service division and is needed space for the fire district because it doesn't have a consolidated administration facility
- Has decommissioned infrastructure for emergency response

EXISTING BUILDING CONDITIONS

Clackamas Fire has performed multiple projects for mold mitigation, replace windows, roof replacement, HVAC replacement and repaint the building often to keep small cracks sealed over the past few years. There are still 2 older HVAC units that haven't been replaced in the last ten years. The south side tends to leak during a heavy rain and windstorm. East side and a few more of the west side windows need to be replaced. The north side windows are a mix of windows installed when the station was built and some from when the 1990's remodel occurred. In the basement, there is loose concrete material coming off of the foundation walls and the flooring is failing. The landscaping against the building is causing damage and there has been concerns that the landscaping is part of the historical considerations and work has been stalled. Water pooling at doorways.

PROGRAM BY DEPARTMENT SF

DEPARTMENT

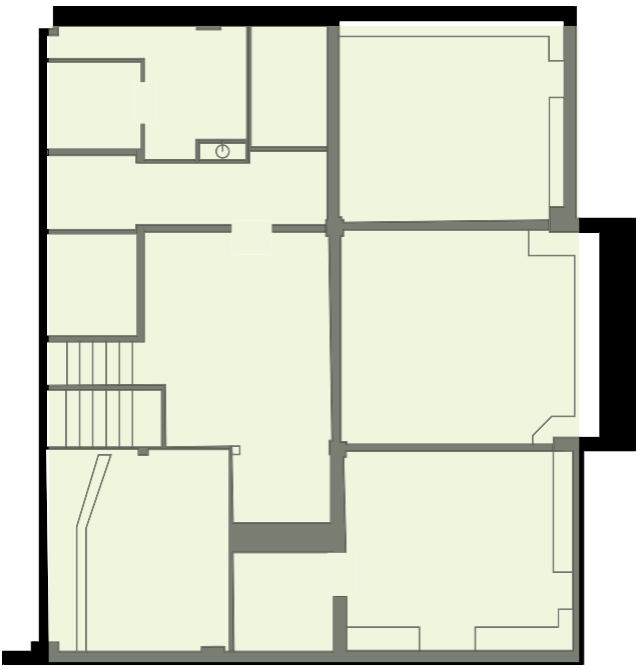
- Reception area, private offices, sleeping rooms, vehicle bays, storage, conference room, copy room, breakroom, restrooms, fitness room, community service division space



1ST FLOOR



2ND FLOOR



BASEMENT



DESCRIPTION

City Hall in Oregon City is used for city gatherings and meetings as well as an administration office building for the economic development, finance, city manager, city recorder, communications, parks and rec, and human resources department. This building was originally built for two separate entities. A portion of the building is underutilized.

Building falls in the MCD Historic District.

SITE INFO

ADDRESS: 625 Center St. Oregon City, OR 97045

ZONING: MUC-1

TOTAL SITE AREA: .79 Acres

PARKING SUMMARY: 40 total spaces all in open lots; 2 are accessible

TOTAL BUILDING SF: 14,370 SF

FACILITY CONDITION ASSESSMENT REPORT

INFORMATION FROM FACILITY CONDITION ASSESSMENT (2021) BY BUREAU VERITAS

0-5%	IN NEW OR WELL-MAINTAINED CONDITION, WITH LITTLE TO NO VISUAL EVIDENCE OF WEAR OR DEFICIENCIES
5-10%	SUBJECTED TO EAR BUT IS STILL IN SERVICEABLE AND FUNCTIONING CONDITION
10-30%	SUBJECTED TO HARD OR LONG-TERM WEAR. NEARING THE END OF ITS USEFUL OR SERVICEABLE LIFE
>30%	HAS REACHED THE END OF THE USEFUL OR SERVICEABLE LIFE. RENEWAL IS NOW NECESSARY

CURRENT FCI	0.8%
3-YEAR	2.1%
5-YEAR	4.4%
10-YEAR	13.5%



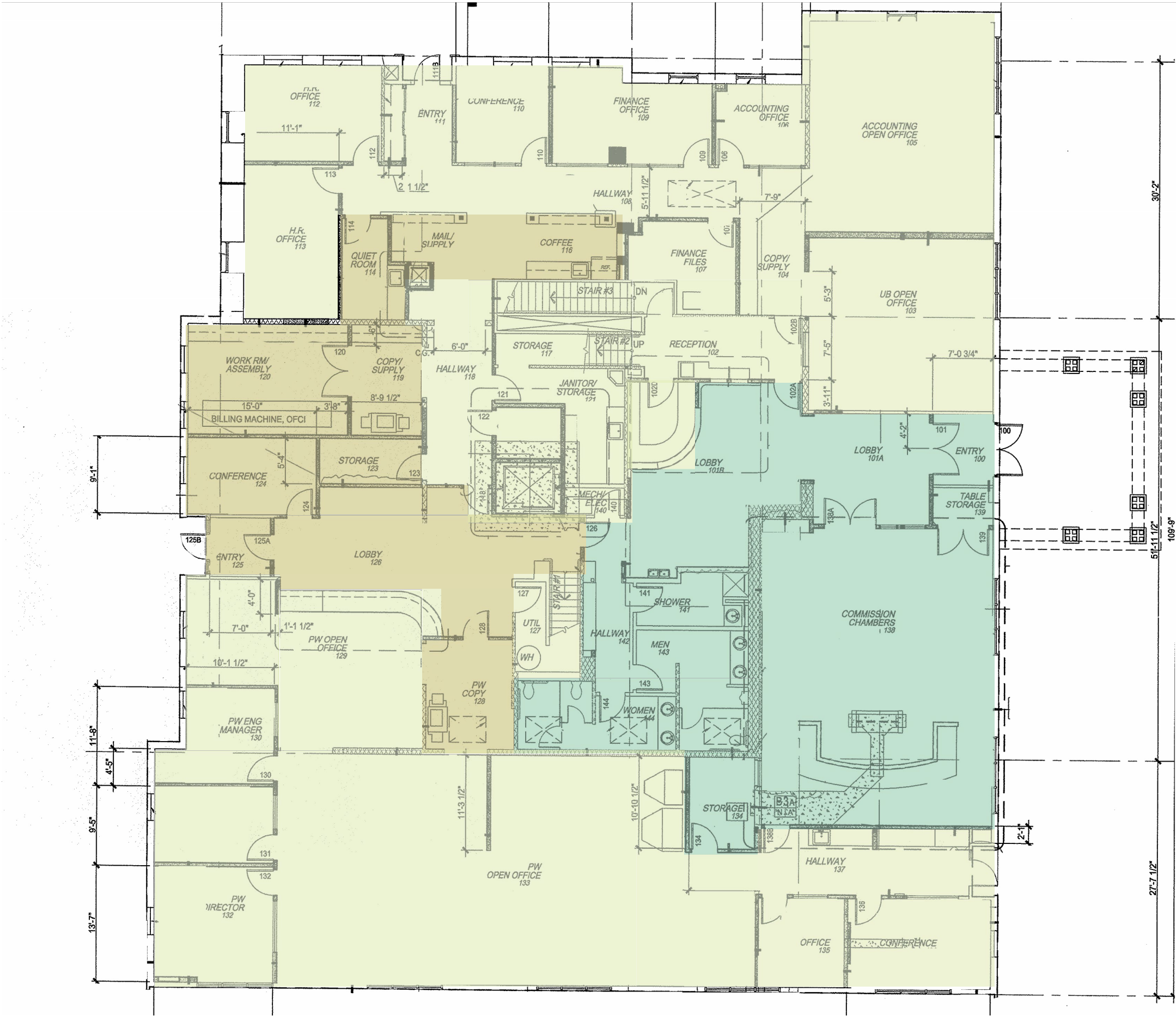
- PROS:
- Good central location
 - The flow of the building works well
 - Multiple entrances/exits is nice to have
- CONS:
- Doesn't have the capacity to house all admin functions of the city
 - Would be nice to have city hall setup as a campus rather than satellite locations
 - Only one set of restrooms for the public
 - Inconsistent temperature
 - Storage of important city information in areas without climate control

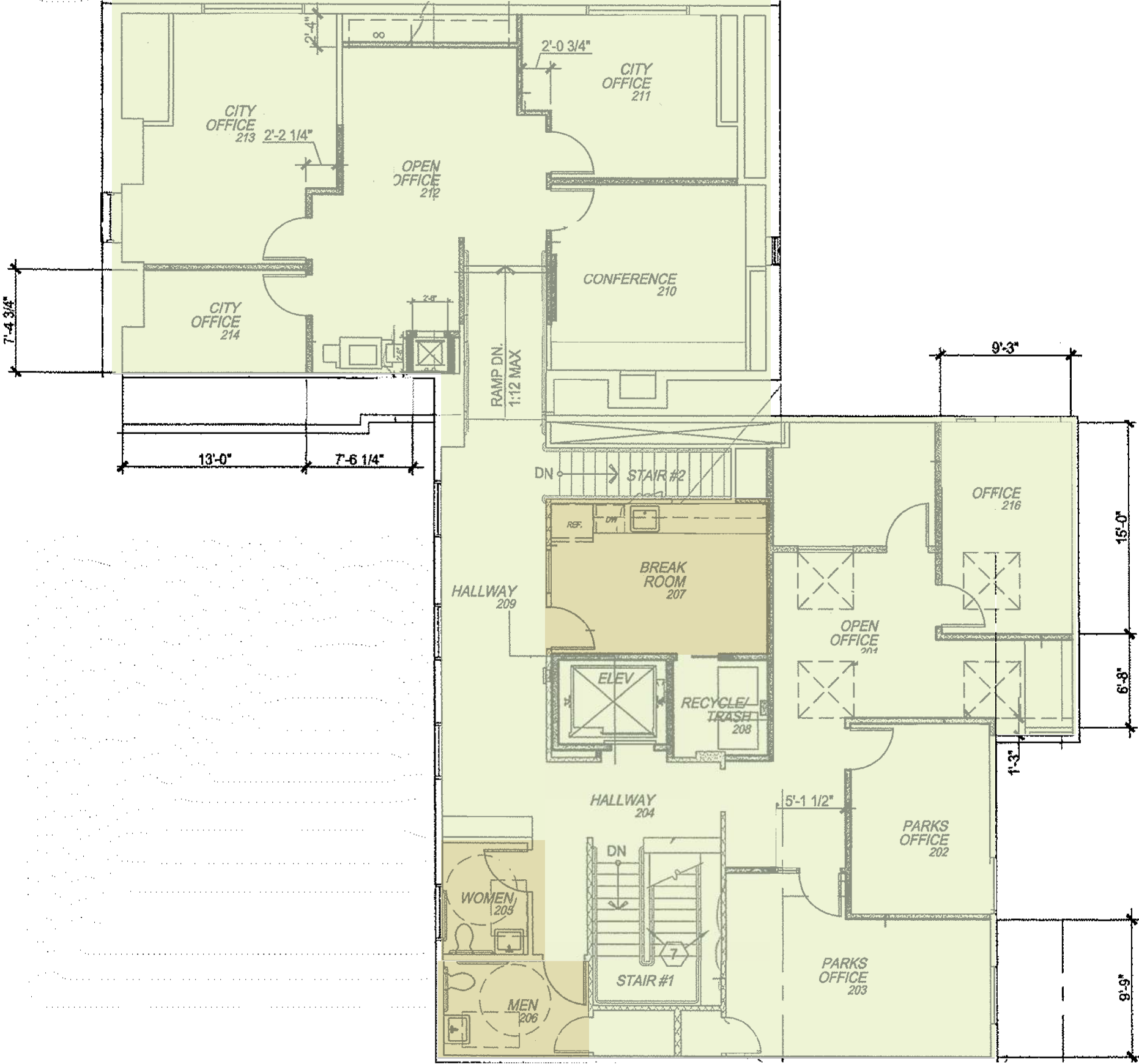
EXISTING BUILDING CONDITIONS

The building overall is in good condition and is well maintained. There are some security access issues at the reception/welcome desk and large meeting room.

PROGRAM BY DEPARTMENT SF

- PUBLIC SPACE
- Commission chambers, lobbies, restrooms, storage
- DEPARTMENT
- Private offices, open office, storage, janitors room, work room assembly
- SHARED SPACE
- Conference room, breakroom, coffee stations, copy room, quiet room, m





PROGRAM BY DEPARTMENT SF

DEPARTMENT

- Private offices, open office, recycle/trash

SHARED SPACE

- Conference room, breakroom, restrooms



*Also known as Community Development Building, Planning Building

DESCRIPTION

The Oregon City Building and Planning building holds one department comprised of two divisions - Building and Planning. The building is primarily used as an department office space with a mix of private and cubicle/open workspaces, public reception desk, one large conference room, and a large public community room that is used for neighborhood meetings and events.

SITE INFO

ADDRESS: 695 Warner Parrott Rd. Oregon City, OR 97045

TOTAL SITE AREA: 1.5 Acres

TOTAL BUILDING SF: 7,000 SF

ZONING: I

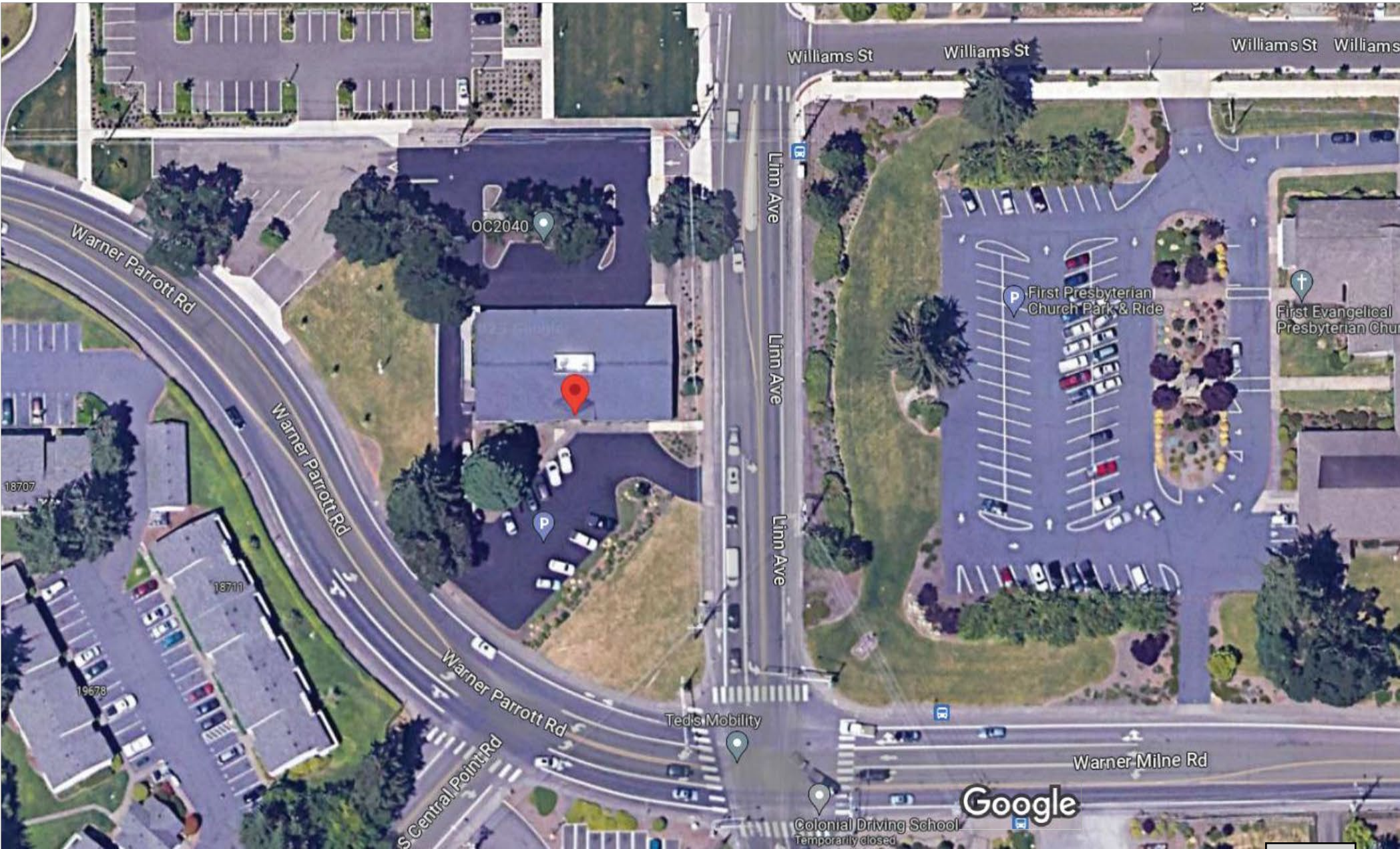
PARKING SUMMARY: 22 Total spaces all in two open lots; 2 are accessible

FACILITY CONDITION ASSESSMENT REPORT

INFORMATION FROM FACILITY CONDITION ASSESSMENT (2021) BY BUREAU VERITAS

0-5%	IN NEW OR WELL-MAINTAINED CONDITION, WITH LITTLE TO NO VISUAL EVIDENCE OF WEAR OR DEFICIENCIES
5-10%	SUBJECTED TO EAR BUT IS STILL IN SERVICEABLE AND FUNCTIONING CONDITION
10-30%	SUBJECTED TO HARD OR LONG-TERM WEAR. NEARING THE END OF ITS USEFUL OR SERVICEABLE LIFE
>30%	HAS REACHED THE END OF THE USEFUL OR SERVICEABLE LIFE. RENEWAL IS NOW NECESSARY

CURRENT FCI	0.0%
3-YEAR	2.9%
5-YEAR	6.7%
10-YEAR	10.3%



- PROS:
- A lot of natural light
 - Several generous cubicles and work spaces

- CONS:
- Very noisy in cubicles
 - No “Mother’s” room/quiet room
 - Break room isn’t large enough to meet staff needs
 - Some cubicles are too small

EXISTING BUILDING CONDITIONS

The existing building is in good shape overall. The thermostat control system is frustrating for the tenants and they have to get the facilities involved every time they would like to change it. Security system updates were requested to align with the other City systems. The tenants would like to have a separate secured entrance for the community room to allow for after hours use.

PROGRAM BY DEPARTMENT SF

PUBLIC SPACE

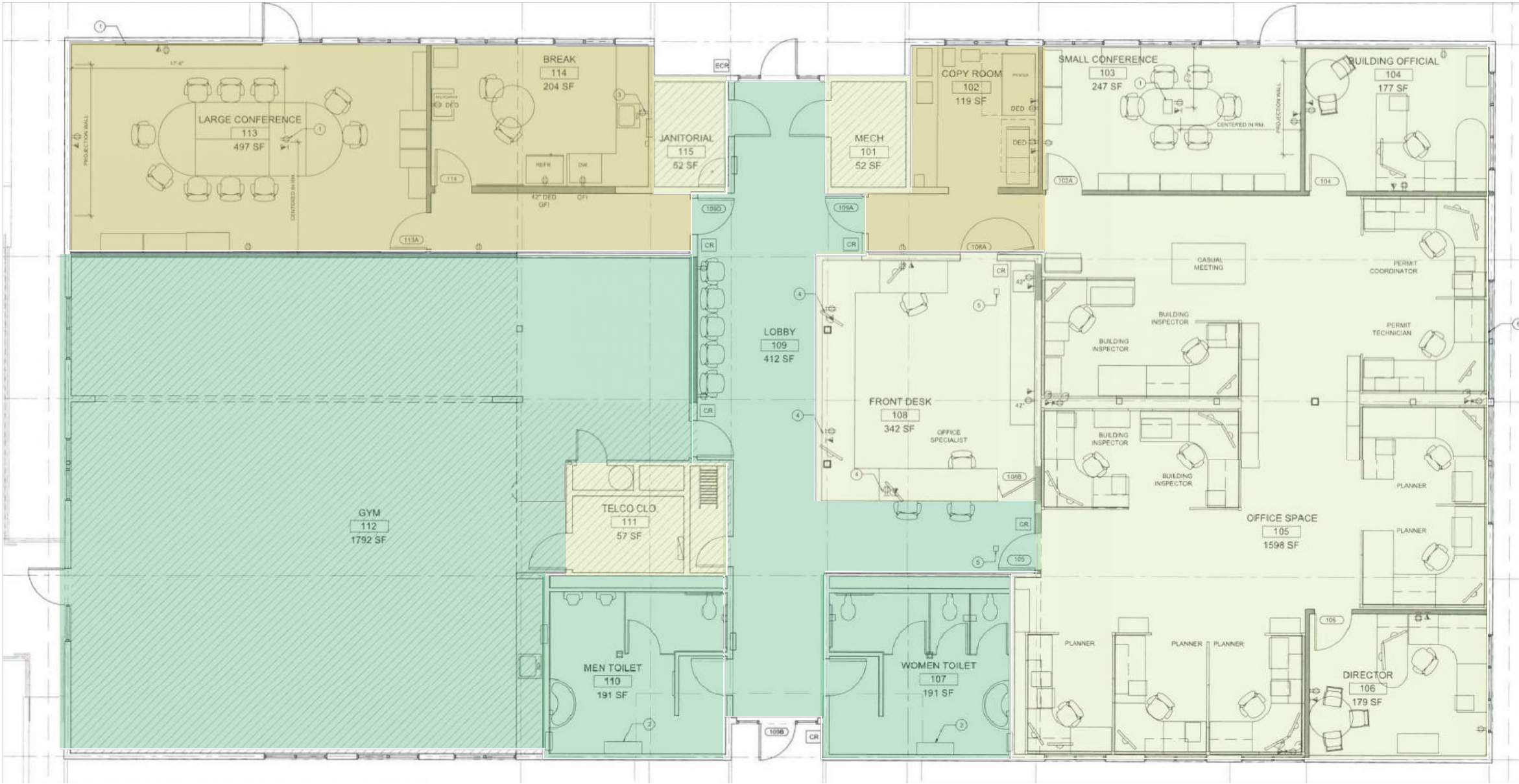
- Community room, reception counter, restrooms

DEPARTMENT

- Private offices, plans examiners department, managers offices, cubicle work stations, assistants

SHARED SPACE

- Conference room, break room, cop





DESCRIPTION

The Ermatinger House is a historical museum open to the public Friday and Saturdays and for arranged school field trip tours. This house is widely used by the public and local events in showing historic art displays, and is a popular field trip stop for schools. The house restoration was completed in 2018. The building is managed by the aquatic manager.

Building falls in the MCD Historic District, MCD Historic designation (designated landmark)

FACILITY CONDITION ASSESSMENT REPORT

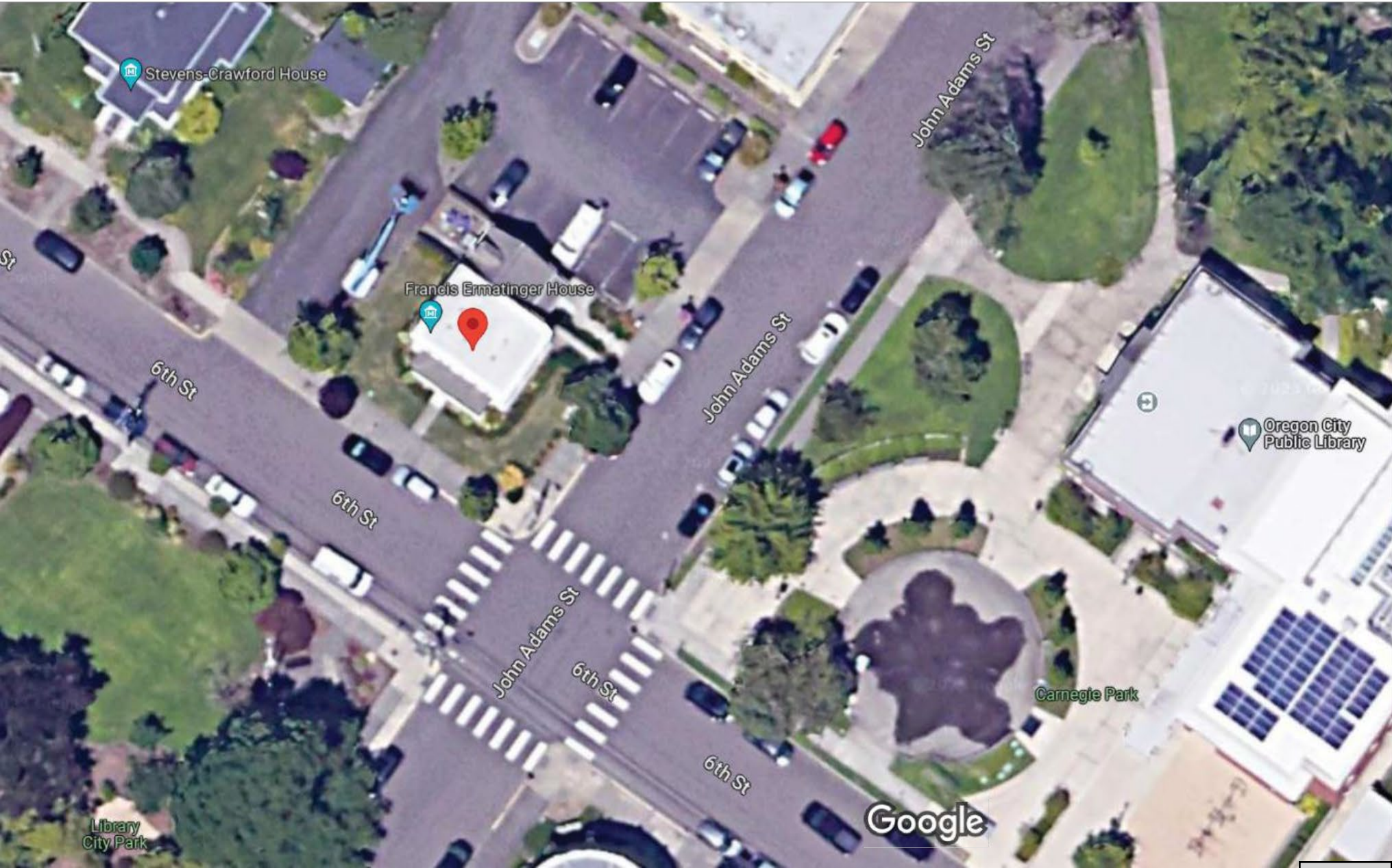
INFORMATION FROM FACILITY CONDITION ASSESSMENT (2021) BY BUREAU VERITAS

0-5%	IN NEW OR WELL-MAINTAINED CONDITION, WITH LITTLE TO NO VISUAL EVIDENCE OF WEAR OR DEFICIENCIES
5-10%	SUBJECTED TO EAR BUT IS STILL IN SERVICEABLE AND FUNCTIONING CONDITION
10-30%	SUBJECTED TO HARD OR LONG-TERM WEAR. NEARING THE END OF ITS USEFUL OR SERVICEABLE LIFE
>30%	HAS REACHED THE END OF THE USEFUL OR SERVICEABLE LIFE. RENEWAL IS NOW NECESSARY

CURRENT FCI	0.0%
3-YEAR	0.0%
5-YEAR	3.1%
10-YEAR	19.9%

SITE INFO

ADDRESS: 619 6th St. Oregon City, OR 97045	ZONING: I/MUC-1
TOTAL SITE AREA: .12 Acres	PARKING SUMMARY: Street parking and shared parking with the library
TOTAL BUILDING SF: 3,300 SF	



LOCATION: **ERMATINGER HOUSE**

POSITIVES & NEGATIVES Item 9a.

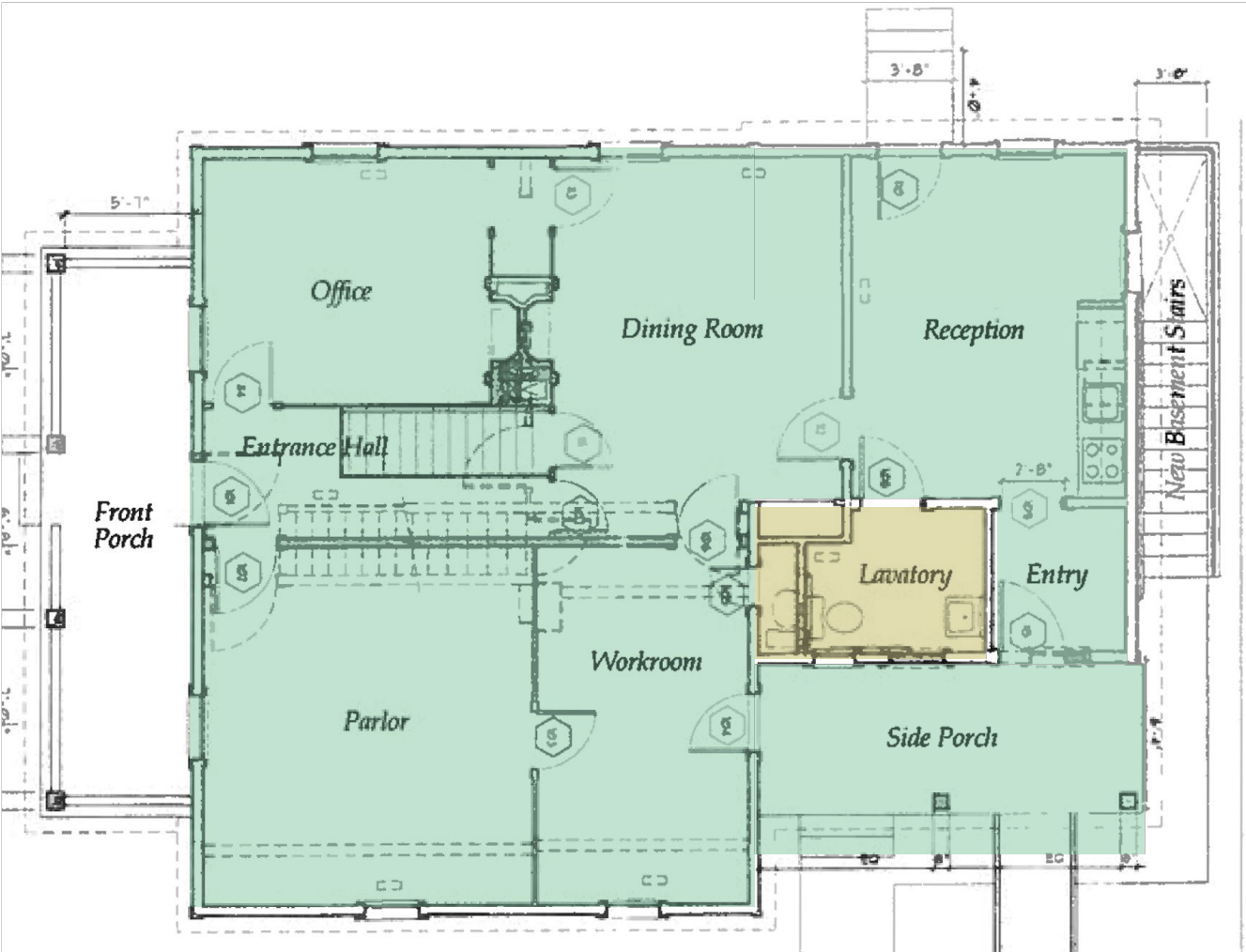
- PROS:
- It is ADA accessible
 - There is a lot of basement storage

- CONS:
- Difficulty with temperature regulation
 - Lack of proper modern exterior products and flashing makes it hard to maintain

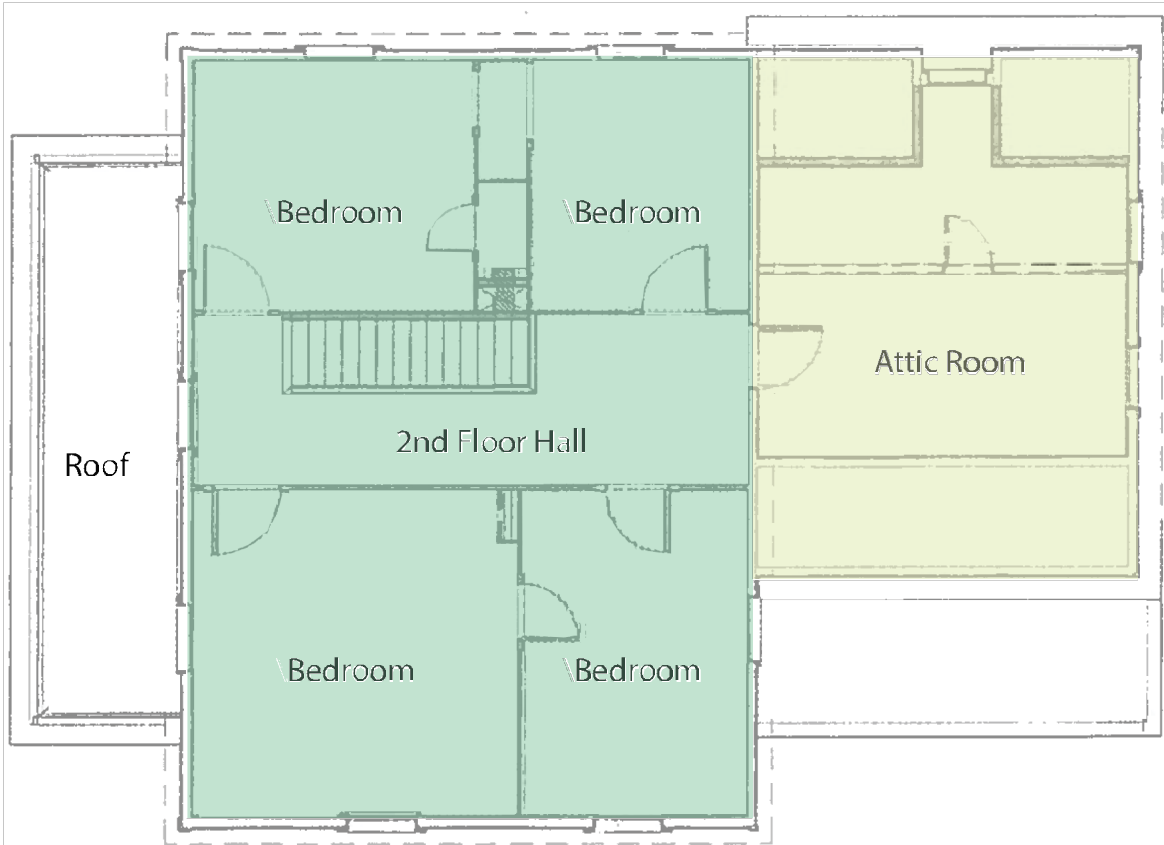
EXISTING BUILDING CONDITIONS

Building was restored in 2018.

1ST FLOOR



2ND FLOOR



***BASEMENT CONTAINS
DEPARTMENT STORAGE**

PROGRAM BY DEPARTMENT SF

PUBLIC SPACE

- Porch, entry, reception area, dining room, parlor, workroom, office, bedrooms, kitchen

DEPARTMENT

- Basement, attic room

SHARED SPACE

- Restroom



LOCATION: **OREGON CITY STATION**

*Also known as - Train Depot, Train Station, Amtrak Train Station, Coasters Crossing

DESCRIPTION

The Oregon City Station building is a former train station. The building has been converted into a restaurant, Coasters Crossing, and is under a long term lease agreement. The train platform and pavilion is under a long term lease agreement with Clackamas Landscape Supply. The tenants maintain the building and site.

SITE INFO

ADDRESS: 1757 Washington St. Oregon City, OR 97045

ZONING: I

TOTAL SITE AREA: 1.37 Acres

PARKING SUMMARY: 46 total spaces all in open lots; 2 are accessible

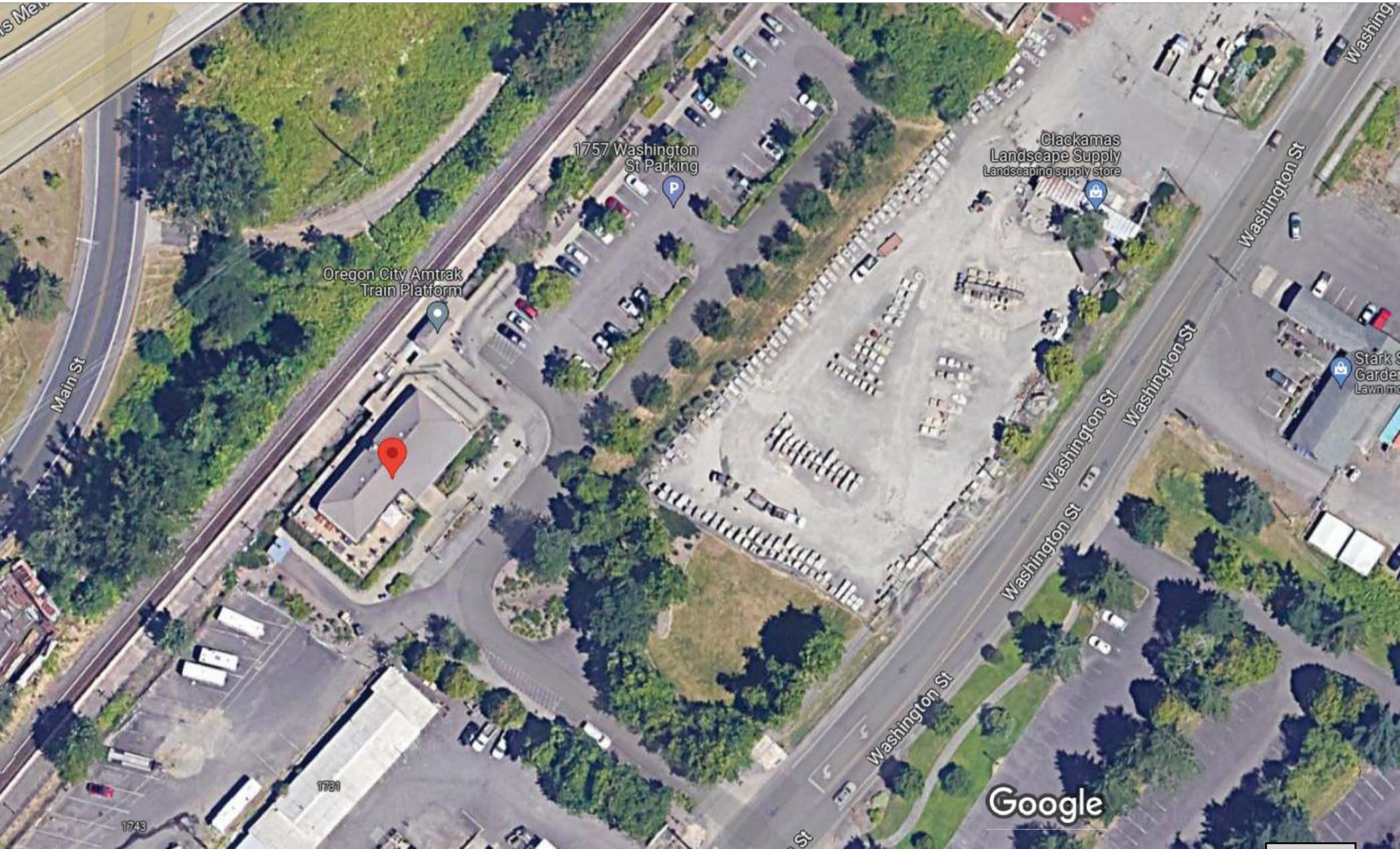
TOTAL BUILDING SF: 2,000 SF

FACILITY CONDITION ASSESSMENT REPORT

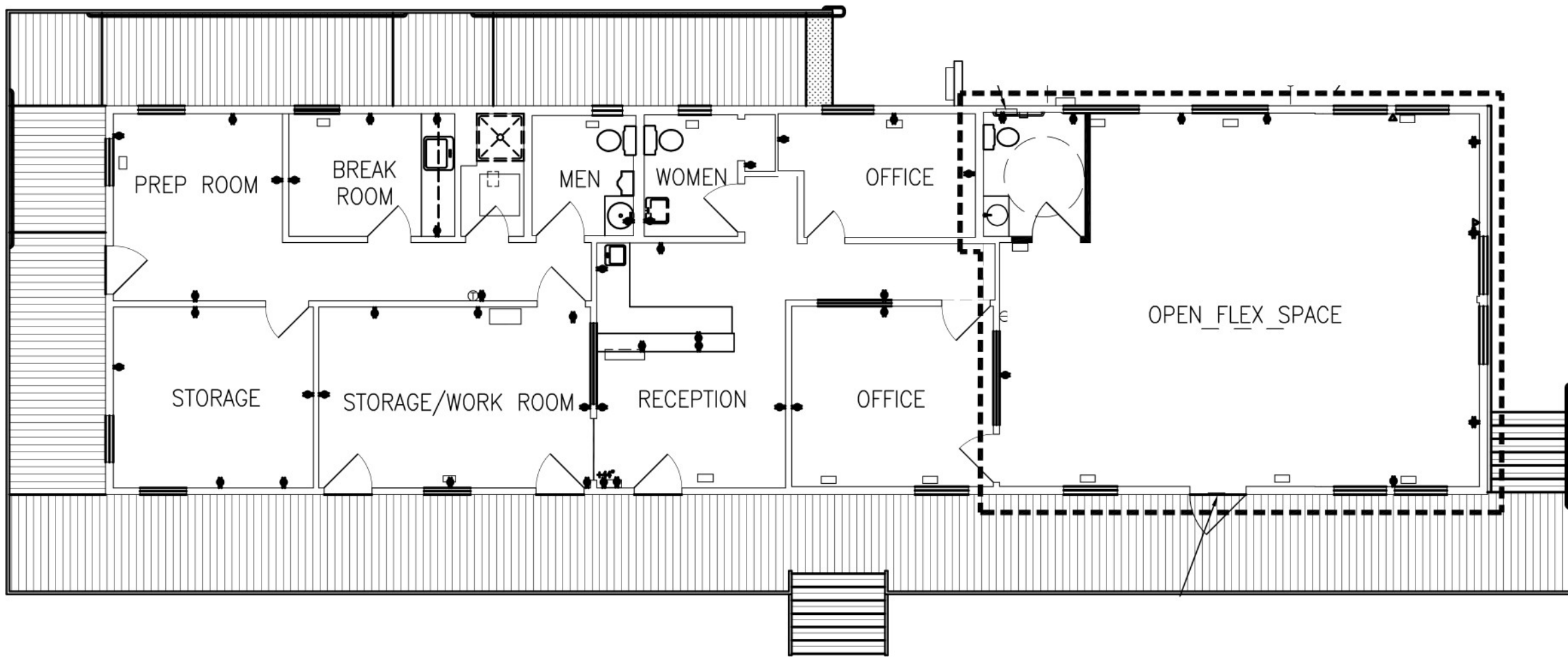
INFORMATION FROM FACILITY CONDITION ASSESSMENT (2021) BY BUREAU VERITAS

0-5%	IN NEW OR WELL-MAINTAINED CONDITION, WITH LITTLE TO NO VISUAL EVIDENCE OF WEAR OR DEFICIENCIES
5-10%	SUBJECTED TO EAR BUT IS STILL IN SERVICEABLE AND FUNCTIONING CONDITION
10-30%	SUBJECTED TO HARD OR LONG-TERM WEAR. NEARING THE END OF ITS USEFUL OR SERVICEABLE LIFE
>30%	HAS REACHED THE END OF THE USEFUL OR SERVICEABLE LIFE. RENEWAL IS NOW NECESSARY

CURRENT FCI	2.4%
3-YEAR	21.7%
5-YEAR	27.0%
10-YEAR	88.6%



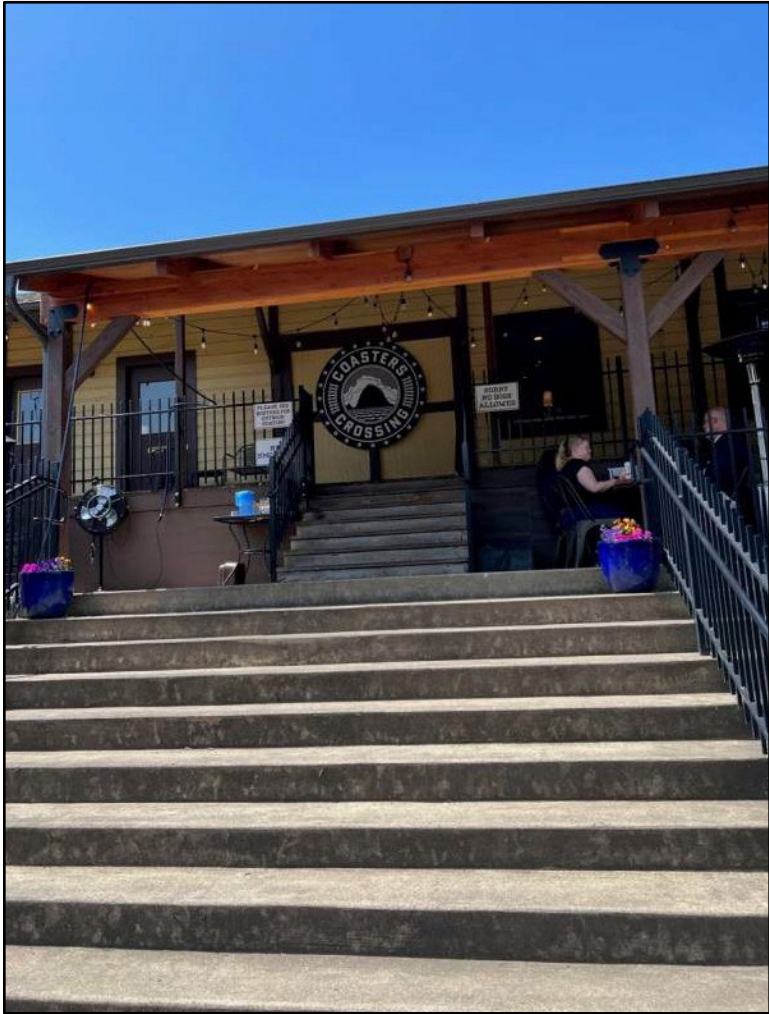
N/A - Under long term lease.



EXISTING BUILDING CONDITIONS

N/A - Under long term lease.

*FLOOR PLAN NOT CURRENT WITH BUILT CONDITIONS



LOCATION: **ROBERT LIBKE PUBLIC SAFETY**

Item 9a.

*Also known as - Libke Center, Public Safety

DESCRIPTION

The Robert Libke Public Safety Building is a new building that opened in 2020. The building contains the Municipal Courthouse, Police Department and Code Enforcement. The east end of the building contains the Municipal Courthouse. The west end of the building contains the Police Department and Code Enforcement. Between the departments is a multipurpose room that acts as the courtroom, Commission Chambers and Emergency Operations Center.

SITE INFO

ADDRESS: Linn Ave. Oregon City, OR 97045

ZONING: I

TOTAL SITE AREA: 8 Acres

PARKING SUMMARY: 162 total; 72 spaces in open lot, 75 spaces in gated police open lot, 15 spaces in carports, and 6 accessible

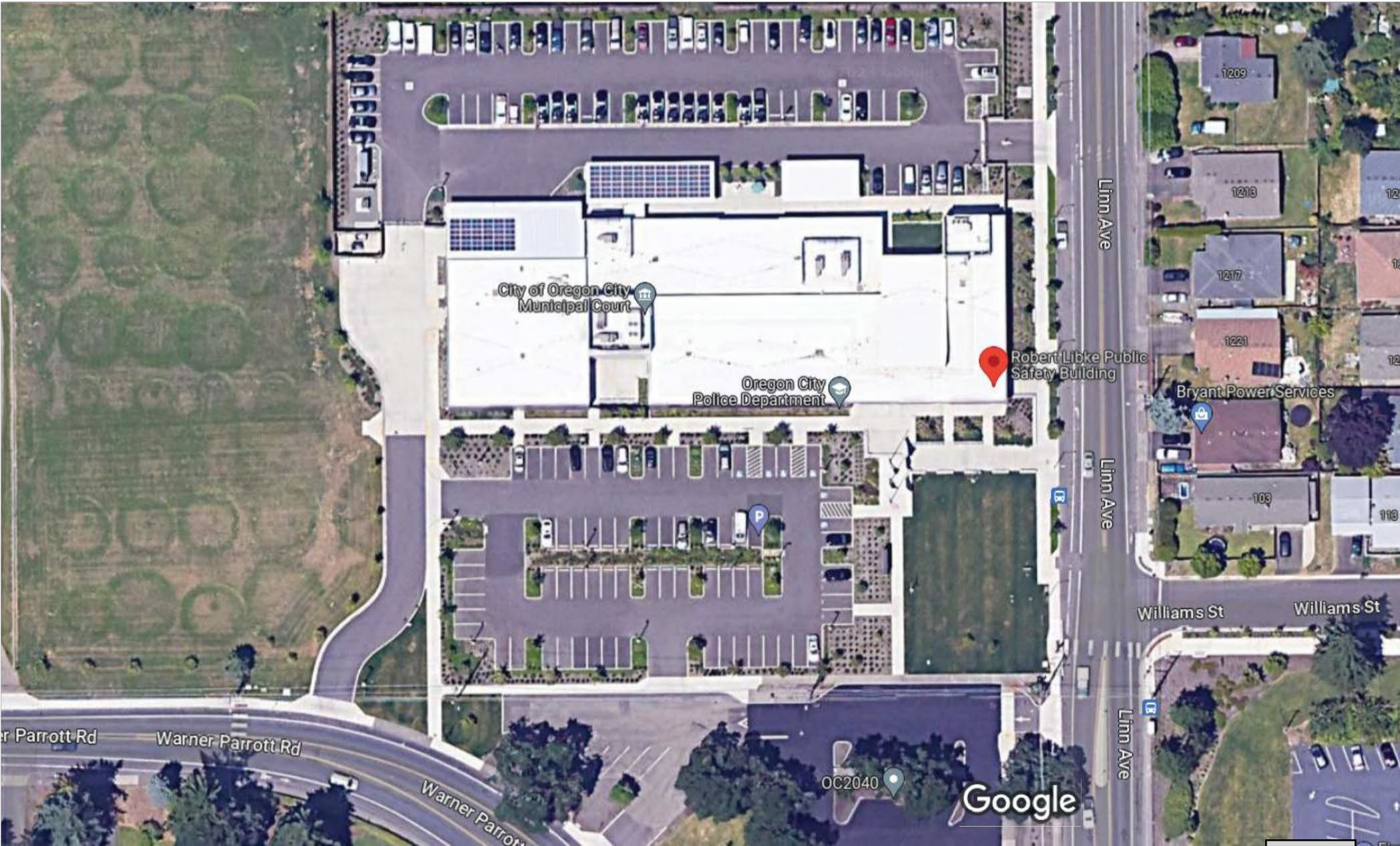
TOTAL BUILDING SF: 33,000 SF

FACILITY CONDITION ASSESSMENT REPORT

INFORMATION FROM FACILITY CONDITION ASSESSMENT (2021) BY BUREAU VERITAS

0-5%	IN NEW OR WELL-MAINTAINED CONDITION, WITH LITTLE TO NO VISUAL EVIDENCE OF WEAR OR DEFICIENCIES
5-10%	SUBJECTED TO EAR BUT IS STILL IN SERVICEABLE AND FUNCTIONING CONDITION
10-30%	SUBJECTED TO HARD OR LONG-TERM WEAR. NEARING THE END OF ITS USEFUL OR SERVICEABLE LIFE
>30%	HAS REACHED THE END OF THE USEFUL OR SERVICEABLE LIFE. RENEWAL IS NOW NECESSARY

CURRENT FCI	0.0%
3-YEAR	0.0%
5-YEAR	0.2%
10-YEAR	2.8%



- Large modern facility with room to grow
- Private secure entrance for evidence review or personal item return
- Secured staff parking for court and police

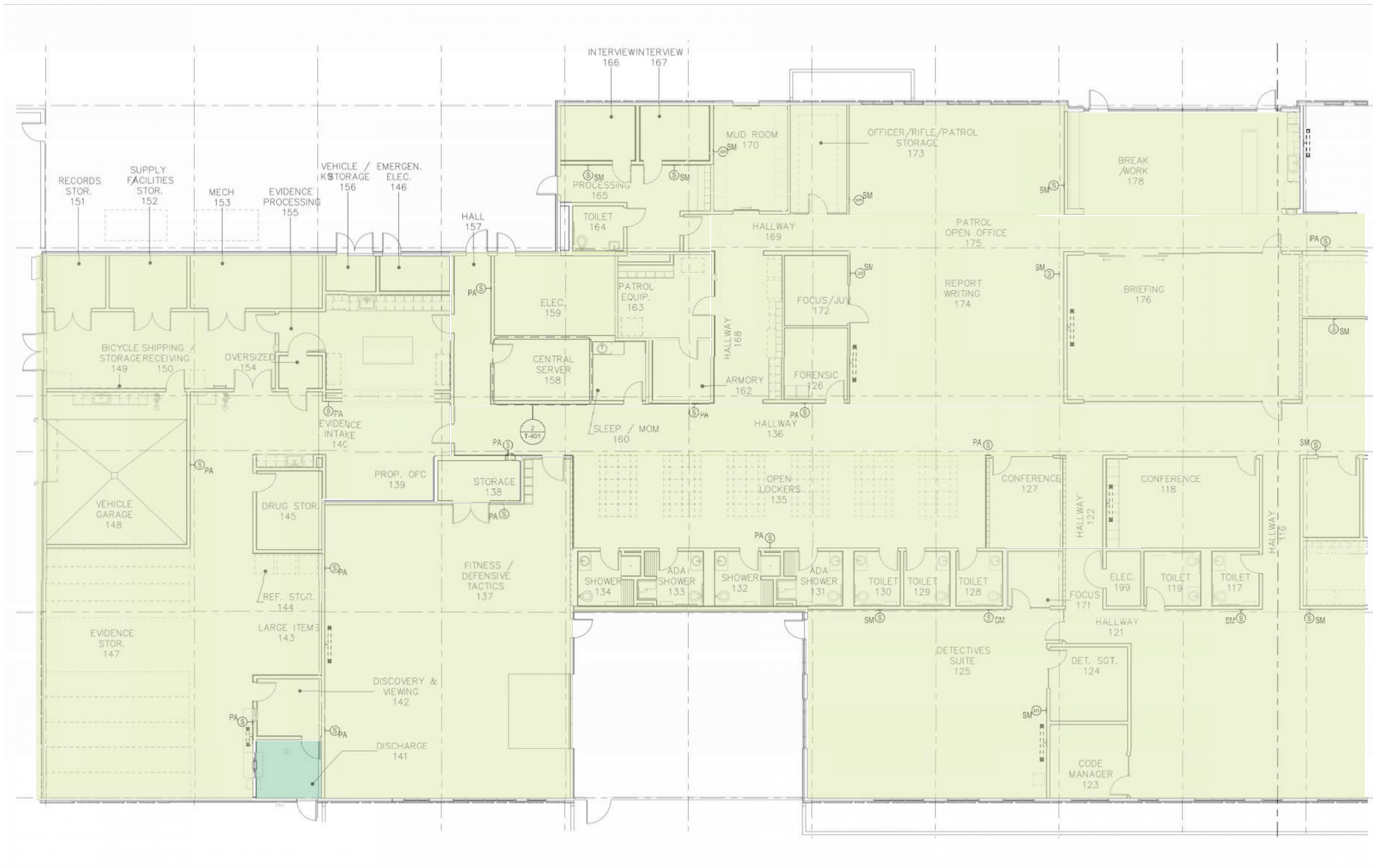
- HVAC system temperature is difficult to manage
- Wood beams creak

Building was completed in 2022. No immediate needs required.

PUBLIC SPACE

- Discharge room

- Private offices, storage rooms, electrical rooms, vehicle garage, patrol equipment, processing, forensics, briefing room, open office, evidence intake, conference room, breakroom, toilet and shower rooms, copy room, mudroom, open lockers, fitness room, sleep room





PROGRAM BY DEPARTMENT SF

PUBLIC SPACE

- Reception counter, lobbies, court room, restrooms

DEPARTMENT

- Private offices, storage rooms, electrical rooms, open office, conference room, break-room, copy room, toilet rooms

