



# **CITY OF OREGON CITY**

## **CITY COMMISSION REGULAR MEETING -**

### **2ND REVISED**

### **AGENDA**

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

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#### **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](mailto:recorderteam@orcity.org) or call 503-496-1509 by 3:00 PM on the day of the meeting to register)*
- *Email [recorderteam@orcity.org](mailto: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.](#) Arbor Month Proclamation

[3b.](#) Hiroshima Peace Tree Proclamation

[3c.](#) Sexual Assault Awareness Month Proclamation

[3d.](#) Arab American Heritage Month Proclamation

- 4. CITIZEN COMMENTS**

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

- 5. PRESENTATIONS**

5a. Library Board Update

- 6. ADOPTION OF THE AGENDA**

## 7. CONSENT AGENDA

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

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

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

[7c.](#) Clackamas County Subrecipient Grant Agreement 23-022 for the 12<sup>th</sup> and Main Street and 13<sup>th</sup> and Main Street ADA Sidewalks and Ramps Improvements Project

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

[7e.](#) Personal Services Agreement with AINW for the Main Street Waterline Improvements 10<sup>th</sup> to 15<sup>th</sup> (CI 21-007)

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

[7g.](#) Minutes of the December 7, 2022 City Commission Regular Meeting

[7h.](#) Minutes of the December 13, 2022 City Commission Work Session

[7i.](#) Minutes of the December 21, 2022 City Commission Regular Meeting

[7j.](#) Minutes of the March 3, 2023 City Commission Goal Setting Retreat

[7k.](#) Minutes of the March 4, 2023 City Commission Goal Setting Retreat

## 8. PUBLIC HEARINGS

## 9. GENERAL BUSINESS

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

[9b.](#) City Commission 2023 – 2025 Goals Discussion

[9c.](#) Street Tree Minor Code Amendments

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

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[9e.](#) Purchase of New Library Circulation Desk

## 10. COMMUNICATIONS

City Manager

Commissioners

Mayor

## 11. ADJOURNMENT

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### PUBLIC COMMENT GUIDELINES

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*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.*

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### ADA NOTICE

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*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.*

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***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](http://www.orcity.org) and available on demand following the meeting. The meeting can be viewed on Willamette Falls Television channel 28 for Oregon City area residents as a rebroadcast. Please contact WFMC at 503-650-0275 for a programming schedule.***



# CITY OF OREGON CITY

## Staff Report

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

**To:** City Commission **Agenda Date:** 03/05/2023  
**From:** Aquilla Hurd-Ravich, Community Development Director

### SUBJECT:

Arbor Month Proclamation

### STAFF RECOMMENDATION:

Staff recommends the Mayor read the Arbor Month Proclamation. Staff will also provide information about planned events.

### EXECUTIVE SUMMARY:

Arbor Month in Oregon City will be observed April 1<sup>st</sup> through 29<sup>th</sup>. Three separate events are planned. These events are open to the public.

### BACKGROUND:

Oregon City will officially celebrate Arbor Month from April 1 through April 29, with three events planned:

#### 1. Oregon City Enhancement Day and Arbor Day Tree Planting at the End of the Oregon Trail Interpretive Center

Location: 1726 Washington Street, Oregon City, OR 97045

Event details: Tree planting and beautification will be focused on the public grounds at End of the Oregon Trail Interpretive Center.

8:30 - Pre-Registration and check in at End of the Oregon Trail Interpretive Center (EOT)

9:00-12:00 - The event will begin at EOT at 9:00 am

12:00-12:30 - Light refreshments will be served following event.

Please bring tools for personal use during event: gloves, shovels, pruners, loppers, rakes, etc. It is also important to dress for the weather.



## 2. Neighborhood Tree planting with Friends of Trees

Location: Chapin Park, 340 Warner Parrott Rd, Oregon City, OR 97045

When: Sat, April 1, 8:45am – 1:00pm

Event details: Dozens of large (6-10' tall) trees will be ready for planting in their new homes, and your help is what makes this community planting possible.

People may request a tree from the Friends of Trees website.

Please arrive by 8:45am to sign-in and be assigned a planting crew. The planting starts at 9:00am.

Friends of Trees will provide gloves, tools, and guidance, as well as light breakfast snacks and coffee/tea/hot chocolate. Volunteers should dress for the weather, wear sturdy shoes/boots that can get dirty, and be ready to have fun!

Registration: Go to <https://friendsoftrees.org/event-calendar/> and select the Oregon City tree planting event.

This event is supported by the City's tree mitigation fund program.

## 3. Hiroshima Peace Tree Dedication Ceremony

When: Saturday, April 29, 2023, from 10:00 AM to noon

Location: The End of the Oregon Trail Interpretive Center. This will be an outdoor event. This event is open to the public

Ginkgo tree seedlings that survived the atomic blast in Hiroshima were sent to communities in 2020 to mark the 75th anniversary of the ending of World War II. Oregon City was one of thirty-six communities to plant a Hiroshima Peace Tree in Oregon between 2020 and 2022. The ceremonial dedication will recognize the significance of this Ginkgo tree and the hope and peace it represents.

A Ginkgo tree, also known as a Hiroshima Peace Tree, was planted in Oregon City in 2020, however, the ceremonial dedication was delayed due to COVID. The city now looks forward to the dedication event, which will include speakers and light refreshments to honor the Ginkgo tree.

# PROCLAMATION

## ARBOR MONTH PROCLAMATION

**Whereas,** trees reduce erosion, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

**Whereas,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

**Whereas,** trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

**Whereas,** Oregon City is celebrating its eleventh year as a Tree City USA; and

**Whereas,** maintaining and increasing the urban forest in Oregon City will help the City withstand the effects of climate change and natural disasters; and

**Whereas,** the City and our Arbor Day partners – Oregon Department of Forestry, Friends of Trees, and Oregon Community Trees – work together throughout the year to plant trees and educate the community about the importance of urban forestry.

**Now, Therefore,** I, Denyse C. McGriff, Mayor of the City of Oregon City, do proclaim:

April 2023

as

Arbor Month in Oregon City

**And,** urge all citizens to celebrate Arbor Month, support efforts to protect our trees and woodlands, and to plant and care for trees to promote the well-being of this and future generations.

**In Witness Whereof,** I have hereunto set my hand this 5th day of April 2023.

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Denyse C. McGriff, Mayor

# PROCLAMATION

## *Peace Tree Proclamation*

WHEREAS: in 2007, Hideko Tamura Snider, a survivor of the bombing of Hiroshima, founded the One Sunny Day Initiative to educate the public about the consequences of the use of nuclear weapons; and

WHEREAS: the One Sunny Day Initiative, through educational presentations and cultural exchange programs plants seeds of peace, hope and reconciliation for all people; and

WHEREAS: in 2017 the One Sunny Day Initiative partnered with Green Legacy Hiroshima to germinate seeds from the Gingko trees that survived the atomic blast for the purpose of planting on public lands as a living connection to events that brought an end to a historic war and the resilience and persistence of life; and

WHEREAS: the City of Oregon City was chosen to host one of the Hiroshima Peace Trees; and

WHEREAS: the City of Oregon City, Oregon Community Trees and the Oregon Department of Forestry have partnered to honor and memorialize the planting of the Hiroshima Peace Tree;

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

**April 29, 2022 as  
"One Sunny Day of Peace"**

And ask all residents to become familiar with the history of the atomic bombing that brought an end to World War II, to recognize the work of its survivors, who have dedicated their lives to remembrance and peace, and to please welcome our connection to this event, a gingko biloba sapling grown from a tree that survived the atomic blast. May this tree bring peace to those who served and future generations.

In Witness Whereof, I have hereunto set my hand this 5<sup>th</sup> day of April, 2023.

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Denyse McGriff, Mayor

# PROCLAMATION

## SEXUAL ASSAULT AWARENESS MONTH (SAAM) 2023

- Whereas,** Sexual Assault Awareness Month (SAAM) calls attention to the fact that sexual violence is widespread and impacts every person in the community. SAAM aims to raise public awareness about sexual violence and educate communities about how to prevent it; and
- Whereas,** systems of oppression such as racism, sexism, classism, heterosexism, ageism, ableism, etc. contribute to higher rates of sexual harassment, assault, and abuse. Unfortunately, those same groups are also the most impacted by inequitable systems of oppression in our society; and
- Whereas,** we recognize that it will take ending all forms of oppression to end sexual violence worldwide. Making a connection between various forms of oppression and the underlying causes of sexual assault is crucial to making holistic and lasting change. However, we cannot do this without recognizing historical injustice and realizing how privilege and complacency reinforce oppression; and
- Whereas,** we can trace a line from sexual violence to systems of oppression. The theme of this year's Sexual Assault Awareness Month campaign is "Drawing Connections: Prevention Demands Equity." The campaign calls on all individuals, communities, organizations, and institutions to change the systems surrounding us to build equity and respect within the community, workplace, and future of our youth; and
- Whereas,** SAAM calls attention to the misconceptions and misinformation about sexual assault, and it is important that we rededicate ourselves to creating a society where sexual assault is not tolerated, survivors are supported, and all persons in our community can live without fear; and
- Whereas,** with proper education we can be successful in reducing this alarming physical and psychologically damaging crime and help survivors heal.

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

April 2023

as

Sexual Assault Awareness Month

**And,** that the Commission encourages all citizens to show support for survivors by wearing teal every Tuesday in April to demonstrate that there is no place for assault.

**In Witness Whereof,** I have hereunto set my hand this 5th day of April 2023.

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Denyse C. McGriff, Mayor

# PROCLAMATION

## ARAB AMERICAN HERITAGE MONTH 2023

- Whereas,** for over a century, Arab Americans have been making valuable contributions to virtually every aspect of American society: in medicine, law, business, education, technology, government, military service, and culture; and
- Whereas,** since migrating to America, men and women of Arab descent have shared their rich culture and traditions with neighbors and friends, while also setting fine examples of model citizens and public officials; and
- Whereas,** they brought with them to America their resilient family values, strong work ethic, dedication to education, and diversity in faith and creed that have added strength to our democracy; and
- Whereas,** Arab Americans have also enriched our society by sharing in the entrepreneurial spirit that makes our nation free and prosperous; and
- Whereas,** they join all Americans in the desire to see a peaceful and diverse society, where every individual is treated equally and feels safe; and
- Whereas,** the incredible contributions and heritage of Arab Americans have helped build a better nation.

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

April 2023

as

Arab American Heritage Month

**And,** that the Commission encourages all citizens to learn and celebrate the important contributions Arab Americans have made in Oregon City, Clackamas County, Oregon, and across America.

**In Witness Whereof,** I have hereunto set my hand this 5th day of April 2023.

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Denyse C. McGriff, Mayor



# CITY OF OREGON CITY

## Staff Report

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

**To:** City Commission  
**From:** Chief of Police Jim Band

**Agenda Date:** 04/05/2023

### **SUBJECT:**

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

### **STAFF RECOMMENDATION:**

Staff recommends the City Commission approve the OLCC Application for Dough Valley, Inc., 407 Beaver Creek Rd., Oregon City

### **EXECUTIVE SUMMARY:**

The attached application is for an OLCC Full On-Premises, Commercial license for Dough Valley, Inc.

### **BACKGROUND:**

The Oregon City Police Department ran a background check on Kun Jiang, and he is eligible to hold a liquor license. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

### **OPTIONS:**

1. Approve the OLCC Application for Dough Valley, Inc. – Oregon City
2. Deny the OLCC Application for Dough Valley, Inc. – Oregon City

# LIQUOR LICENSE APPLICATION

Item 7a.

Page 1 of 4

Check the appropriate license request option:

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

Select the license type you are applying for.

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

## Full On-Premises

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

## Winery

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

## Brewery

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

## Brewery-Public House

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

## Grower Sales Privilege

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

## Distillery

- ☐ Primary location  
Additional tasting locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th ☐ 6th

## ☐ Limited On-Premises

## ☐ Off Premises

## ☐ Warehouse

## ☐ Wholesale Malt Beverage and Wine

## INTERNAL USE ONLY

**Local Governing Body:** After providing your recommendation, return this application to the applicant.

## LOCAL GOVERNING BODY USE ONLY

**City/County name:**

Optional: Date Stamp

- ☐ Recommend this license be granted  
☐ Recommend this license be denied

Printed Name

Date

# 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:

Name of entity or individual applicant #2:

dough valley inc

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):

dough valley

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

407 beaver creek Rd

City:

Oregon city

Zip Code:

97045

County:

clackamas

Business phone number:

9713003088

Business email:

doughvalley2023@gmail.com

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

407 beaver creek Rd

City:

Oregon city

State:

Oregon

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

**AUTHORIZED REPRESENTATIVE** – A liquor applicant or licensee may give a representative authorization to make changes to the license or application on behalf of the licensee or to receive information about a license or application.

I give permission for the below named representative to:

☒ Make changes regarding this license/application on my behalf.

☒ Receive information about the status of this application, including information about pending compliance action or communications between OLCC and the licensee/applicant.

Representative Name:

Kun Jiang

Phone number:

503 5755288

Email:

kunjiang1983@gmail.com

Mailing address:

20100 S meyers Rd

City:

Oregon city

State:

Oregon

Zip Code:

97045

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# LIQUOR LICENSE APPLICATION

Item 7a.

Page 3 of 4

**APPLICATION CONTACT INFORMATION** – Provide the point of contact for this application. If this individual is not an applicant or licensee, the Authorized Representative section must be filled in and the appropriate permission(s) must be selected.

Application Contact Name:

Kun Jiang

Phone number:

503 575 5288

Email:

kunjiang1983@gmail.com

## TERMS

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

## ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

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

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# LIQUOR LICENSE APPLICATION

Item 7a.

Page 4 of 4

- Each applicant listed in the "Application Information" section of this form has read and understands OLCC 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.

|                                |                                 |                           |                                    |
|--------------------------------|---------------------------------|---------------------------|------------------------------------|
| <u>Kun Jiang</u><br>Print name | <u>[Signature]</u><br>Signature | <u>02/10/2023</u><br>Date | <br>Atty. Bar Info (if applicable) |
| <br>Print name                 | <br>Signature                   | <br>Date                  | <br>Atty. Bar Info (if applicable) |
| <br>Print name                 | <br>Signature                   | <br>Date                  | <br>Atty. Bar Info (if applicable) |
| <br>Print name                 | <br>Signature                   | <br>Date                  | <br>Atty. Bar Info (if applicable) |

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OREGON LIQUOR & CANNABIS COMMISSION  
**LIQUOR LICENSE APPLICATION**

Item 7a.

### Instructions

1. **Complete and sign** this application.
2. **Email the application** to [OLCC.LiquorLicenseApplication@Oregon.Gov](mailto:OLCC.LiquorLicenseApplication@Oregon.Gov)
3. **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 replace a Limited On-Premises sales license with a Full On-Premises sales license.
- **Lesser Privilege:** The request to replace a Full On-Premises sales license with a Limited 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 on page 2 is an entity (such as a corporation or limited liability company), at least one individual who is authorized to sign for 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 below Authorized Representative area on page 2 as the applicant/licensee and/or
- Provide a Power of Attorney document showing the permissions allowable on the behalf of the applicant/licensee with this submission

*Please note that applicants/licensees are responsible for all information provided on this form, even if an authorized representative or individual with authority signs on behalf of the applicant.*

For help with this application or any related documents or processes, email [olcc.alcohollicensing@oregon.gov](mailto:olcc.alcohollicensing@oregon.gov).



# CITY OF OREGON CITY

## Staff Report

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

**To:** City Commission  
**From:** City Manager Tony Konkol

**Agenda Date:** 04/05/2023

### **SUBJECT:**

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

### **STAFF RECOMMENDATION:**

Staff recommends the City Commission approve the OLCC Application for Lucky Hearts, Inc. (dba Golden Taste Restaurant), 904 Molalla Ave., Oregon City

### **EXECUTIVE SUMMARY:**

The attached application is for an OLCC Full On-Premises, Commercial license for Lucky Hearts, Inc. (dba Golden Taste Restaurant)

### **BACKGROUND:**

The Oregon City Police Department ran a background check on Yan Chen, and he is eligible to hold a liquor license. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

### **OPTIONS:**

1. Approve the OLCC Application for Lucky Hearts, Inc. – Oregon City
2. Deny the OLCC Application for Lucky Hearts, Inc. – Oregon City



OREGON LIQUOR CONTROL COMMISSION

## LIQUOR LICENSE APPLICATION



1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

| License Applied For:                                                                                                | CITY AND COUNTY USE ONLY                                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Brewery 1 <sup>st</sup> Location                                                           | Date application received and/or date stamp:                                                                                                                                        |
| Brewery Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/> | Name of City or County:                                                                                                                                                             |
| <input type="checkbox"/> Brewery-Public House (BPH) 1 <sup>st</sup> location                                        | Recommends this license be:                                                                                                                                                         |
| BPH Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>     | <input type="checkbox"/> Granted <input type="checkbox"/> Denied                                                                                                                    |
| <input type="checkbox"/> Distillery                                                                                 | By: _____                                                                                                                                                                           |
| <input checked="" type="checkbox"/> Full On-Premises, Commercial                                                    | Date: _____                                                                                                                                                                         |
| <input type="checkbox"/> Full On-Premises, Caterer                                                                  |                                                                                                                                                                                     |
| <input type="checkbox"/> Full On-Premises, Passenger Carrier                                                        |                                                                                                                                                                                     |
| <input type="checkbox"/> Full On-Premises, Other Public Location                                                    |                                                                                                                                                                                     |
| <input type="checkbox"/> Full On-Premises, For Profit Private Club                                                  |                                                                                                                                                                                     |
| <input type="checkbox"/> Full On-Premises, Nonprofit Private Club                                                   |                                                                                                                                                                                     |
| <input type="checkbox"/> Grower Sales Privilege (GSP) 1 <sup>st</sup> location                                      |                                                                                                                                                                                     |
| GSP Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>     |                                                                                                                                                                                     |
| <input type="checkbox"/> Limited On-Premises                                                                        |                                                                                                                                                                                     |
| <input type="checkbox"/> Off-Premises                                                                               |                                                                                                                                                                                     |
| <input type="checkbox"/> Warehouse                                                                                  |                                                                                                                                                                                     |
| <input type="checkbox"/> Wholesale Malt Beverage & Wine                                                             |                                                                                                                                                                                     |
| <input type="checkbox"/> Winery 1 <sup>st</sup> Location                                                            |                                                                                                                                                                                     |
| Winery Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>  |                                                                                                                                                                                     |
| (4 <sup>th</sup> ) <input type="checkbox"/> (5 <sup>th</sup> ) <input type="checkbox"/>                             |                                                                                                                                                                                     |
|                                                                                                                     | <b>OLCC USE ONLY</b><br>Date application received: <b>12-3-22</b><br>Date application accepted: <b>12-3-22</b><br>License Action(s): <b>C/O C/TN</b><br><b>chad.gray@oregon.gov</b> |

2. Identify the applicant(s) applying for the license(s). **ENTITY (example: corporation or LLC) or INDIVIDUAL(S)**<sup>1</sup> applying for the license(s):

Lucky Hearts Inc

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

|                                                                                                                             |                     |                   |
|-----------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------|
| <b>3. Trade Name of the Business (Name Customers Will See)</b><br>Golden Taste Restaurant                                   |                     |                   |
| <b>4. Business Address (Number and Street Address of the Location that will have the liquor license)</b><br>904 Molalla Ave |                     |                   |
| City<br>Oregon City                                                                                                         | County<br>Clackamas | Zip Code<br>97045 |

<sup>1</sup> **Read the instructions on page 1 carefully.** If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.



OREGON LIQUOR CONTROL COMMISSION

# LIQUOR LICENSE APPLICATION

|                                                                                                                                                                                                                   |      |                                                                                             |                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------------------------------------------------------------------------------------------|------------------------------|
| 5. Trade Name of the Business (Name Customers Will See)<br><b>Golden Taste Restaurant</b>                                                                                                                         |      |                                                                                             |                              |
| 6. Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                                                                           |      |                                                                                             |                              |
| 7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                                                                        |      |                                                                                             |                              |
| 8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in <u>OAR 845-004-0065[1]</u> )<br>904 Molalla Ave |      |                                                                                             |                              |
| City Oregon City                                                                                                                                                                                                  |      | State OR                                                                                    | Zip Code 97045               |
| 9. Phone Number of the Business Location<br>503-655-0077                                                                                                                                                          |      | 10. Email Contact for this Application and for the Business<br>wei.zhong@goldenbellmgmt.com |                              |
| 11. Contact Person for this Application<br>Wei Zhong                                                                                                                                                              |      |                                                                                             | Phone Number<br>503-888-9391 |
| Contact Person's Mailing Address (if different)                                                                                                                                                                   | City | State                                                                                       | Zip Code                     |

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

### ATTESTATION: \*\*READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM\*\*

I understand that marijuana is **prohibited** on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. 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.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

### Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one **INDIVIDUAL who is authorized to sign for the entity** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. **Applicants are still responsible for all information on this form.**

Lucky Hearts Inc

App #1: (PRINT NAME)

App #1: (SIGNATURE)

App #1: Signature Date

Atty. Bar Information (if applicable)

App #2: (PRINT NAME)

App #2: (SIGNATURE)

App #2: Signature Date

Atty. Bar Information (if applicable)

App #3: (PRINT NAME)

App #3: (SIGNATURE)

App #3: Signature Date

Atty. Bar Information (if applicable)

App #4: (PRINT NAME)

App #4: (SIGNATURE)

App #4: Signature Date

Atty. Bar Information (if applicable)



# OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Lucky Hearts Inc

Phone: 503-380-8308

Trade Name (dba): Golden Taste Restaurant

Business Location Address: 904 Molalla Ave

City: Oregon City

ZIP Code: 97045

## DAYS AND HOURS OF OPERATION

### Business Hours:

Sunday 11:00 am to 9:00 pm  
Monday 11:00 am to 9:00 pm  
Tuesday 11:00 am to 9:00 pm  
Wednesday 11:00 am to 9:00 pm  
Thursday 11:00 am to 9:00 pm  
Friday 11:00 am to 9:30 pm  
Saturday 11:00 am to 9:30 pm

### Outdoor Area Hours:

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

The outdoor area is used for:

☐ Food service Hours: \_\_\_\_\_ to \_\_\_\_\_  
☐ Alcohol service Hours: \_\_\_\_\_ to \_\_\_\_\_  
☐ Enclosed, how \_\_\_\_\_

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

\_\_\_\_\_  
(Investigator's Initials)

Seasonal Variations: ☐ Yes ☒ No If yes, explain: \_\_\_\_\_

## ENTERTAINMENT

Check all that apply:

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

## DAYS & HOURS OF LIVE OR DJ MUSIC

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

## SEATING COUNT

Restaurant: 80

Outdoor: \_\_\_\_\_

Lounge: 25

Other (explain): \_\_\_\_\_

Banquet: \_\_\_\_\_

Total Seating: 105

### OLCC USE ONLY

Investigator Verified Seating: (Y) X (N)

Investigator Initials: CMG

Date: 2-7-23

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

Applicant Signature: \_\_\_\_\_

Date: 12/3/2022

1-800-452-OLCC (6522)

[www.oregon.gov/olcc](http://www.oregon.gov/olcc)

(rev. 12/07)



# 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:** 04/05/2023

### SUBJECT:

Clackamas County Subrecipient Grant Agreement 23-022 for the 12<sup>th</sup> and Main Street and 13<sup>th</sup> and Main Street ADA Sidewalks and Ramps Improvements Project

### STAFF RECOMMENDATION:

Authorize approval of Clackamas County Subrecipient Grant Agreement 23-022 with Clackamas County for the 12<sup>th</sup> and Main Street and 13<sup>th</sup> and Main Street ADA Sidewalks and Ramps Improvements Project (CI 22-013).

### EXECUTIVE SUMMARY:

Oregon City was awarded a Community Development Block Grant (CDBG) in the amount of \$432,600 to perform ADA Sidewalk and Ramp improvements on Main Street at the intersections of 12<sup>th</sup> and 13<sup>th</sup> Streets. The project will make the intersections compliant with the Americans with Disabilities Act. Approving Clackamas County Subrecipient Grant Agreement 23-022 will allow the City to move forward with the consultant procurement and construction phase.

### BACKGROUND:

The Community Development Block Grant (CDBG) is a federally funded program managed by Clackamas County. The CDBG program is intended to strengthen and improve neighborhoods throughout Clackamas County through the use of funding received from the federal Department of Housing and Urban Development (HUD). CDBG funds are awarded through a process that involves citizen participation and coordination with participating cities within Clackamas County. To receive CDBG funding, a proposed project must:

- meet a national objective of the CDBG program
- be an eligible activity under federal CDBG regulations
- have a commitment of matching resources equal to at least 20% of the total project cost



- meet other funding criteria of Clackamas County's Community Development Program

The Downtown Bicycle and Pedestrian Needs Inventory completed in 2021 identified the following concerns with the intersections included in the grant:

- Main Street & 12<sup>th</sup> Street: High traffic volumes, faded crosswalk striping, and poor sightlines at some corners make for an uncomfortable pedestrian and bicyclist experience.
- Main Street & 13<sup>th</sup> Street: High traffic volumes and speeds, and no crosswalk striping, make for an uncomfortable pedestrian and bicyclist crossing experience.

The proposed project includes ADA ramp improvements on Main Street at the intersections of 12<sup>th</sup> and 13<sup>th</sup> Street. The existing intersections contain non-compliant ADA ramps, as well as long, uncomfortable crossings. The intersections are proposed to receive new ADA- compliant ramps as well as curb “bulb outs” which shorten the crossing distance for pedestrians (when appropriate), slow traffic, and control turning maneuvers which is anticipated to improve safety of the intersections for all users. The attached exhibits show a concept of the proposed project. The design phase of the project will include a review for the applicability of the bulb outs on all corners.

The Oregon City grant award from the Clackamas County Community Development Block Grant (CDBG) is in the amount of \$432,600 to perform ADA sidewalk and ramp improvements on Main Street at the intersections of 12<sup>th</sup> and 13<sup>th</sup> Street. The City is required to provide a 20% match, in the amount of \$87,520, for a total project cost of \$520,120. The project will make the intersections compliant with the Americans with Disabilities Act.

#### **OPTIONS:**

1. Authorize the City Manager to execute the Clackamas County Subrecipient Grant Agreement 23-022.
2. Deny the Clackamas County Subrecipient Grant Agreement 23-022. If the Commission chooses to deny the agreement, staff requests direction on how to proceed.

#### **BUDGET IMPACT:**

Amount: \$432,600 Revenue  
 FY(s): FY 2023-24  
 Funding Source(s): Transportation SDC

**CLACKAMAS COUNTY, OREGON**  
**SUBRECIPIENT GRANT AGREEMENT 23-022**

Project Name: **CDBG FY2022 City of Oregon City – ADA Sidewalks & Ramps Improvements**

Project Number: **6402 22200 - XXXX**

This Agreement is between **Clackamas County**, Oregon, acting by and through its  
Health, Housing and Human Services Department,  
Housing & Community Development Division ("COUNTY")  
and **City of Oregon City** ("SUBRECIPIENT"), a Local Government of Clackamas County.

**Clackamas County Data**

Grant Accountant: **Ellen van Waardenburg Stein**      Program Manager: **Amy Council**

Clackamas County – Finance

2051 Kaen Road

Oregon City, OR 97045

Phone: 503-742-5422

Email: [evanwaardenburg@clackamas.us](mailto:evanwaardenburg@clackamas.us)

Clackamas County – HCCD

2051 Kaen Road, Suite 245

Oregon City, OR 97045

Phone: 971-349-2949

Email: [acouncil@clackamas.us](mailto:acouncil@clackamas.us)

**Subrecipient Data**

Finance/Fiscal Representative: **Dayna Webb**

Program Representative: **Dayna Webb**

City of Oregon City

PO Box 3040

13895 Fir Street

Oregon City, OR 97045

Phone: 971-204-4633

Email: [dwebb@orccity.org](mailto:dwebb@orccity.org)

City of Oregon City

PO Box 3040

13895 Fir Street

Oregon City, OR 97045

Phone: 971-204-4633

Email: [dwebb@orccity.org](mailto:dwebb@orccity.org)

UEI: R9QKAFGEQ293

**RECITALS**

1. This Agreement is entered into between COUNTY and SUBRECIPIENT to provide a basis for a cooperative working relationship for the purpose of implementing the Federal Community Development Block Grant program ("CDBG"), a program of the U.S. Department of Housing and Urban Development ("HUD"), and regulations adopted under Subchapter C, 24 CFR Part 570, as amended, and Public Law 93-383 as amended. The program is designed to provide CDBG funds to SUBRECIPIENT to support multiple sidewalk and ramps improvements to meet ADA compliance along two main intersections in the city of Oregon City.
2. COUNTY has applied for and expects to receive CDBG funds from HUD under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 ("Act").
3. Funds provided by COUNTY shall be used for expenditures for **City of Oregon City**, a Clackamas County local government responsible for providing public safety improvements to the community.

4. In response to a Congressional directive, HUD has required all recipients to use funds provided pursuant to this Agreement for eligible activities as described in 24 CFR 570.201(c), and agrees not to use such funds for any ineligible activity described in 24 CFR 570.207.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this "Agreement") the COUNTY and SUBRECIPIENT agree as follows:

### AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on December 31, 2023, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **March 1, 2023**, and expiring **December 31, 2023**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in the attached Exhibit A: Subrecipient Scope of Work. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement. Real property under SUBRECIPIENT's control that is acquired or improved with CDBG funds provided under this Agreement shall be used to meet one of the national objectives set forth in 24 CFR 570.208 until five years after closeout of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations, including Subpart C of Title I of the Housing and Community Act of 1974. Furthermore, SUBRECIPIENT shall comply with the requirements of CDBG award number B22-UC-41-0001 that is the source of the grant funding, in addition to compliance with requirements of Title I of the *Code of Federal Regulations* ("CFR"), Title 24, Part 570. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and to execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Community Development Block Grant (Assistance Listing #: 14.218) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification #B22-UC-41-0001). The maximum, not to exceed, grant amount COUNTY will pay is \$432,600. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
  - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement; or

- b. Mutual agreement by COUNTY and SUBRECIPIENT.
- c. Written notice provided by COUNTY that HUD has determined CDBG funds are no longer available for this purpose.
- d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CDBG funds shall remain with COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

- a. Has already accrued hereunder;
- b. Comes into effect due to the expiration or termination of the Agreement; or
- c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. SUBRECIPIENT shall further transfer any accounts receivable attribute to the use of the CDBG funds provided under this Agreement to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
  - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT. Additionally, SUBRECIPIENT agrees to use funds provided only for eligible activities as described in 24 CFR 570 Subpart C.
  - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.

- e) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- f) **Indirect Cost Recovery.** SUBRECIPIENT waives indirect cost recovery on this Agreement.
- g) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- h) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- i) **Performance Reporting.** HMIS reporting is not a requirement of this Agreement. SUBRECIPIENT shall expend CDBG funds to support the public safety and ADA compliance for the community. Documentation shall be provided through submission of a close-out report on all persons served. The report is included as Exhibit E and shall be submitted to the COUNTY with the final invoice.
- j) **Match.** SUBRECIPIENT is required to provide 20% match as outlined in **Exhibit B: Budget.**
- k) **Evaluation.** SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designed by COUNTY or HUD, and to make available all information required by any such evaluation process.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by COUNTY or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- m) **Specific Conditions.** None.
- n) **Grantor Recognition.** SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this Agreement.
- o) **Supplanting.** The funding made available under this Agreement shall not be utilized by SUBRECIPIENT to reduce substantially (i.e. supplant) the amount of local financial support for shelter and assistance activities below the level of such support prior to the availability of funds under this Agreement.
- p) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit E), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement.
- q) **Unique Entity Identifier and Contract Status.** SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database using its Unique Entity Identifier ("UEI"), located at <http://www.sam.gov>.

- r) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR Subt. A, Chapter I, Part 180, including but not limited to 180.925. These regulations restrict subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
  - s) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352.
  - t) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT's fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT's fiscal year end or 30 days after issuance of the reports, whichever is sooner.
  - u) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.
- v) **Records to be Maintained.** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

1. HUD 2516 Contract and Subcontract Activity Report;

2. Contractor and Subcontractor(s) Certified Payroll Records;
  3. Invoices and contractor payments made documentation;
  4. Records required to procure an awarded contractor for a Public Improvements project, improvement, use, or disposition of funding for improvements with CDBG funds; Financial records as required by 24 CFR Part 576 Subpart F.
  5. Client Data. SUBRECIPIENT shall report population served with funding. Such information shall be made available to COUNTY monitors or their designees for review upon request. Exhibit C shall be submitted with the COUNTY invoice for payment in order to meet HUD reporting requirements.
  6. Disclosure. SUBRECIPIENT understands that information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with administration of COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
    - a. Property Records. SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria. In the event real property acquired or improved with CDBG funds under this Agreement no longer meets HUD eligibility criteria, including national objectives set forth in 24 CFR 570.208, SUBRECIPIENT shall reimburse COUNTY as provided in 24 CFR 570.505.
- w) **Record Retention.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of six (6) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever date is later, according to 2 CFR 200.334-338.
- x) **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the CDBG, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.
- y) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY by law, in equity, or under this Agreement and all associated amendments including, but not limited to, reimbursement provided under 24 CFR 570.505.
- z) **Program Income.** SUBRECIPIENT shall report all program income as defined at 24 CFR 570.504 generated by activities carried out with CDBG funds made available under this Agreement on a monthly basis. By way of further limitations, SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to COUNTY at the end of the Agreement period.

## 11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal Government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all federal law governing operation of Community Health Programs, including without limitation, all federal laws requiring reporting of Client abuse; and (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. See Exhibit A for requirements.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **Lead-Based Paint.** SUBRECIPIENT agrees to comply with the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
- e) **Drug-Free Workplace Act of 1988.** SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 24 concerning the Drug-Free Workplace Act of 1988 by administering in good faith a policy designed to ensure that its facilities are free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- f) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- g) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- h) **Disclosure of Information.** Any confidential or personally identifiable information (as defined in 2 CFR 200.1) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to



safeguard such information (including but not limited to those internal controls set forth in 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- i) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT's written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- j) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
  - a. Engage in severe forms of trafficking in persons during the period of the time the award is in effect; or
  - b. Procure a commercial sex act during the period of time the award is in effect; or
  - c. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

## 12. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision. SUBRECIPIENT shall comply with the procurement standards applying to subrecipients under this Federal award contained in 2 CFR 200.318-326.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** SUBRECIPIENT shall take all necessary affirmative steps to assure that small

& minority businesses, women's business enterprises, and labor surplus area firms are used when possible when contracting for services or soliciting for potential resources, per 2 CFR 200.321.

### 13. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's performance under this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
  - 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
  - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage

provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.

- 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
  - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
  - e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
  - f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
  - g) **Governing Law.** This Agreement is made in the State of Oregon and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
  - h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
  - i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.

- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- m) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- n) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

#### 14. Other Federal Requirements

- a) The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply.
- b) **Real Property Title, Use and Disposition.** Per 2 CFR 200.311 ("Real Property"), title for the capital assets ("real property") to be constructed under this Agreement shall pass to SUBRECIPIENT upon completion of the project. SUBRECIPIENT shall retain title until the real property is no longer needed for the purpose of the Program in this Agreement. When real property is no longer needed for the Program, SUBRECIPIENT should contact COUNTY to obtain disposition instructions.
- c) **Hatch Act.** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- d) **Affirmative outreach.** SUBRECIPIENT must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency ("LEP") persons.
- e) **Uniform Administrative Requirements.** SUBRECIPIENT shall comply with the requirements of 2 CFR Part 200, as may be modified by 24 CFR 570.50.
- f) **Religious Organization.** SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200 (j).

g) **Environmental review responsibilities.**

- 1) Activities under this part are subject to environmental review by HUD under 24 CFR Part 50. SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform for each property any environmental review required by 24 CFR Part 50. At the instruction of COUNTY, SUBRECIPIENT may be required to carry out mitigating measures required by COUNTY or select alternate eligible property. COUNTY may eliminate from consideration any application that would require an Environmental Impact Statement ("EIS").
  - 2) SUBRECIPIENT, or any contractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until COUNTY has performed an environmental review under 24 CFR Part 50 and SUBRECIPIENT has received COUNTY approval of the property.
- h) **Davis-Bacon Act.** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) applies to this Public Works project in the CDBG program.
- i) **Procurement of Recovered Materials.** SUBRECIPIENT and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- j) **Displacement, Relocation, and Acquisition.** Consistent with the other goals and objectives of CDBG, SUBRECIPIENT must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under CDBG.
- k) **Temporary relocation not permitted.** No tenant-occupant of housing (a dwelling unit) that is converted into an emergency shelter may be required to relocate temporarily for a project assisted with CDBG funds or be required to move to another unit in the same building/complex. When a tenant moves for a project assisted with CDBG funds under conditions that trigger the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), 42 U.S.C. 4601-4655, as described in paragraph (c) of this section, the tenant should be treated as permanently displaced and offered relocation assistance and payments consistent with that paragraph.
- l) **Non-displacement.** SUBRECIPIENT agrees to minimize displacement and comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and (b) the requirements of 24 CFR 570.606 governing the CDBG program. SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions, and policies concerning the displacement of persons from their residences. Any activity which may result in a displaced person (defined in paragraph l. of this section) must be reported to COUNTY prior to the commencement of the activity. COUNTY shall determine the relocation assistance as provided in 24 CFR 570.606 and such assistance shall be subtracted from the CDBG funds provided to SUBRECIPIENT.

- m) **Displaced Person.** For purposes of paragraph l. of this section, the term “displaced person” means any person (family, individual, business, nonprofit organization, or farm, including any corporation, partnership, or association) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under the CDBG program. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property.
- n) **Real property acquisition requirements.** The acquisition of real property, whether funded privately or publicly, for a project assisted with CDBG funds is subject to the URA and Federal government wide regulations at 49 CFR Part 24, subpart B.
- o) **Appeals.** A person who disagrees with COUNTY’s (or SUBRECIPIENT’s, if applicable) determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the recipient under 49 CFR 24.10. A low-income person who disagrees with the recipient’s determination may submit a written request for review of that determination by the appropriate HUD field office.

## 15. Civil Rights

- a) **Compliance.** SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b) **Nondiscrimination.** SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this nondiscrimination clause.
- c) **Section 504.** SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

## 16. Affirmative Action

- a) **Plan.** SUBRECIPIENT agrees that it shall be committed to carry out pursuant to COUNTY’s specifications an Affirmative Action Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1965.
- b) **Access to Records.** SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

- c) **Notifications.** SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understandings, a notice, provided by the appropriate officer, advising the labor union or worker's representative of SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) **EEO/AA Statement.** SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- e) **Subcontracting Provisions.** SUBRECIPIENT will include the provisions of Paragraph 16, Civil Rights, and 17, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontractors.

## 17. Employment Restrictions

- a) **Prohibited Activity.** SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b) **Labor Standards.** SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Agreement: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to COUNTY for review upon request. SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Agreements engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by COUNTY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT will cause or require to be inserted in full, in all Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

### c) Job Training and Employment for Low-income Residents -Section 3

- i. **Compliance.** SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients or subcontractors, shall comply with the provisions of Section 3, the regulations set forth in 24 CFR, Subtitle C, Part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement. Failure to fulfill these requirements shall subject SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no agreements or other disability exist which would prevent compliance with these requirements.
- ii. SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

*"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C.*

*1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."*

- iii. SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
- iv. SUBRECIPIENT certifies and agrees that no agreement or other legal incapacity exists which would prevent compliance with these requirements.
- v. **Notifications.** SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- vi. **Subcontracts.** SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the grantor agency. SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

*(Signature Page Follows)*



SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**CITY OF OREGON CITY**

By: \_\_\_\_\_  
Anthony J Konkol III  
City Manager

**CLACKAMAS COUNTY**

Commissioner: Tootie Smith, Chair  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Mark Shull  
Commissioner: Ben West

\_\_\_\_\_  
Printed Name Date  
625 Center St  
\_\_\_\_\_  
Street Address  
Oregon City, OR 97045  
\_\_\_\_\_  
City / State / Zip

\_\_\_\_\_  
Tootie Smith, Chair  
Board of County Commissioners  
\_\_\_\_\_  
Date

**Approved to Form:**

**Approved to Form:**

\_\_\_\_\_  
City Counsel  
\_\_\_\_\_  
Date

\_\_\_\_\_  
County Counsel  
\_\_\_\_\_  
Date

- Exhibit A. SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- EXHIBIT D.1: Reimbursement Instructions
- Exhibit E: CDBG Required Reporting – Annual Performance
- Exhibit F: Final Financial Report
- Exhibit G: Map of Project Site

## EXHIBIT A

### SUBRECIPIENT SCOPE OF WORK

1. Scope of Work for: City of Oregon City – ADA Sidewalks & Ramps Improvements 2022-2023

These CDBG funds are to be used to construct or reconstruct ADA curb ramps to meet current ADA guidelines and improve accessibility and safety for Oregon City residents, particularly the elderly and disabled. The project is located along two main intersections, Main Street/12<sup>th</sup> Street, and Main Street/13<sup>th</sup> Street which connect residential communities and downtown Oregon City where many businesses and services are located, as further identified in Exhibit G. These two main intersections will provide safe crossings for pedestrians while navigating the active downtown businesses.

2. SUBRECIPIENT agrees to use funds provided pursuant to this Agreement for eligible activities as described in 24 CFR 570.201 (c) and agrees not to use such funds for any ineligible activity described in 24 CFR 570.207.

3. Eligible use of funds includes payments to a contractor to perform the ADA improvements described in this Agreement.

4. SUBRECIPIENT shall perform the following:

- Perform all procurement, advertisement, and contractor selection to perform work related to the scope as defined above.
- Retain all records related to the project, including the construction agreement executed for the public works project.
- Process and pay all contractor progress payments for work performed and obtain all required close-out documentation as required by COUNTY for this project. SUBRECIPIENT will invoice COUNTY for grant fund reimbursement by submission of a Request for Reimbursement, using the form attached hereto as EXHIBIT D, along with all supporting invoices.

5. COUNTY will monitor the performance of SUBRECIPIENT by performing the following duties:

- Conduct a HUD Environmental Review of the project.
- COUNTY will conduct review of SUBRECIPIENT's procurement, including but not limited to invitation to bid or other solicitation review prior to issuance. SUBRECIPIENT will be required to make all records available to COUNTY for review under 2 CFR 200.325((b)).
- Provide all HUD required documents to SUBRECIPIENT to be included with advertisement as well as attend the Pre-Construction (Pre-Con) meeting to outline COUNTY project requirements.
- COUNTY will provide the final reimbursement to SUBRECIPIENT after project close-out has been performed by SUBRECIPIENT.

**EXHIBIT B**  
**SUBRECIPIENT PROGRAM BUDGET**

- A. The total compensation under this Agreement shall not exceed **\$432,600**.
- B. Adjustments to the budget may only be made with the written approval of both Parties.

| <b>Main Street ADA Ramp<br/>Preliminary Cost</b>  | <b>Total Cost</b> | <b>CDBG Funds<br/>(14.218)</b> | <b>City Funds<br/>(match)</b> |
|---------------------------------------------------|-------------------|--------------------------------|-------------------------------|
| Construction                                      | \$ 443,520        | \$ 356,000                     | \$ 87,520                     |
| Engineering (Design &<br>Construction Management) | \$ 76,600         | \$ 76,600                      | \$ 0                          |
| <b>Total</b>                                      | <b>\$ 520,120</b> | <b>\$ 432,600</b>              | <b>\$ 87,520</b>              |

**EXHIBIT C: CONGRESSIONAL LOBBYING CERTIFICATE**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions[as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

---

Organization Name

---

Award Number or Project Name

---

Name and Title of Authorized Representative

---

Signature

---

Date

**Exhibit D  
REQUEST FOR REIMBURSEMENT**

**Note: This form derives from the approved budget in your grant Agreement.  
Please follow instructions for completing this form as outlined in Exhibit D.1.**

|                        |                                       |                         |                       |
|------------------------|---------------------------------------|-------------------------|-----------------------|
| <b>Subrecipient</b>    | <u>City of Oregon City</u>            | <b>Grant Number:</b>    | <u>23-022</u>         |
| <b>Address:</b>        | <u>PO Box 3040 / 13895 Fir Street</u> | <b>Report Period:</b>   | <u></u>               |
|                        | <u>Oregon City, OR 97045</u>          | <b>Contract #:</b>      | <u></u>               |
| <b>Contact Person:</b> | <u></u>                               | <b>Federal Award #:</b> | <u>B22-UC-41-0001</u> |
| <b>Phone Number:</b>   | <u></u>                               | <b>CFDA(s):</b>         | <u>14.218</u>         |
| <b>E-mail:</b>         | <u></u>                               |                         |                       |

| Budget Category                    | Budget      | Current Draw Request | Previously Requested | Balance     |
|------------------------------------|-------------|----------------------|----------------------|-------------|
|                                    | \$ -        | \$ -                 | \$ -                 | \$ -        |
|                                    | \$ -        | \$ -                 | \$ -                 | \$ -        |
|                                    | \$ -        | \$ -                 | \$ -                 | \$ -        |
|                                    | \$ -        | \$ -                 | \$ -                 | \$ -        |
|                                    | \$ -        | \$ -                 | \$ -                 | \$ -        |
|                                    | \$ -        | \$ -                 | \$ -                 | \$ -        |
|                                    | \$ -        | \$ -                 | \$ -                 | \$ -        |
|                                    | \$ -        | \$ -                 | \$ -                 | \$ -        |
|                                    | \$ -        | \$ -                 | \$ -                 | \$ -        |
| <b>Total Grant Funds Requested</b> | <b>\$ -</b> | <b>\$ -</b>          | <b>\$ -</b>          | <b>\$ -</b> |

**ATTACH ALL RECEIPTS AND REQUIRED CLIENT DOCUMENTATION.**

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

**CERTIFICATION**

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

**Prepared by:** \_\_\_\_\_  
**Authorized** \_\_\_\_\_  
**Signer:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Department Review**

**Project Officer Name:**

**Department:**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

#### **EXHIBIT D.1: REIMBURSEMENT INSTRUCTIONS**

Reimbursement by COUNTY will be within 30 days of receipt of acceptable countersigned itemized invoices or billings reflecting the actual cost to SUBRECIPIENT of eligible expenses. Each invoice shall be accompanied with a detailed Request for Reimbursement (Exhibit D) which shall include appropriate documentation. This documentation shall include signed and approved timecards for personnel expenses and itemized invoices or billings for materials and services.

- COUNTY must provide HUD with specific household demographic information for each household served by CDBG funds. The household information will be collected from SUBRECIPIENT and must accompany the first SUBRECIPIENT invoice for each household.
- The request for reimbursement shall also include a summary of expenses incurred for each household along with source documentation. In addition, an HMIS report documenting the type and amount of financial assistance for each household shall accompany the invoice.
- Information on the request for reimbursement form, the household demographics, the source documentation and the summary of expenses incurred for each specific household from the HMIS reports must all correlate. See Exhibit E: Required Performance Reporting.

## EXHIBIT E: REQUIRED PERFORMANCE REPORTING

### COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL PERFORMANCE REPORT FOR THE PERIOD: MARCH 1, 2023 TO DECEMBER 31, 2023 (after project completion)

Project Name: **City of Oregon City – ADA Ramps & Sidewalks Project**

| Total<br>Number<br>Assisted<br>(H or P) | Total of<br>Columns<br>C, D, and E | Income Categories      |                         |                            | Female<br>Headed<br>Households |
|-----------------------------------------|------------------------------------|------------------------|-------------------------|----------------------------|--------------------------------|
|                                         |                                    | Low/Mod<br>(80% - 51%) | Very Low<br>(50% - 30%) | Extremely<br>Low<br>(<30%) |                                |
| (A)                                     | (B)                                | (C)                    | (D)                     | (E)                        | (F)                            |
|                                         |                                    |                        |                         |                            |                                |

# of Females \_\_\_\_\_

# of Males \_\_\_\_\_

# of Elderly \_\_\_\_\_

# of persons with disabilities \_\_\_\_\_

| Race Categories |                                              |         |            |
|-----------------|----------------------------------------------|---------|------------|
|                 |                                              | Total # | # Hispanic |
|                 |                                              | (G)     | (H)        |
| (1)             | White:                                       |         |            |
| (2)             | Black/African American:                      |         |            |
| (3)             | Asian:                                       |         |            |
| (4)             | American Indian/Alaskan Native:              |         |            |
| (5)             | Native Hawaiian/Other Pacific Islander:      |         |            |
| (6)             | American Indian/Alaskan Native & White:      |         |            |
| (7)             | Asian & White:                               |         |            |
| (8)             | Black/African American & White:              |         |            |
| (9)             | Am.Indian/Alaskan Native & Black/African Am: |         |            |
| (10)            | Other Multi-Racial:                          |         |            |

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Organization

## INSTRUCTIONS

### Total Number Assisted (Column A):

Enter the actual number of persons (or households) who received assistance. Indicate whether this number represents "households" or "persons" with either (H) or (P) respectively. Each household or person may be counted only once. The number of beneficiaries reported in Column A must reflect the total of the beneficiaries reported in Column G.

### Total Low/Mod (<80% MFI) (Column B):

The total number of lower income households or persons being served (total of Columns C, D, and E) should be entered in this column.

### *Income Categories (See table, below)*

Low/Mod (Column C) - The total number of persons or households assisted who have an annual household income of 51% to 80% Median Family Income.

Low (Column D) - The total number of persons or households assisted who have an annual household income of 30% to 50% Median Family Income.

Extremely Low (Column E) - The total number of persons or households assisted who have an annual household income of 30% Median Family Income or less.

### Female-Headed Household (Column F)

Enter the number of female-headed households. If "persons" assisted is reported in Column A rather than "households" assisted, leave this column blank.

### Race (Rows 1 through 10)

All persons/households served (including persons of Hispanic ethnicity) must indicate Race.

Enter the number of households or persons using the facility or service (Column G) who are the following:

White (Row 1) - A person having origins in any of the original peoples of Europe, North Africa, or the Middle East. This category will generally include persons of Hispanic ethnicity but other categories may be chosen as appropriate.

Black or African American (Row 2) - A person having origins in any of the black racial groups of Africa.

Asian (Row 3) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent.

American Indian or Alaskan Native Origin (Row 4) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliations or community recognition.

Native Hawaiian or Other Pacific Islander (Row 5) – A person having origins in the Hawaiian Islands or other Pacific Islands.

American Indian or Alaska Native **and** White (Row 6)

Asian **and** White (Row 7)

Black or African American **and** White (Row 8)

American Indian or Alaska Native **and** Black or African American (Row 9)

Other Multi-Racial (Row 10) – The balance category will be used to report individuals that are not included in any of the single race categories or in any of the multiple race categories listed above.



*Ethnicity – Hispanic (Column H)*

Enter the total number of persons or households within each Race Category who indicate origins in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish culture or origin.

**2022 HUD INCOME LIMITS - Portland MSA - effective June 15, 2022**

|                          |                                                                                                                                                                                                                                                                                                                       |                             |                                 |                             |                                 |                                 |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------------------------|-----------------------------|---------------------------------|---------------------------------|
| <b>MEDIAN INCOME:</b>    | The US Department of Housing and Urban Development (HUD) determines the median income for the Portland-Vancouver-Hillsboro, OR-WA MSA which includes Clackamas County. The table below shows the maximum income limits -- for the size of the household -- based on percentage of median income for various programs. |                             |                                 |                             |                                 |                                 |
| <b>HOUSEHOLD INCOME:</b> | Household income is the current total annual gross income for all household members.                                                                                                                                                                                                                                  |                             |                                 |                             |                                 |                                 |
| <b>Household Size</b>    | <b>30%<br/>Extremely low<br/>2022</b>                                                                                                                                                                                                                                                                                 | <b>50%<br/>Low<br/>2022</b> | <b>60%<br/>Initial<br/>2022</b> | <b>80%<br/>Mod<br/>2022</b> | <b>100%<br/>Median<br/>2022</b> | <b>120%<br/>Median<br/>2022</b> |
| 1                        | \$ 22,400                                                                                                                                                                                                                                                                                                             | \$ 37,300                   | \$ 42,760                       | \$ 59,650                   | \$ 74,600                       | \$ 89,450                       |
| 2                        | \$ 25,600                                                                                                                                                                                                                                                                                                             | \$ 42,600                   | \$ 51,120                       | \$ 68,200                   | \$ 85,200                       | \$ 102,250                      |
| 3                        | \$ 28,800                                                                                                                                                                                                                                                                                                             | \$ 47,950                   | \$ 57,540                       | \$ 76,700                   | \$ 95,900                       | \$ 115,000                      |
| 4                        | \$ 31,950                                                                                                                                                                                                                                                                                                             | \$ 53,250                   | \$ 63,900                       | \$ <b>85,200</b>            | \$ 106,500                      | \$ 127,800                      |
| 5                        | \$ 34,550                                                                                                                                                                                                                                                                                                             | \$ 57,550                   | \$ 69,060                       | \$ 92,050                   | \$ 115,100                      | \$ 138,000                      |
| 6                        | \$ 37,100                                                                                                                                                                                                                                                                                                             | \$ 61,800                   | \$ 74,160                       | \$ 98,850                   | \$ 123,600                      | \$ 148,250                      |
| 7                        | \$ 39,650                                                                                                                                                                                                                                                                                                             | \$ 66,050                   | \$ 79,260                       | \$ 105,650                  | \$ 132,100                      | \$ 158,450                      |
| 8                        | \$ 42,200                                                                                                                                                                                                                                                                                                             | \$ 70,300                   | \$ 84,360                       | \$ 112,500                  | \$ 140,600                      | \$ 168,700                      |

City of Oregon City 23-022  
 Subrecipient Grant Agreement – ADA Ramps & Sidewalks Project FY22-23  
 Page 25 of 26

|                                                                         |                                     |
|-------------------------------------------------------------------------|-------------------------------------|
| <b>Project Name: ADA Ramps &amp; Sidewalks Project FY22-23</b>          | <b>Agreement #: 23-022</b>          |
| <b>Federal Award #: B22-UC-41-0001</b>                                  | <b>Date of Submission: XX/XX/XX</b> |
| <b>Subrecipient: CITY OF OREGON CITY</b>                                |                                     |
| <b>Has Subrecipient submitted all requests for reimbursement? Y/N</b>   |                                     |
| <b>Has Subrecipient met all programmatic closeout requirements? Y/N</b> |                                     |

## EXHIBIT F: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

|                                                                           |           |
|---------------------------------------------------------------------------|-----------|
| Total Federal Funds authorized on this agreement:                         | \$432,600 |
| Year-to-Date Federal Funds requested for reimbursement on this agreement: |           |
| Total Federal Funds received on this agreement:                           |           |
| Balance of unexpended Federal Funds<br>(Line 1 minus Line 3):             |           |

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

Subrecipient's Certifying Official (printed): \_\_\_\_\_

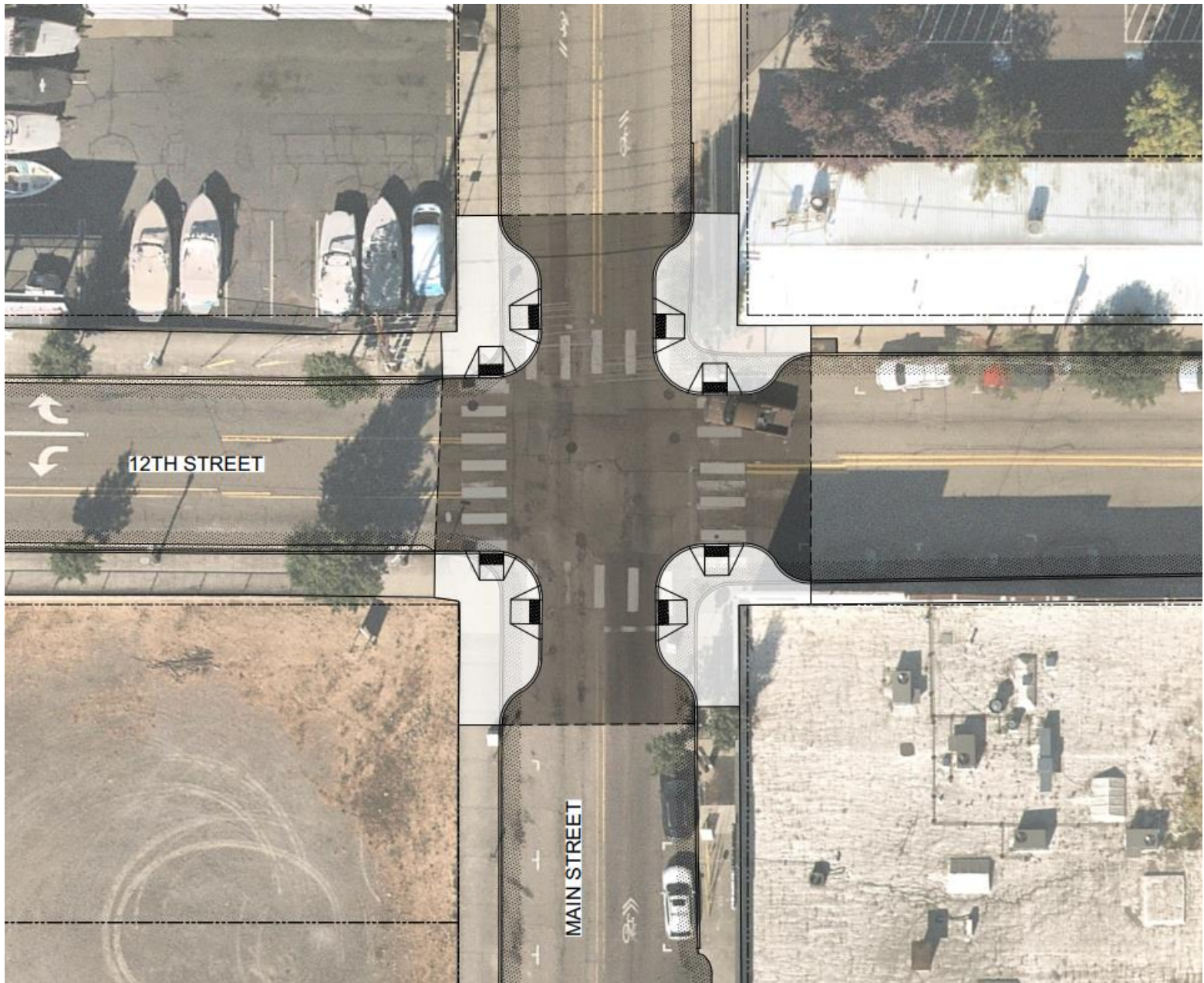
Subrecipient's Certifying Official (signature): \_\_\_\_\_

Subrecipient's Certifying Official's title: \_\_\_\_\_

## EXHIBIT G – MAP OF PROJECT SITE(S)



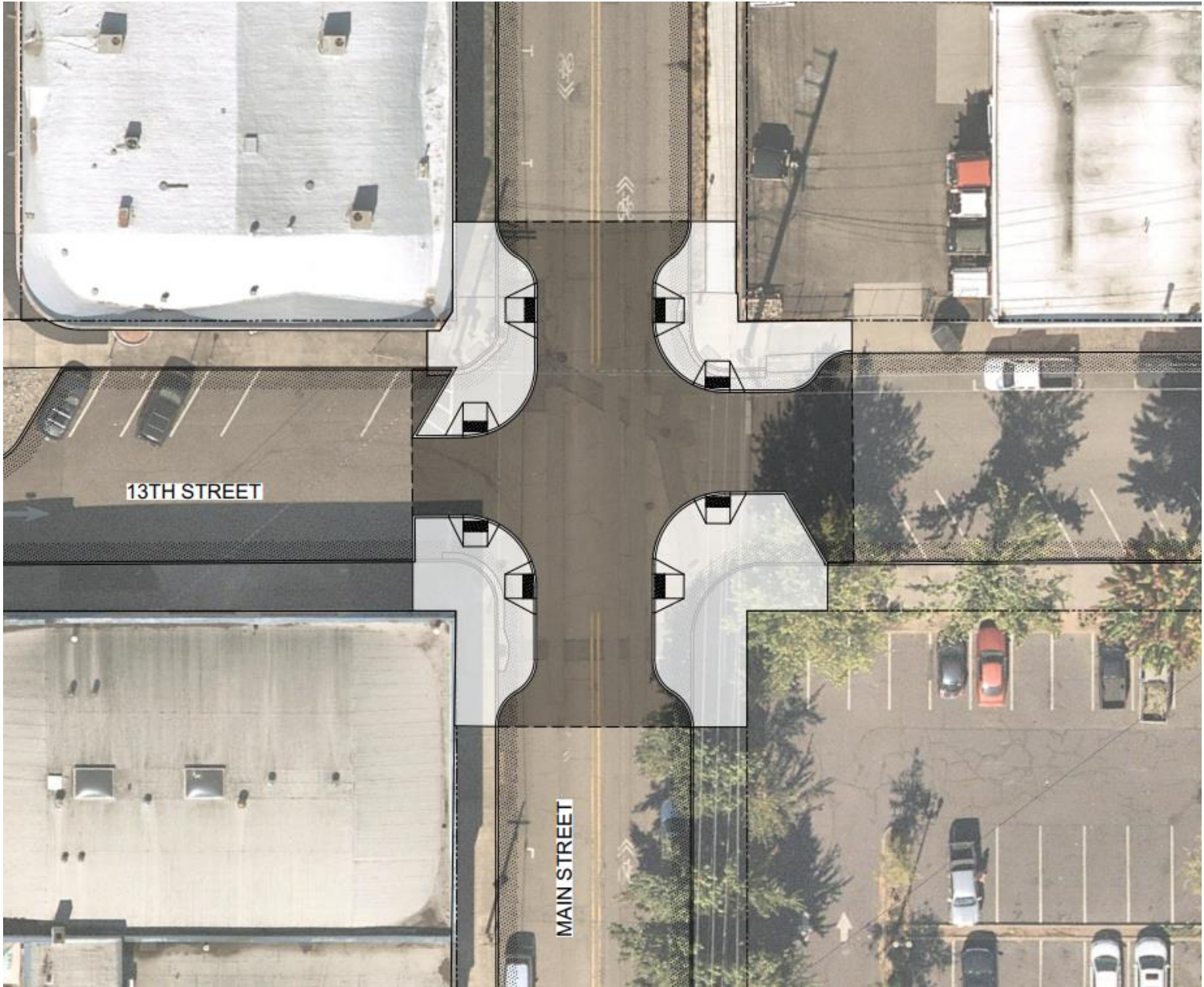




# Main Street & 12<sup>th</sup> Street ADA Ramp Improvements Concept Drawing







# Main Street & 13<sup>th</sup> Street ADA Ramp Improvements Concept Drawing





## 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:** 04/05/2023

#### **SUBJECT:**

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

#### **STAFF RECOMMENDATION:**

Award the contract and authorize the City Manager to execute the Contract Agreement with Wallis Engineering in the amount of \$74,762.41 for design services, preparation of bid documents, and construction services for the Main Street ADA Project (CI 22-013).

#### **EXECUTIVE SUMMARY:**

The Main Street ADA Project will make the intersections of Main Street at 12<sup>th</sup> and 13<sup>th</sup> Street compliant with the Americans with Disabilities Act. Public Works is requesting approval of an agreement with Wallis Engineering to provide services for the design process, solicitation of bids, and construction phase.

#### **BACKGROUND:**

Oregon City has been awarded a Community Development Block Grant (CDBG) to perform ADA Sidewalk & Ramp improvements on Main Street at the intersections of 12<sup>th</sup> and 13<sup>th</sup> Street. The existing intersections have curb ramps which are not ADA compliant. These intersections are proposed to be improved to have ADA compliant curb ramps. In addition, and as shown conceptually in the attached drawings, the project is going to investigate the option of curb "bulb outs" which can both accommodate needed turning movements and also calm traffic and shorten crosswalk distances which is anticipated to improve safety of the intersections.

The Downtown Bicycle and Pedestrian Needs Inventory completed in 2021 identified the following concerns with the intersections included in the grant:

- Main Street & 12<sup>th</sup> Street: High traffic volumes, faded crosswalk striping, and poor sightlines at some corners make for an uncomfortable pedestrian and bicyclist experience.

- Main Street & 13<sup>th</sup> Street: High traffic volumes and speeds, and no crosswalk striping, make for an uncomfortable pedestrian and bicyclist crossing experience.

The proposed project includes ADA ramp improvements on Main Street at the intersections of 12<sup>th</sup> and 13<sup>th</sup> Street. The existing intersections contain non-compliant ADA ramps, as well as long, uncomfortable crossings. The intersections are proposed to receive new ADA- compliant ramps as well as curb “bulb outs” which shorten the crossing distance for pedestrians (when appropriate), slow traffic, and control turning maneuvers which is anticipated to improve safety of the intersections for all users. The attached exhibits show a concept of the proposed project. The design phase of the project will include a review for the applicability of the bulb outs on all corners.

Wallis Engineering is a consultant on the City's shortlist to complete design, prepare bid documents, and provide construction management services for transportation capital improvement projects.

The attached scope of work (Exhibit A) outlines services to be provided by Wallis Engineering which will move the project forward through the design process, solicitation of bids, and construction phase.

#### **OPTIONS:**

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

#### **BUDGET IMPACT:**

Amount: \$74,762.41

FY(s): FY 2023/24 & FY 2024/25

Funding Source(s): Transportation SDC

**CITY OF OREGON CITY  
PERSONAL SERVICES AGREEMENT  
MAIN STREET ADA PROJECT (CI 22-013)**

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **WALLIS ENGINEERING, PLLC** ("Consultant").

**RECITALS**

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

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

The parties agree as follows:

**AGREEMENT**

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **December 31, 2023**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **seventy-four thousand seven hundred sixty-two dollars and 41 cents (\$74,762.41)**.

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

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

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

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

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



To the City:

City of Oregon City  
13895 Fir Street  
Oregon City, OR 97045  
Attention: John M. Lewis

To Consultant:

**Wallis Engineering, PLLC**  
**215 W. 4th Street, Suite 200**  
**Vancouver, WA 98660**  
**Attention: Wes Wegner**

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

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

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

CITY OF OREGON CITY

**WALLIS ENGINEERING, PLLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

John M. Lewis, P.E.

Title: Public Works Director

Name: \_\_\_\_\_

DATED: \_\_\_\_\_, 20\_\_\_\_.

Title: \_\_\_\_\_

DATED: \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Anthony J. Konkol III

Title: City Manager

DATED: \_\_\_\_\_, 20\_\_\_\_.

APPROVED AS TO LEGAL SUFFICIENCY:

By: \_\_\_\_\_

City Attorney

\\DEPOT\Departments\PublicWorks\CIP\_PS\_RFQ\_RFP\CIP\_Open\CI 22-013 Main Street ADA Project\COMMISSION REPORTS\Consultant\Personal Services Agreement.docx

## PROJECT BACKGROUND

The City of Oregon City received Community Development Block Grant (CDBG) funding to construct pedestrian improvements along Main Street in Oregon City. This project consists of replacing existing pedestrian ramps on Main Street at the 12<sup>th</sup> and 13<sup>th</sup> Street intersections. The proposed improvements are listed below:

- Replace up to eight (8) existing pedestrian ramps;
- Construct bulb-outs where there is available parking space and bus turning movements are not impacted;
- Construct storm sewer improvements as necessary to accommodate the new pedestrian ramps and bulb-outs;
- Complete surface restorations as required.

## CONTRACT DURATION

Contract term shall be from the date contract is fully executed until December 31, 2023.

## TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

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

### ***Task 1.1 Define Project Objectives***

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

### ***Task 1.2 Project Management and Administration***

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

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

- Coordinate impacts with ODOT and obtain a ODOT Permit as necessary. Impacts to ODOT ROW are anticipated to be limited to placing temporary signs within the OR 99E ROW.

### **Task 1.3      Utility Coordination**

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

- Develop a utility contact information list and email project information letters to all utility companies involved to explain nature of the work.
- Coordinate with private utility providers for relocation of existing utilities as necessary.
  - Relocations are anticipated to include up to two relocations of existing utility poles and adjustment of existing fiber optic vault lids only.
- Submit applicable plans to the affected private utility providers. Utility Conflict notices will be sent to utilities following the Ramp Layout and 90% design submittals.
- Maintain a record of correspondence with utility companies.

### **Task 1 Assumptions:**

- Design phase of the project is assumed to be from April 2023 – June 2023.
- Construction phase of the project is assumed to be from August 2023 – September 2023.
- City project manager will complete all stakeholder coordination, public involvement, and lead all necessary permitting efforts.
- The City will obtain all needed Temporary Construction Easements.
- Two Wallis Engineering staff members will attend each design review meeting. The review meetings are assumed to be no more than one hour each.
- All meetings with City staff will be held at the City's offices or other venue of City's choice.
- A total of 12 hours is assumed to coordinate the relocation of private utilities. The utility poles that may be in conflict with the improvements are large poles with significant aerial attachments and relocations will be extremely challenging. Fiber optic vault relocation (if required) is anticipated to be equally challenging. Coordination beyond the assumed budget allotment, will need to be addressed with a supplemental.
- All funding requirements not specifically listed in this Scope of Work will be completed by the City.
- The City will lead all public involvement needs for the project with minimal involvement from Wallis.

### **Task 1 Deliverables:**

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

## TASK 2 DESIGN

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

### Task 2.1 Data Collection and Review

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

- Utility GIS Records;
- Main Street Waterline 10<sup>th</sup> to 15<sup>th</sup> Street plans;
- As-built drawing information, as available;
- Existing field conditions;
- Information collected as part of previous survey efforts on Main Street.

Compass Land Surveying completed topographic mapping of the 12<sup>th</sup> and 13<sup>th</sup> Street intersections along Main Street with a recently designed water system improvement in anticipation of this project. The water system improvements were designed by Wallis Engineering.

Two new monuments of record have been set at the intersection of 13<sup>th</sup> Street and Main Street since the survey completed by Compass Land Surveying was completed. Compass will field tie both of the new monuments and combine with the larger Pre-Construction Monumentation Survey being prepared as part of the Main Street Waterline Project.

### Task 2.2 Ramp Layout Design

Design and prepare preliminary layout plans for each ramp and submit to the City for review. Plan shall consist of a construction plan showing the proposed ramp layouts along with preliminary stormwater structures and piping. Grades, slopes and dimensional information will not be included. Turning exhibits will be prepared for all ramp quadrants that must accommodate bus turning movements.

The Ramp Layout Design package will be submitted to the City in electronic format.

### Task 2.3 90% Design

Based on the Ramp Layout review comments provided by the City, Wallis will assemble and submit electronic 90% plans including fully detailed ramp designs, specifications, and opinion of cost to the City for review. The proposed specifications will be based on a contract bid item format and the “2021 Oregon State Department of Transportation Standard Specifications for Construction.”

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

| <i>Description</i>                                       | <i>Sheets</i> | <i>Running Total</i> |
|----------------------------------------------------------|---------------|----------------------|
| Cover, Drawing Index                                     | 1             | 1                    |
| Legend, General Notes, Traffic Control Notes and Phasing | 1             | 2                    |
| OR 99E Traffic Control Plans                             | 2             | 4                    |
| Plan Set Key Map                                         | 1             | 5                    |
| Pedestrian Ramp Layout (One corner per sheet)            | 8             | 13                   |
| Storm Sewer Plan and Profiles                            | 4             | 17                   |
| Details                                                  | 6             | 23                   |

Temporary Traffic Control Plans for OR 99E will be developed and submitted to ODOT to obtain the necessary ROW permit.

### **Task 2.4 Final Design**

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

#### **Task 2 Assumptions:**

- No easements will be required.
- All front-end specifications, and City standard general special provisions will be provided by the City.
- All permitting will be completed by the City.
- Traffic control will not require ODOT permit approval.
- Detailed Traffic Control Plans will only be prepared for temporary signage required on OR 99E to accommodate construction. The Contractor will ultimately be responsible to prepare detailed traffic control plans during construction for all phases.
- Stormwater system design will be limited to conveyance improvements and no water quality or quantity improvements will be designed.
- No evaluation of existing buildings or basements is to be conducted and it is assumed that basements do not extend into the Right of Way under the sidewalk. If concerns with existing structures are encountered and structural design needs are required, a supplemental will be required for this work.
- No arborist involvement will be required and the City will lead all street tree removal and replacement permit needs.
- Signing and striping modifications will be shown on the ramp plans.
- No permanent traffic control changes will be made.

#### **Task 2 Deliverables:**

- Electronic versions of the Ramp Layout Designs
- Electronic versions of the 90% plans, specifications, and estimate
- Electronic versions of the final plans, specifications, and estimate

## **TASK 3 BIDDING AND CONSTRUCTION SERVICES**

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

### **3.1 Project Bidding and Award**

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

### **3.2 Construction Administration**

Wallis Engineering will provide construction administration as follows:

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

### **3.3 Construction Engineering and Field Inspection**

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

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

### **3.4 Record Drawings**

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

### **3.5 Post Construction Monumentation Survey**

Compass will replace disturbed monuments following construction as needed based on the proposed improvements, ORS 209.155 and 209.250. Records will be filed with the Clackamas County Surveying office as applicable under the Main Street Waterline – 10<sup>th</sup> to 15<sup>th</sup> project which also encompasses these project limits.

**Task 3 Assumptions:**

- City will distribute the contract documents, maintain a plan holder's list, and distribute addenda as needed.
- Three (3) weekly construction meetings will be held.
- Wallis Engineering will not attend the bid opening.
- Bidder Question and Response Log will be generated and maintained by the City during bidding.
- Construction Administration hours based on the specific tasks described and an additional 6 hours per week for a four-week construction schedule to provide general administration.
- Inspection hours based on a four-week construction schedule at 24 hours per week with an additional 15 hours allotted for closeout and punch list work.
- Construction staking services will be provided by the Contractor (as needed).
- Quality control testing services and material laboratory analysis will be provided by the Contractor.
- The City's project manager will perform all construction management tasks not specifically included in this scope of work.
- Post-Construction as-built survey will not be performed.
- Review of Contractor's payroll will be completed by the City.

**Task 3 Deliverables:**

- Pre-Construction Meeting Minutes
- Addenda (as needed)
- Recommendation of Award
- Weekly construction meeting minutes
- Monthly pay estimates and recommendations
- Submittal comments and response log
- Inspector's daily report for each working day of inspection
- Final Punch List and Recommendation of Final Acceptance
- Electronic version of Record Drawings in PDF and AutoCAD version 2020 format
- Replacement of all disturbed monuments. Filing of a Post Construction Record of Survey will be completed as part of the Main Street Waterline Improvements – 10<sup>th</sup> to 15<sup>th</sup>.

*P:\15\1561A OC Main Street ADA\100 Agmt\102 Working Docs\Prime\1561A Scope of Work.docx*

## Fee Estimate

City of Oregon City | Mains St. ADA Improvements  
March 2023 | WE# 1561A

|               |                                               | EM3       | SE4        | I2         | T3        | A5        | Wallis Labor        | Expenses         | Subconsultants     | Total               |
|---------------|-----------------------------------------------|-----------|------------|------------|-----------|-----------|---------------------|------------------|--------------------|---------------------|
|               |                                               |           |            |            |           |           |                     |                  | Compass            | Cost                |
|               |                                               | \$222.28  | \$141.35   | \$129.25   | \$135.29  | \$118.38  |                     |                  |                    |                     |
| <b>Task 1</b> | <b>Project Management and Administration</b>  |           |            |            |           |           |                     |                  |                    |                     |
| 1.1           | Define Project Objectives                     | 2         | 6          |            |           | 1         | \$ 1,411.04         | \$ -             | \$ -               | \$ 1,411.04         |
| 1.2           | Project Management and Administration         | 4         | 16         |            |           | 8         | \$ 4,097.76         | \$ 80.00 (M)     | \$ -               | \$ 4,177.76         |
| 1.3           | Utility Coordination                          | 4         | 20         |            |           |           | \$ 3,716.12         | \$ 35.00 (M)     | \$ -               | \$ 3,751.12         |
|               | <b>TASK 1 SUBTOTAL</b>                        | <b>10</b> | <b>42</b>  | <b>0</b>   | <b>0</b>  | <b>9</b>  | <b>\$ 9,224.92</b>  | <b>\$ 115.00</b> | <b>\$ -</b>        | <b>\$ 9,339.92</b>  |
| <b>Task 2</b> | <b>Design</b>                                 |           |            |            |           |           |                     |                  |                    |                     |
| 2.1           | Data Collection and Review                    |           | 4          |            | 2         |           | \$ 835.98           | \$ -             | \$ 880.00          | \$ 1,715.98         |
| 2.2           | Ramp Layout Design                            | 4         | 30         |            | 12        |           | \$ 6,753.10         | \$ 35.00 (M)     | \$ -               | \$ 6,788.10         |
| 2.3           | 90% Design                                    | 8         | 72         |            | 36        | 2         | \$ 17,062.64        | \$ 35.00 (M)     | \$ -               | \$ 17,097.64        |
| 2.4           | Final Design                                  | 4         | 16         |            | 12        | 2         | \$ 5,010.96         | \$ -             | \$ -               | \$ 5,010.96         |
|               | <b>TASK 2 SUBTOTAL</b>                        | <b>16</b> | <b>122</b> | <b>0</b>   | <b>62</b> | <b>4</b>  | <b>\$ 29,662.68</b> | <b>\$ 70.00</b>  | <b>\$ 880.00</b>   | <b>\$ 30,612.68</b> |
| <b>Task 3</b> | <b>Bidding and Construction Services</b>      |           |            |            |           |           |                     |                  |                    |                     |
| 3.1           | Project Bidding and Award                     | 4         | 8          |            |           | 2         | \$ 2,256.68         | \$ -             | \$ -               | \$ 2,256.68         |
| 3.2           | Construction Administration                   | 4         | 40         |            |           |           | \$ 6,543.12         | \$ -             | \$ -               | \$ 6,543.12         |
| 3.3           | Construction Engineering and Field Inspection | 12        | 32         | 111        |           |           | \$ 21,537.31        | \$ 560.00 (M)    | \$ -               | \$ 22,097.31        |
| 3.4           | Record Drawings                               | 1         | 4          |            | 8         |           | \$ 1,870.00         | \$ -             | \$ -               | \$ 1,870.00         |
| 3.5           | Post Construction Monumentation Survey        |           | 2          |            |           |           | \$ 282.70           | \$ -             | \$ 1,760.00        | \$ 2,042.70         |
|               | <b>TASK 3 SUBTOTAL</b>                        | <b>21</b> | <b>86</b>  | <b>111</b> | <b>8</b>  | <b>2</b>  | <b>\$ 32,489.81</b> | <b>\$ 560.00</b> | <b>\$ 1,760.00</b> | <b>\$ 34,809.81</b> |
|               | <b>Project Subtotal</b>                       | <b>47</b> | <b>250</b> | <b>111</b> | <b>70</b> | <b>15</b> | <b>\$ 71,377.41</b> | <b>\$ 745.00</b> | <b>\$ 2,640.00</b> | <b>\$ 74,762.41</b> |

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

| FEE SUMMARY                       |                     |
|-----------------------------------|---------------------|
| Wallis Labor                      | \$ 71,377.41        |
| Wallis Expenses                   | \$ 745.00           |
| (M) = Mileage at current IRS Rate |                     |
| Subconsultants                    |                     |
| NOTE: Fee includes 10% markup     |                     |
| <b>TOTAL BUDGET</b>               | <b>\$ 74,762.41</b> |



## RATE SCHEDULE

Rate Schedule good through December 31, 2023

| <u>Title</u>               | <u>Range</u> |          |
|----------------------------|--------------|----------|
| Associate Engineer         | \$177.58     | \$177.58 |
| Senior Engineer            | \$241.61     | \$241.61 |
| Engineering Manager I - VI | \$207.78     | \$237.98 |
| Project Engineer I - IX    | \$143.75     | \$201.75 |
| Staff Engineer I - IV      | \$119.59     | \$141.35 |
| Engineering Intern I - II  | \$109.92     | \$77.32  |
| Designer                   | \$140.13     | \$169.12 |
| Construction Manager       | \$129.25     | \$129.25 |
| Inspector I-II             | \$109.92     | \$129.25 |
| Technician I-IV            | \$96.65      | \$142.55 |
| Administrative I – VI      | \$57.98      | \$130.47 |

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

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

Item 7d.

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

2. Payment.

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

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

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

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

3. Independent Consultant Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

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

Item 7d.

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

**6. Payment of Laborers; Payment of Taxes.**

(a) Consultant shall:

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

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

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

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

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

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

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

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

**7. Subconsultants and Assignment.**

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

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

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

**10. Compliance With Applicable Law.**

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

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## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7d.

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

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

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

13. Indemnity and Insurance.

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

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

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

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

(d) Errors and Omissions Insurance Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

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

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

Item 7d.

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

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

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

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

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

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

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United

States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

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

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

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

24. Arbitration.

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

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

(b) The party desiring such arbitration shall give written notice to that effect to the other party

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

Item 7d.

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

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

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

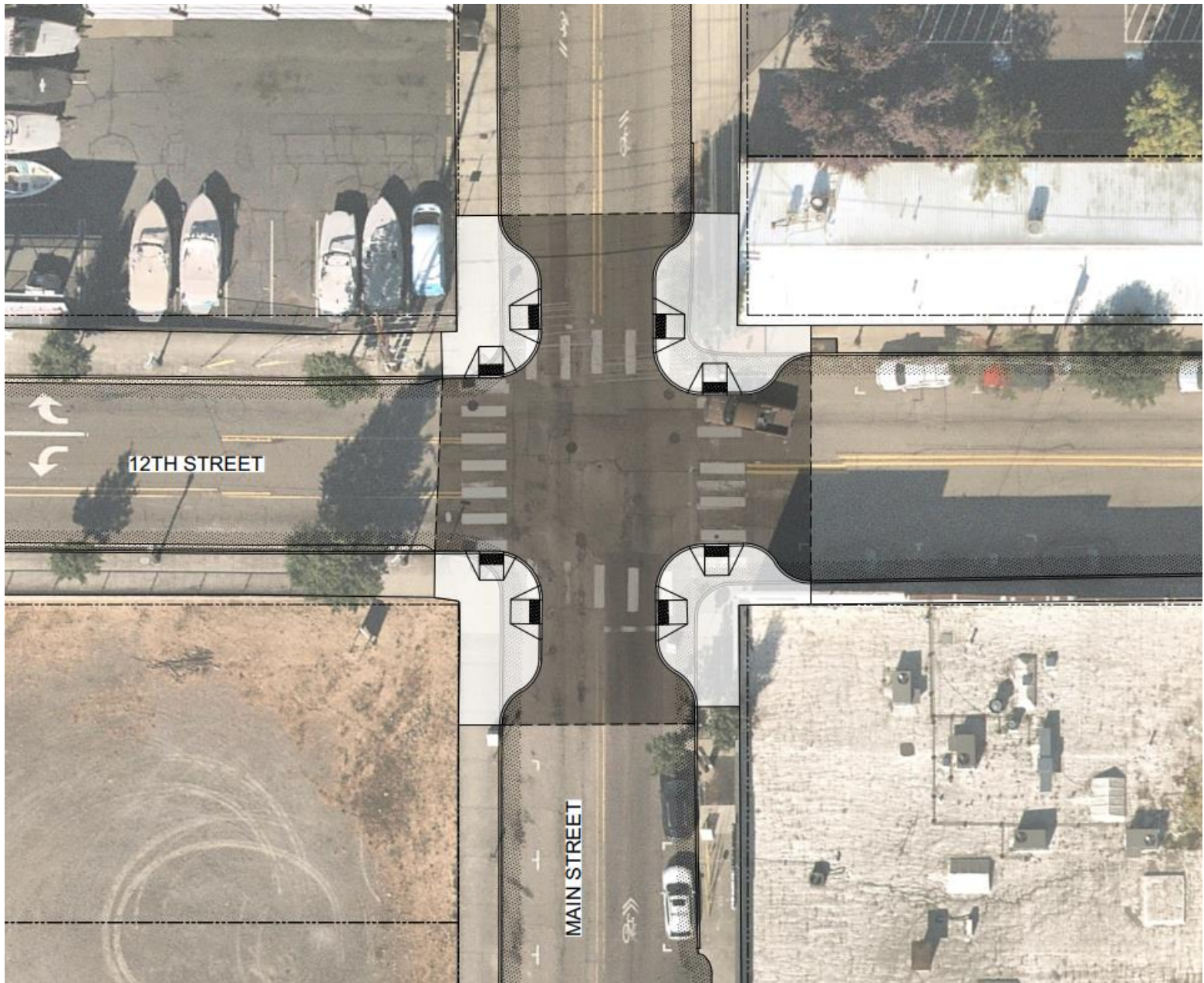
(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration

determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

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

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

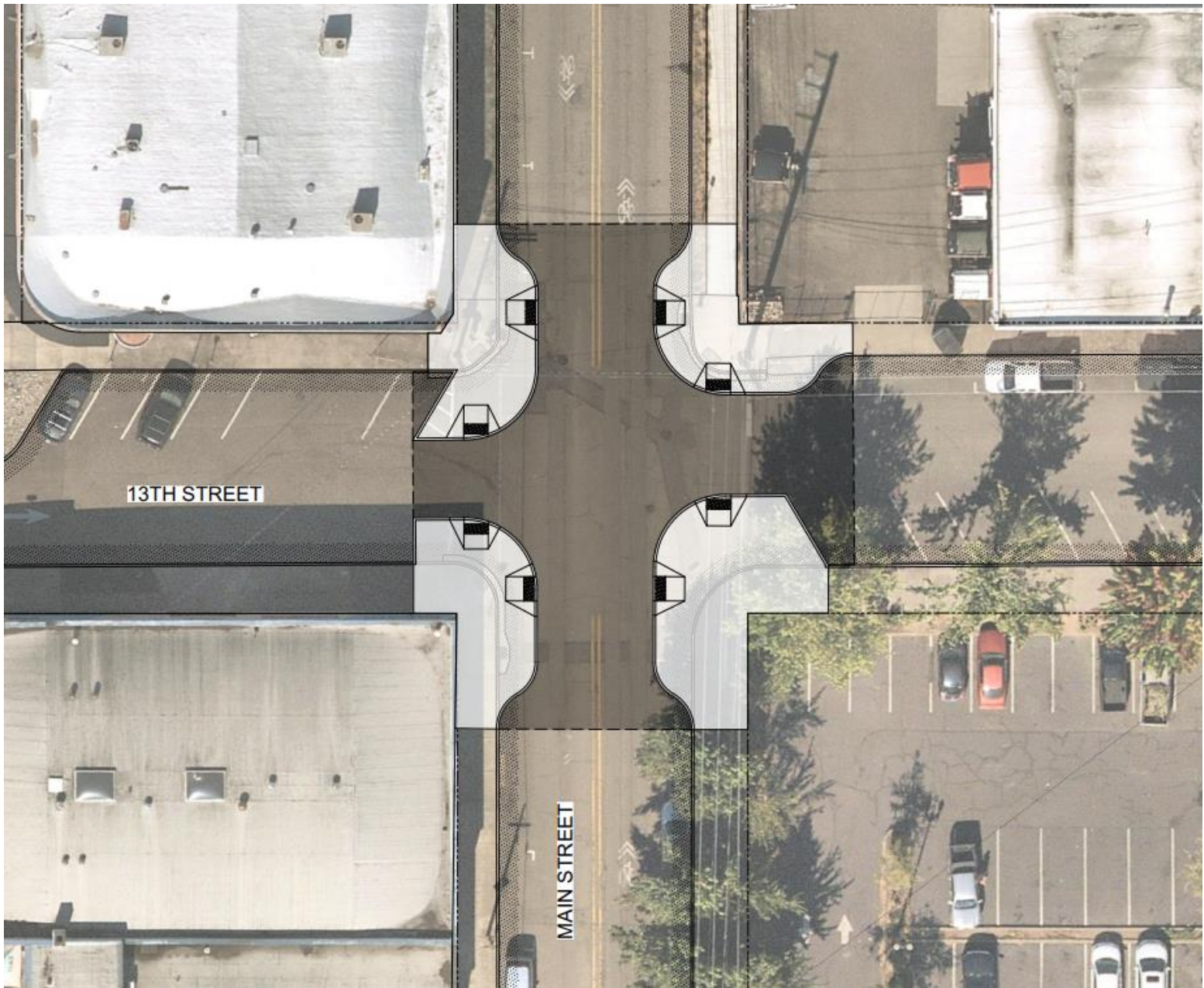




# Main Street & 12<sup>th</sup> Street ADA Ramp Improvements Concept Drawing







# Main Street & 13<sup>th</sup> Street ADA Ramp Improvements Concept Drawing







# 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:** 04/05/2023

### **SUBJECT:**

Personal Services Agreement with AINW for the Main Street Waterline Improvements 10<sup>th</sup> to 15<sup>th</sup> (CI 21-007)

### **STAFF RECOMMENDATION:**

Award the contract and authorize the City Manager to execute the Contract Agreement with Archaeological Investigations Northwest (AINW) in the amount of \$75,100 for archeological, historical, and cultural investigation services for the Main Street Waterline Improvements: 10<sup>th</sup> to 15<sup>th</sup> Project (CI 21-007).

### **EXECUTIVE SUMMARY:**

This project is partially funded by the American Rescue Plan Act (ARPA) and part of the City's Water Infrastructure Finance and Innovation Act (WIFIA) loan. Section 106 of the National Historic Preservation Act (NHPA) requires consultation with other federal agencies and state/tribal historic preservation officers. As part of that process, the Confederated Tribes of the Grand Ronde have informed us that there is potentially an archaeological resource in the project alignment and has recommended monitoring during construction.

These services will complete a review of the project for historic, cultural, and archeological resources, develop an Inadvertent Discovery Plan for the work, and provide trained staff to monitor the construction of the waterline. In addition, any required permits and/or documentation for this work will be completed by this Consultant.

### **BACKGROUND:**

The Main Street Waterline Improvements are part of the City's capital improvement plan, replacing its existing undersized 8-inch waterline with new 12-inch waterline, and improving reliability and resiliency in our water system.

The attached scope of work (Exhibit A) outlines the detail by which the project will move forward through the professional services.

Services are supporting the construction phase of work. Waterline construction is scheduled for completion during the summer 2023 season.

AINW is a local archeology firm and is familiar with Oregon City's history and has completed similar work in the area for the Oregon Department of Transportation. In accordance with ORS 279C.110, the City may direct appoint this contract since it does not exceed \$100,000.

**OPTIONS:**

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

**BUDGET IMPACT:**

Amount: \$75,100

FY(s): FY 22/23 and FY 23/24

Funding Source(s): Water Fund

**CITY OF OREGON CITY  
PERSONAL SERVICES AGREEMENT**

**ARCHAEOLOGICAL SERVICES FOR MAIN STREET WATERLINE PROJECT (CI 21-007)**

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **Archaeological Investigations Northwest, Inc** ("Consultant").

**RECITALS**

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

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

The parties agree as follows:

**AGREEMENT**

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **December 31, 2023**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **Seventy-Six Thousand One Hundred dollars (\$76,100)**.

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

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

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

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

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

To the City:

City of Oregon City  
13895 Fir Street  
Oregon City, OR 97045  
Attention: John M. Lewis

To Consultant:

**Archaeological Investigations Northwest, Inc.**  
**dba AINW**  
**3510 NE 122 Avenue**  
**Portland OR 97230**  
**Attention: Jo Reese**

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

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

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

CITY OF OREGON CITY

**ARCHAEOLOGICAL INVESTIGATIONS  
NORTHWEST, INC.**

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

By: \_\_\_\_\_  
Jo Reese  
Title: President

DATED: \_\_\_\_\_, 20\_\_\_\_.

DATED: \_\_\_\_\_, 2023

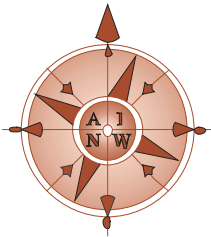
By: \_\_\_\_\_  
Anthony J. Konkol III  
Title: City Manager

DATED: \_\_\_\_\_, 20\_\_\_\_.

APPROVED AS TO LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
City Attorney

\\depot\Departments\PublicWorks\CIP\_PS\_RFQ\_RFP\CIP\_Open\CI 21-007 Main Street Waterline Improvements - 10th -15th - WIFIA Project\CONSULTANT\Contract - AINW\Commission Packet 4-5-2023\PSA Contract AINW - Main Street Water (CI 21-007).docx



## EXHIBIT A – SCOPE OF SERVICES

Date: March 27, 2023

To: Patty Nelson, PE, Special Projects Senior Engineer, City of Oregon City

From: Jo Reese, M.A., R.P.A., President/Senior Archaeologist

Re: Main Street Waterline, City of Oregon City, Oregon  
Proposal for Archaeological Monitoring and Related Services

This scope of services is for archaeological services related to the Main Street Waterline project in Oregon City. The project will receive funding through the Environmental Protection Agency (EPA) and will therefore need to meet Section 106 of the National Historic Preservation Act. As part of the agency's responsibilities, Tribes were alerted and included in the review, per the Section 106 process; the Confederated Tribes of Grand Ronde Community (CTGR) have informed the City that there is potentially an archeological resource in the project alignment and has recommended monitoring during construction.

This project plans to replace an existing waterline with new water line, constructed in a new trench. The existing waterline will be abandoned in place. All work is within paved areas. No recorded archaeological resources are within the project area; however, a review of the State Historic Preservation Office's on-line records shows there is a known archaeological resource along the Willamette River, which is about a city block to the west of the project.

This scope was developed based on the contractor's schedule identifying 4-day work weeks (M-Th), one 8-hour shift, from 9:00 pm to 5:00 am, working April 3<sup>rd</sup> thru July 5<sup>th</sup> (54 working nights)

### **Task 1 Project Management**

Work under this task includes contract management, coordination of schedule and staff to provide services, and coordination with the city, tribes and/or state and monthly invoicing. Coordinate and schedule staff as needed to meet contract requirements.

Contract management includes completion of work within scope, schedule and budget. The Project Manager will be responsible for coordinating with the city's project manager including notification of any potential issues that may require a contract amendment.

Prepare and issue weekly summary reports to CTGR and city via email. Alert the Grand Ronde Tribe and city if an artifact or human remains are found.

Prepare monthly invoices, including supporting documentation for invoiced services, billed by task showing authorized contract amount, amount billed to date, and remaining budget by task. Provide summary of services billed for that billing period.

### **Task 2 On-Site Monitoring**

A staff archeologist will be the on-site monitor experienced identifying archeological conditions that warrant further investigation by a professionally qualified archeologist.

On-site monitoring will include monitoring of trench excavation for waterline, including taking of photos, documenting footage and location completed during that shift, and anything else of note. Daily field notes will be compiled weekly (including photos for that day's work) and submitted to the City with the weekly summary. One on-site monitor is required per piece of excavating equipment.

The on-site monitor is responsible for calling specialists as needed to provide further investigation as needed. Specialist including professionally qualified archeologists, will be provided as needed, including experts, in human remains and in faunal (animal) bone who can respond if bone is found, to determine whether the bone may be human remains from a burial or is animal bone.

To the extent possible, on-site monitoring shall minimize disruption to the contractor's progress to maintain schedule. Overtime will only be authorized if employee exceeds 40 hours per week due to construction activity.

**Assumptions:** 60 field days for on-site monitoring for one monitor. Field days assume 8-hour shift for construction plus one hour for travel time, downloading photos and completion of field notes. Overtime provision included assuming on-site monitor working overtime 5 hours per week for overtime, paid at 1.5 times hourly rate. No budget for field consultation by a professionally qualified archaeologist is included.

**Task 3 Inadvertent Discovery Plan (IDP)**

If directed by city, complete an Archeological Inadvertent Discovery Plan (IDP) in accordance with state guidelines and requirements.

**Task 4 SHPO Permit**

If an archaeological discovery is made, a permit from the State Historic Preservation Office will be needed. This task provides for applying for an Archeological Permit from the State Historic Preservation Office.

**Task 5 Summary Report of Monitoring**

Once field monitoring is completed, prepare Field Monitoring Summary Report.

- o The report will present a discussion of field activities and findings and will include a map showing the areas monitored and photographs.
- o I assume there will be no discoveries.
- o AINW will send the draft and final report to you, and will distribute the final report to the city, Tribes, EPA, and SHPO. Alternatively, AINW can prepare the Go Digital submittal form for you to email the report to SHPO, if requested.
- o

**COST OF SERVICES**

The estimated cost for the Scope of Services is shown in the attached Level of Effort for this contract, including labor categories, hourly rates, expenses, and personnel.

## Archaeological Investigations Northwest, Inc.

CLIENT: City of Oregon City

Project Name: Main Street Waterline Archaeological Monitoring

Date: March 27, 2023

### Exhibit A Scope of Work - Fee Schedule

[illegible]

## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7e.

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

2. Payment.

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

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

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

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

3. Independent Consultant Status.

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

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

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

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

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

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

4. Early Termination.

(a) With the exception of completing obligations and requirements taken on behalf of the City, such as requirements of a SHPO permit, this Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Consultant, delivered by certified mail, email, or in person. To the extent Consultant is required to complete obligations and requirements, any efforts expended shall be limited only to reasonable efforts.

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

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

(d) The rights and remedies of the City



## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7e.

provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

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

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

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

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

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

(b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due,

the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Consultant by reason of this Agreement.

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

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

7. Subconsultants and Assignment.

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

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

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not

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

Item 7e.

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.**

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

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

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

**13. Indemnity and Insurance.**

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

(b) **Workers' Compensation Coverage.**

Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Consultants of Consultant shall maintain such insurance.

(c) **Comprehensive, General, and Automobile Insurance.**

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

(d) **Errors and Omissions Insurance**

Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised,

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

Item 7e.

canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

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

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

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

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

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

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall

be extended to include the next day that is not a Saturday, Sunday or legal holiday.

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

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

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

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

24. Arbitration.

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

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

Item 7e.

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

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

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

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

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having

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

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

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

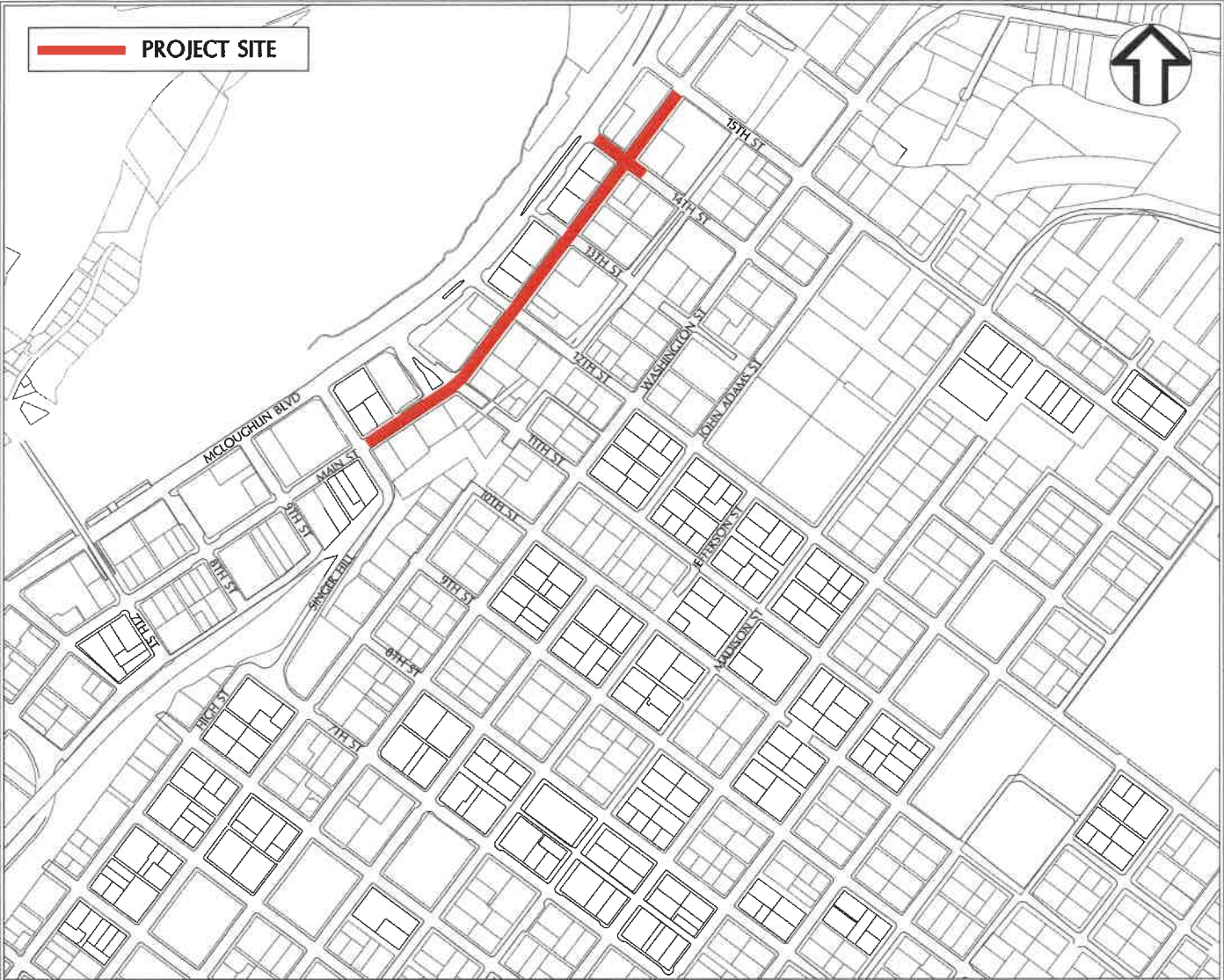


# CITY OF OREGON CITY

## MAIN STREET WATERLINE IMPROVEMENTS - 10TH-15TH

OC PROJECT NO. CI 21-007  
OCTOBER 2022

### INDEX TO SHEETS



PROJECT SITE MAP  
NOT TO SCALE

Attention Excavators: Oregon Law requires the contractor to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. The contractor may obtain copies of these rules from the center by calling (503) 232-1987 or by accessing the Internet at [www.state.or.us/government.htm](http://www.state.or.us/government.htm). The contractor must notify the center at least 2 business days, but not more than 10 business days, before commencing an excavation. Call (503) 246-6699.



Civil Engineer: Wallis Engineering  
215 W. 4th Ave., Suite 200  
Vancouver, Washington 98660  
(360) 695-7041  
Contact: Wes Wegner, P.E.



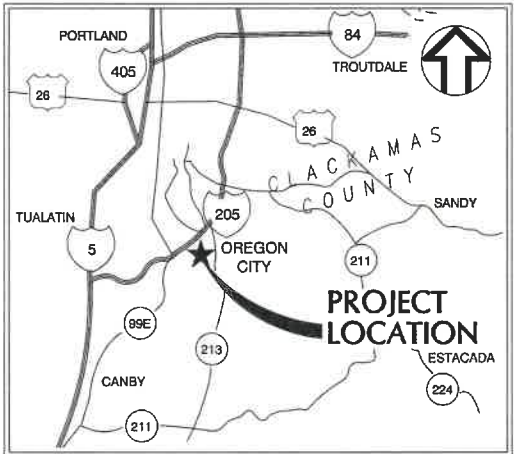
Owner: City of Oregon City  
P.O.Box 3040  
13895 Fir Street - 2nd Floor  
Oregon City, Oregon 97045  
Oregon City Public Works Department  
Contact: John Burrell, Project Manager  
(971) 204-4623  
Contact (Sewer/Storm): Eric Hand  
(971) 204-4600  
Contact (Water): Kevin Hanks  
(971) 204-4600  
Contact (Street Division): Jayson Thornberg  
(971) 204-4600

Other Agencies:

Portland General Electric  
(503) 908-4394  
Contact: Ron Snodgrass  
  
Clackamas County Traffic Maintenance  
(503) 650-3713  
Contact: Rich Gandy

NW Natural  
(503) 226-4211 Ext. 2967  
Contact: Richard Girard  
  
Century Link (Lumen)  
(564) 888-2020  
Contact: Don Sheeran

Comcast  
(971) 777-0953  
Contact: Dan Green  
  
Compass Land Surveyors  
(503) 653-9093  
Contact: Don Devlaeminck



LOCATION MAP  
NOT TO SCALE

|       |                                                          |
|-------|----------------------------------------------------------|
| C1    | COVER                                                    |
| C2    | GENERAL NOTES & LEGEND                                   |
| C3    | TYPICAL SECTIONS                                         |
| C4    | GENERAL TRAFFIC CONTROL NOTES                            |
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| C16   | MAIN STREET ROAD PLAN STA 18+50 TO STA 23+50             |
| C17   | MAIN STREET ROAD PLAN & PROFILE STA 23+50 TO END         |
| C18   | 14TH STREET ROAD PLAN & PROFILE                          |
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| C20   | 14TH STREET & MAIN STREET RAMP PLAN - NORTH              |
| C21   | 14TH STREET & MAIN STREET RAMP PLAN - EAST               |
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| D1    | PROJECT DETAILS                                          |
| D2    | CITY STANDARD DETAILS I                                  |
| D3    | CITY STANDARD DETAILS II                                 |
| D4    | CITY STANDARD DETAILS III                                |
| D5    | CITY STANDARD DETAILS IV                                 |
| D6    | CITY STANDARD DETAILS V                                  |
| D7    | CITY STANDARD DETAILS VI                                 |
| D8    | ODOT STANDARD DETAILS I                                  |
| D9    | ODOT STANDARD DETAILS II                                 |
| D10   | ODOT STANDARD DETAILS III                                |
| D11   | ODOT STANDARD DETAILS IV                                 |
| D12   | ODOT STANDARD DETAILS V                                  |
| D13   | ODOT STANDARD DETAILS VI                                 |
| TS-01 | TRAFFIC SIGNAL LEGEND                                    |
| TS-02 | TRAFFIC SIGNAL MODIFICATION PLAN                         |

### SECTION X - CONTRACT DRAWINGS



# 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:** 04/05/2022

### SUBJECT:

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

### STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with DOWL, LLC in the amount of \$613,037.95 for design services, preparation of bid documents, and construction services for the Holcomb Boulevard Safe Routes to School Project (CI 22-011).

### EXECUTIVE SUMMARY:

The Holcomb Boulevard Safe Routes to School Project was awarded to Oregon City through the Oregon Department of Transportation's Safe Routes to School (SRTS) 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 by providing access connections between existing and future public infrastructure and Holcomb Elementary School.

### BACKGROUND:

In 2005, the City adopted the Holcomb Boulevard Pedestrian Enhancement Concept Plan. This plan identified gaps along Holcomb Boulevard where additional pedestrian and bicycle access was needed. The City is actively working on closing these gaps and has targeted the areas near Holcomb Elementary School for the next phase of improvements with funding assistance from the Oregon Department of Transportation (ODOT).

The Safe Routes to School Competitive Construction Grant Program is a State-funded program managed by ODOT. The program provides communities funding for pedestrian and bicycle safety projects 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 an intergovernmental agreement with ODOT to deliver this project.

City staff are now proceeding with this project by procuring engineering design and construction management services with DOWL, LLC.

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

The project is expected to begin immediately with field investigations and design work beginning in Spring of 2023. The project is expected to go to bid in Winter/Spring of 2024, and construction is anticipated to be completed in August 2024.

On January 19, 2023, a request for proposals for professional engineering and construction management services for the Holcomb Boulevard Safe Routes to School Project was advertised in the *Daily Journal of Commerce* and the City bid site in accordance with City and State contracting procedures for Formal Selection Procedures. Proposals were due February 9, 2023, and three (3) proposals were received. Staff reviewed the proposals and determined that DOWL, LLC was the most qualified proposer.

Therefore, City staff recommends that the Commission award the contract and authorize the City Manager to execute the Contract Agreement with DOWL, LLC in the amount of \$613,037.95 for design services, preparation of bid documents, and construction services for the Holcomb Boulevard Safe Routes to School Project (CI 22-011).

#### **OPTIONS:**

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

#### **BUDGET IMPACT:**

Amount: \$613,037.95

FY(s): FY 2023-25

Funding Source(s): Transportation SDC

**CITY OF OREGON CITY  
PERSONAL SERVICES AGREEMENT**

**HOLCOMB BOULEVARD SAFE ROUTES TO SCHOOL PROJECT (CI 22-011)**

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **DOWL, LLC** ("Consultant").

**RECITALS**

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

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

The parties agree as follows:

**AGREEMENT**

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **December 31, 2024**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **six hundred thirteen thousand, thirty-seven dollars and ninety-five cents (\$613,037.95)**.

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

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

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

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

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



To the City:

City of Oregon City  
13895 Fir Street  
Oregon City, OR 97045  
Attention: John M. Lewis

To Consultant:

**DOWL, LLC**  
**309 SW 6<sup>th</sup> Avenue, Suite 700**  
**Portland, OR 97204**  
**Attention: Dave Simmons**

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

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

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

CITY OF OREGON CITY

**DOWL, LLC**

By: \_\_\_\_\_

John M. Lewis, P.E.

Title: Public Works Director

DATED: \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Anthony J. Konkol III

Title: City Manager

DATED: \_\_\_\_\_, 20\_\_\_\_.

APPROVED AS TO LEGAL SUFFICIENCY:

By: \_\_\_\_\_

City Attorney

\\depot\Departments\PublicWorks\CIP\_PS\_RFQ\_RFP\CIP\_Open\CI 22-011 Holcomb Boulevard Sidewalk Improvements\COMMISSION REPORTS\Consultant\Form - PSA\_Consultant.docx

# ATTACHMENT A

## Contract Statement of Work

### Delivery Schedule and Summary of Estimate for Services

#### Holcomb Boulevard SRTS Project

City Project #: CI 22-011

##### Oregon City

Project Manager: Erik Nichols  
 City of Oregon City  
 13895 Fir Street  
 Oregon City, Oregon 97045  
 971-204-4631  
[enichols@orcify.org](mailto:enichols@orcify.org)

##### DOWL

Project Manager: Dave Simmons  
 5 Centerpointe Drive, Suite 350  
 Lake Oswego, OR 97035  
 971-634-2212  
[dsimmons@dowl.com](mailto:dsimmons@dowl.com)

### General Project Overview and Purpose

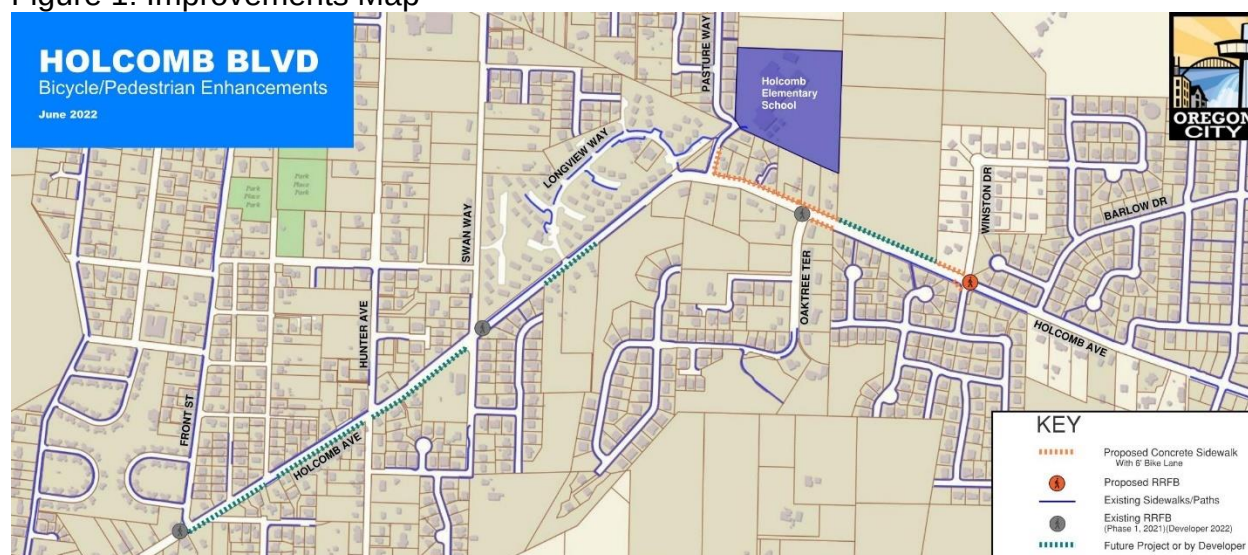
The Holcomb Boulevard Safe Routes to School Project is funded through the Oregon Department of Transportation's Safe Routes to School (SRTS) Grant Program. This design and construction project is for intermittent sidewalk and right-of-way improvements on Holcomb Boulevard, within the City's Park Place neighborhood, between Holcomb School Road and Winston Drive. Project elements shall include the following:

### Streetscape Improvements

The primary goals of the Holcomb Boulevard Safe Routes to School Project are to provide safety improvements for pedestrian and bicycle access along Holcomb Boulevard, providing access connections between existing and future public infrastructure and Holcomb Elementary School. This project will include the following improvements as shown on the Improvements Map (Figure 1):

- 7-foot concrete sidewalks and 6-foot bike lanes
- Street Lighting at marked crosswalk at Winston Drive
- Rectangular Rapid Flashing Beacon (RRFB) & marked crosswalk at Winston Drive
- Flashing school zone signage
- Coordination with utilities on possible relocations
- Assistance with Right-of-Way negotiations with private property owners

Figure 1: Improvements Map



### Utility Improvements

Stormwater improvements will be necessary along the corridor. No major water or sanitary work is anticipated at this time.

### Resources

The following list includes existing plans, reports, documents, standards, drawings, and information that will be helpful in better understanding the project:

- Design Standards / Drawings  
<https://www.orcity.org/publicworks/design-and-construction-standardsdrawings>
- Project identification and background found on this page,  
<https://www.orcity.org/publicworks/2013-transportation-system-plan>, Project W12 and B12 of the City's TSP
- Oregon City OCWebMaps geographical information system (GIS) data  
[https://maps.orcity.org/Html5Viewer\\_2\\_10\\_0/index.html?viewer=OCWebMaps.OCWebMaps](https://maps.orcity.org/Html5Viewer_2_10_0/index.html?viewer=OCWebMaps.OCWebMaps)

### City's Responsibility

The City will perform the following tasks:

- Provide a Project Manager/Engineer responsible for the overall project management and coordination between the Consultant and the City, and with any of the City's other service providers.
- Provide legal review of all contract documents.
- Make available City policies, regulations, guidelines, and records such as as-built information and geographically-referenced GIS maps, as available.
- Assemble and transfer all required information and data, both hard copy and electronic, at no charge to the Consultant.

- v. Coordinate communication among City staff and provide a unified guidance/direction to the Consultant.
- vi. Coordinate staff review. Staff review time for the 60% and 90% deliverables will be 8 and 10 business days respectively.
- vii. Ensure that City staff members provide timely responses to questions and be available for any meetings requested by the Consultant. Meetings between City staff and the Consultant take place virtually.
- viii. Review consultant deliverables.
- ix. Review and process Consultant's monthly payment requests.
- x. Complete all coordination with Metro related to the grant funding.
- xi. Negotiate any contract amendments, as needed.
- xii. Perform other tasks as negotiated.
- xiii. Providing access to City owned Right-of-Way (ROW) and easements
- xiv. Execution of Intergovernmental Agreements (IGAs) related to the Project
- xv. All contact with state, federal agencies, tribal any other outside agency
- xvi. Attending Pre-Construction Conference
- xvii. Attending Project meetings
- xviii. Reviewing and commenting on progress submittals
- xix. Approving and signing CCOs, EWOs, and Request for Increase/Overrun in Project Authorizations prepared by Consultant
- xx. Reviewing and processing monthly pay estimates for construction contract
- xxi. Final Project acceptance of City Right-of-Way (ROW) improvements

### **Project Funding**

The project is funded in part by Oregon Department of Transportation Safe Routes to School Competitive Construction Grant program. The project has the following funding sources budgeted for design and construction, as noted below:

|                                         |                     |
|-----------------------------------------|---------------------|
| SRTS Grant Funding:                     | \$1,642,782.40      |
| <u>City Match (Transportation SDC):</u> | <u>\$410,695.60</u> |
| Total Project Cost:                     | \$2,053,478.00      |

### **Scope of Professional Services and Responsibility**

Consultant shall provide adequate personnel and resources to accomplish the objectives of this Project. Consultant shall provide a wide range of responsible and responsive professional engineering services including project management, roadway design, stormwater system design, utility relocation coordination, right-of-way acquisition, public outreach, surveying, traffic engineering, geotechnical engineering, permitting, specifications, construction management, and inspection services.

## **Task 1 – Project Management**

Consultant's Project Manager shall oversee their team, including all subconsultants necessary to complete the Project. Consultant shall manage and coordinate all components of the Project and take a proactive role in keeping all tasks on budget and ensure timely completion of the Project. The duration of the project design effort through final design is assumed to be 12 months.

Consultant shall provide coordination with City staff and be responsive to email and telephone discussions, in addition to the meetings as listed under various tasks in the scope of work. Consultant shall develop a design schedule to facilitate a timely City review of deliverables. Consultant shall perform the following project management sub-tasks:

### **1.1 Milestone Meetings**

Consultant shall organize and conduct virtual meetings with the City starting with a kickoff meeting and subsequent meetings, noted below, as the design progresses. A meeting agenda and brief meeting summary documenting key decisions and action items will be prepared for each meeting.

Consultant shall conduct a one-hour kickoff meeting with City staff, to achieve the following:

- Define project goals and objectives
- Review project scope and management approach
- Identify roles and responsibilities of key project staff
- Review project schedule and deliverables
- Identify key stakeholders
- Identify and discuss critical path items

Up to four (4) consultant staff shall participate.

Consultant shall conduct technical team meetings with the City to coordinate project details. Four (4) two-hour meetings with up to two (2) staff in attendance are anticipated.

Consultant shall conduct up to four milestone meetings:

- Concept Review Meeting
- 60% Design Review Meeting
- 90% Design Review Meeting
- 100% Draft Contract Documents Meeting

Deliverables:

- Meeting agendas and meeting summaries

### **1.2 Administration**

Consultant shall provide project leadership, schedule management, tracking project budget and expenditures, maintaining accurate recordkeeping and follow-up on all action items. Modifications of the scope shall be identified in early stages such that action plans can be developed to avoid or minimize impacts to the budget and/or schedule.

Consultant shall draft the project schedule for the kickoff meeting and update up to two times throughout the design phase.

Consultant shall participate in one-hour monthly PM meetings with the City. One consultant shall attend this meeting, to be held virtually. Consultant shall maintain an action and decision log.

Deliverables:

Project schedule, action and decision log

### 1.3 Monthly Reports and Invoices

Consultant shall submit a Monthly Reports to the City that includes the following:

- Monthly invoice, which clearly identifies the work accomplished.
- Summary of the work accomplished to date including a statement on the overall project budget. The detailed cost summary shall be detailed out by task and sub-task, including % of task complete, \$ value this month and to date, and the % and \$ value of the total project completed.
- A description of any unanticipated events and how issues are being resolved. This shall include any adjustments to the schedule for the project as well as project costs.

Deliverables:

- Consultant shall provide monthly invoices and progress reports

### 1.4 Quality Control

Consultant shall perform independent design check and Quality Control/ Quality Assurance (QC/QA) review of reports, drawings and quantities.

Deliverables:

- QC/QA documentation shall be maintained in files located at the Consultant's office and be available for inspection by the City upon request

## **Task 2 – Stakeholder Involvement and Public Outreach**

The City will lead, with support from Consultant, the stakeholder involvement and public outreach during both the design phase and the construction phase. This outreach is anticipated to include coordination with Holcomb Elementary School, the Park Place Neighborhood Association, impacted properties along the corridor, and interested parties.

The project team will work with the City Project Manager to complete the following subtasks:

### 2.1 Public Informational Meetings

Consultant shall provide materials for the City to conduct two (2) public briefings that will present the design status, project schedule, project impacts and to collect comments on the project.

Consultant shall prepare up to three (3) exhibits, based upon the plans being developed, up to 36"x48" in size for each meeting depicting relevant design features, the project schedule, and the total project limits and impacts. Consultant shall revise exhibits based on comments from the City assuming up to one (1) revision. Consultant shall print each exhibit.

Deliverables:

- Draft and Final exhibits

## 2.2 Stakeholder Meetings

The City will meet with property owners. Consultant shall coordinate with the City and provide relevant design information available at the time of these meetings to support the discussion. This content will be developed in other tasks.

Deliverables:

- Design information

## **Task 3 – Surveying**

Consultant shall provide labor, equipment and materials to complete the surveying needs for the project as defined in Figure 2. Surveying on this project includes establishing a control network, performing topographic mapping within the defined topographic limits, and filing a Pre-Construction Survey with the Clackamas County Surveyors Office. This work shall identify the City right-of-way within the project area.

All deliverables must be reviewed and stamped by Consultant's Professional Surveyor (PLS) registered in the State of Oregon.

The limits of topographic surveying and right-of-way resolution for this project per Figure 2.



Figure 2: Mapping Limits



### 3.1 Horizontal and Vertical Control

Consultant shall establish horizontal and vertical survey control for the project. The horizontal datum is North American Datum (NAD) 83/91 HARN realization and the vertical datum is North American Vertical Datum (NAVD) of 1988 (Geoid 18). The project coordinates are on Oregon State Plane - North Zone. The units will be international feet.

#### Deliverables:

The following deliverables are part of this task:

- ASCII File containing the OCRS coordinates for all network control points.
- One scanned copy of the original field notes in \*.pdf format.

### 3.2 Pre-Construction Record of Survey

Consultant shall perform right-of-way research (surveys, plats, deeds, etc.) to locate existing monuments and to resolve existing roadway centerlines and right-of-way lines within the project limits.

Consultant shall obtain listing kits for each of the properties adjoining Holcomb Boulevard. Assumed 30 properties.

Consultant shall perform a field survey of existing monuments subject to disturbance by the project or needed to resolve existing right-of-way lines. If the initial search is inconclusive, a second search will be made utilizing coordinates calculated from nearby found monuments and/or additional measurements. Consultant shall survey at least one



Public Land Survey System (PLSS) corner tie for ROW descriptions and future filing of the survey.

Consultant shall resolve the existing centerline and right-of-way lines for Holcomb Boulevard. Existing side street centerline and right-of-way lines will be resolved, as necessary, in the project areas. Existing property lines will not be resolved, but will be calculated from survey and deed records, as necessary. Parcel tax lot ID numbers, owner names, property addresses (if applicable), existing property lines (entire property), and existing right-of-way lines will be compiled on a right-of-way map.

Consultant shall prepare a pre-construction record of survey to show the existing centerlines and right-of-way lines to document the factors pertaining to this resolution, and to show control established in Task 3.1. This survey will also dimension the location of all monuments located that may be disturbed by construction. This survey will conform to ORS 209.155 and ORS 209.250. File the record of survey with the Clackamas County Surveyors Office.

#### Deliverables:

The following deliverables are part of this task:

- Pre-Construction Record of Survey, in AutoCAD V2018 compatible format, to be filed with the Clackamas County Surveyors Office.
- One scanned copy of the original field notes in \*.pdf format.
- One pdf file for each of the 30 Listing Kits.

### 3.3 Topographic Survey and Base Mapping

Prepare and submit survey notification letter to the City Project Manager for review and distribution by the City.

Consultant shall provide all labor, equipment, and materials to perform a topographic survey for the project. Consultant shall tie all topographic features, man - made or natural within the topographic survey limits described in this SOW. This will include, but not be limited to, edge of pavement, curb, existing utilities, fences, lights, wells, storm drainage structures, culverts, roof drains, valves, landscaping, driveways, fences, buildings, walks, signs, and striping. Any affected utilities or features will be tied as required for design. Tie grade breaks to create an accurate terrain model.

Consultant shall locate all trees, including size and species of trees 6 inches (DBH) or greater, and mark each tree with an ID tag.

Consultant shall gather the field data necessary to show utility locations in the base mapping for roadway design. Consultant shall request underground utilities to be marked in the field within the topographic survey limits as identified above. Consultant shall use the statewide utility notification system (OUNC) to submit a pre-survey locate request. Consultant shall record in the field notes the utility ownerships. All storm and sewer manholes, cleanouts and inlets invert elevations will be measured and recorded. Elevations will be recorded on rims of manholes and inlets. Invert elevations of culverts will be obtained as well as size and material type.

Consultant shall reduce field survey data and prepare a topographic base map compatible with AutoCAD v2018, with 1 foot minor and 5 feet major contour intervals. A Digital Terrain Model (DTM) in Land XML format will be created using a combination of survey data including breaklines, features, and spot elevations.

**Deliverables:**

The following deliverables are part of this task:

- Survey Notification Letter.
- 1"=50' scale topographic survey Base map in AutoCAD v2018 compatible Format
- LandXML file of the surface model
- OUNC locate request
- Copy of original survey field notes

#### **Task 4 – Design Studies and Reports**

Consultant shall include the following design studies and reports:

##### 4.1 Traffic Analysis (Reserved)

##### 4.2 Geotechnical Investigation (Reserved)

##### 4.3 Stormwater Analysis

Consultant shall complete a drainage analysis for basins within the project area of influence and calculate flow rates and/or the volume of stormwater runoff from impervious areas within the project site. The stormwater analysis will also include a downstream analysis to determine if there are conveyance restrictions that would necessitate flow control.

Consultant shall summarize the findings of the drainage analysis in the Preliminary Design Report (Task 5.9).

**Assumptions:**

- No meetings will be required.
- Pipe condition assessments (TV inspections), if necessary will be performed by the City.
- There will be no capacity restrictions downstream of the project that require flow control.
- No stormwater quality or quantity treatment will be required.

**Deliverables:**

- Drainage analysis findings to be provided in the Preliminary Design Report (Task 5.9)

#### **Task 5 – Preliminary Design (60%)**

##### 5.1 Roadway Design

Consultant shall develop a conceptual design identifying the sidewalk alignment along Holcomb Boulevard and Holcomb School Road. The conceptual design analysis will include development of conceptual driveway alignments to six properties and the public

street connections at Godon Way and Winston Drive. A strip map showing the plan and profiles for the sidewalk and driveways shall be prepared for review with the City during the Concept Review Meeting noted in Task 1.1.

Following the Concept Review Meeting, Consultant shall develop a preliminary sidewalk and bike lane alignment and review the alignment design against design speed and sight distance criteria, identify applicable design exceptions and develop preliminary typical sections for Holcomb Boulevard and Holcomb School Road. Consultant shall prepare plan and profile sheets. This task does include preliminary curb return profiles. Approximate grading limits will be determined for driveways and side street connections sufficient to determine ROW needs.

Consultant shall prepare typical sections, preliminary intersection details, preliminary driveway details, one RRFB crossing location, preliminary curb ramp details, construction plans, profile, and note sheets for Holcomb Boulevard.

#### Assumptions:

- 7-ft wide sidewalk with bike lanes will be approximately 1400-ft.
  - Holcomb School Rd to Oaktree Terrace on the north side of Holcomb Blvd.
  - South side of Holcomb Blvd from Oaktree Terrace to existing sidewalk
  - North side of Holcomb Blvd from Serres Farm parcel to Winston Dr.
- Nine ADA ramps will be designed.
  - 2 at the north west corner of Winston Dr.
  - 2 at the south west corner of Winston Dr.
  - 2 on Holcomb Blvd east of Oaktree Terrace at the RRFB location
  - 2 at the north east corner of Holcomb School Rd.
  - 1 at the north west corner of Holcomb School Rd.

Roadway plan sheets prepared for the 60% design as listed in Task 7.9.

#### Deliverables:

- Plan sheets and estimate as part of Task 5.9.

## 5.2 Stormwater Design

Consultant shall design stormwater conveyance and management facilities in conformance with City Standards. Consultant shall include preliminary drainage concepts on the roadway plan and profile sheets at 60% Design based on findings from Task 4.3. The design information will be limited to main pipe sizes, the location of inlets and manholes, profile grades and elevations, and the extent and general configuration of stormwater management facilities. Stormwater details will be prepared during 90% design.

#### Assumptions:

- The stormwater conceptual design will consist of the configuration and extent of the stormwater collection and conveyance system; stormwater management facility design will not commence until after confirmation of the conceptual design.
-

- o Drainage plan and profiles (P&P) will be included on the roadway P&P sheets.
- o Up to 4 plans sheets will be prepared for the 60% design submittal.

Deliverables:

- Plan sheets and estimate as part of Task 5.9.

### 5.3 Traffic Control Plans (Reserved)

### 5.4 Structural Design (Reserved)

### 5.5 Signing and Striping

Consultant shall prepare design plans, details, and construction estimate for the signing (including school zone signage) and striping along Holcomb Boulevard and Holcomb School Road.

Deliverables:

- Plans, details, and estimate as part of Task 5.9.

### 5.6 RRFB Design

Consultant shall prepare a preliminary plan and construction estimate for the Holcomb Boulevard crossing at Winston Drive.

Deliverables:

- Plan sheet and estimate as part of Task 5.9.

### 5.7 Illumination Design

Consultant shall prepare preliminary design for illumination layout for the marked crossing at Winston Drive and along the roadway where new sidewalk is constructed. Task shall include cost estimates and preliminary plans showing the proposed illumination layout and proposed lighting calculations consistent with IES RP-8 design guidelines. All design elements will comply with City and PGE design standards as applicable. PGE coordination will take place prior to submittal of the 60% design for location of service connections as needed.

Deliverables:

- Plan sheets and estimate as part of Task 5.9

### 5.8 Landscape Design (Reserved)

### 5.9 Preliminary Design Report

For the 60% Design, Consultant shall compile and prepare a narrative of the alternatives evaluation with environmental, site and design constraints and opportunities, and summarize significant task work completed to-date in a Preliminary Design Report. The narrative shall discuss each alternative analyzed including advantages and disadvantages along with recommendations.

Consultant shall prepare cost estimates for the design elements. The estimates will be based on quantity take-offs and current construction costs for each bid item. Consultant shall develop preliminary construction time estimate.

Consultant shall summarize the following in the Preliminary Design Report:

- Environmental features & constraints
- Stormwater analysis
- Roadway geometrics
- School zone evaluation
- Illumination criteria and lighting analysis metrics
- Temporary traffic control
- Preliminary cost estimate
- Preliminary construction schedule

Consultant shall submit a Design Report to document each discipline's preliminary work and findings.

Assumptions:

- No revisions to the Report will be required as the project will move into final design incorporating City comments accordingly.
- Technical Reports supporting the Preliminary Design Report will be submitted separately.

Deliverables:

- Preliminary Design Report with plan sheets and cost estimate

#### 5.10 Erosion and Sediment Control Plans

Consultant shall prepare erosion and sediment control plans and details for Holcomb Boulevard and Holcomb School Road.

Assumptions:

- The anticipated disturbance is less one acre. Staged erosion and sediment control plans are not required
- Erosion and Sediment Control plan sheets prepared for the 60% design as listed in Task 7.9.

Deliverables:

- Plan sheets and estimate as part of Task 5.9.

### **TASK 6 Final Design (90%)**

Level of detail and expectations for the 90% milestone is as follows:

The appropriate plans include: plan and profiles, driveway details, storm drainage and water quality plans and details, final design of structures and details, final staging plans, final signal plans and details, final street lighting plans and details, final signing and striping plans and details.

Consultant shall update cost estimates for the design elements. Consultant shall prepare special provisions using redline/strikeout utilizing the 2021 Oregon Standard Specifications for Construction and City boilerplate special provisions. Consultant shall write additional specifications, as required.

#### 6.1 Roadway Design

Consultant shall incorporate comments received following the 60% design submittal and prepare plan and profile and general construction sheets as described above.

Consultant shall complete design of curb return profiles, corner islands and intersection grading and special details.

Deliverables:

- Plans, special provisions and estimate as part of Task 6.9.

#### 6.2 Stormwater Design

Consultant shall incorporate comments received following the 60% design submittal and prepare stormwater drainage plans as described above.

Consultant shall complete the design of the stormwater conveyance system and develop pertinent details.

Deliverables:

- Plans, special provisions and estimate as part of Task 6.9.

#### 6.3 Traffic Control Plans (Reserved)

#### 6.4 Structural Design (Reserved)

#### 6.5 Signing and Striping

Consultant shall incorporate comments received following the 60% design submittal and prepare signing and striping plans. The design will be completed per City and MUTCD standards.

Deliverables:

- Plans, special provisions and estimate as part of Task 6.9.

#### 6.6 RRFB Design

Consultant shall incorporate comments received following the 60% design submittal and prepare plan and detail sheets.

Deliverables:

- Plans, special provisions and estimate as part of Task 6.9.

#### 6.7 Illumination Design

Consultant shall incorporate comments received following the 60% design submittal and prepare illumination plans and details.

Deliverables:

- Plans, special provisions and estimate as part of Task 6.9.

#### 6.8 Landscape Design (Reserved)

#### 6.9 90% Submittal

Consultant shall compile the plans, special provisions and cost estimate from Tasks 6.1-6.8 to submit to the City.

Consultant shall address and track all review comments and responses from the 60% submittal. A spreadsheet will be prepared to track comments and responses.

Consultant shall assemble the technical special provisions from each discipline, using APWA/ODOT 2021 Standard Specifications for Construction.

Consultant shall assemble the engineer's cost estimate. Consultant shall update the construction time estimate that outlines project construction sequence and time frames.

Deliverables:

- 90% plans, special provisions, engineer's cost estimate and construction time estimate.

#### 6.10 Erosion and Sediment Control Plans

Consultant shall incorporate comments received following the 60% design submittal and prepare erosion and sediment control plans. The design will be completed per DEQ standards.

Deliverables:

- Plans, special provisions and estimate as part of Task 6.9.

### **TASK 7 Final Design (100%)**

Level of detail and expectations for the 100% milestone is as follows:

Consultant shall update plans and cost estimates for the design elements. Consultant shall update special provisions using redline/strikeout utilizing the 2021 Oregon Standard Specifications for Construction boilerplate special provisions. Consultant shall write additional specifications, as required.

#### 7.1 Roadway Design

Consultant shall incorporate comments received following the 90% design submittal and prepare final plan and profile and general construction sheets as described above.

Deliverables:

- Signed plans, special provisions and estimate as part of Task 7.9.

## 7.2 Stormwater Design

Consultant shall incorporate comments received following the 90% design submittal and prepare final stormwater drainage plans.

Deliverables:

- Signed plans, special provisions and estimate as part of Task 7.9.

## 7.3 Traffic Control Plans (Reserved)

## 7.4 Structural Design (Reserved)

## 7.5 Signing and Striping

Consultant shall incorporate comments received following the 90% design submittal and prepare final signing and striping plans.

Deliverables:

- Signed plans, special provisions and estimate as part of Task 7.9.

## 7.6 RRFB Design

Consultant shall incorporate comments received following the 90% design submittal and prepare final RRFB plan and detail sheets.

Deliverables:

- Signed plans, special provisions and estimate as part of Task 7.9.

## 7.7 Illumination Design

Consultant shall incorporate comments received following the 90% design submittal and prepare final illumination plans and details.

Deliverables:

- Signed plans, special provisions and estimate as part of Task 7.9.

## 7.8 Landscape Design (Reserved)

## 7.9 100% Submittal

Consultant shall compile the plans, special provisions and cost estimate from Tasks 7.1-7.8 to submit to the City.

Consultant shall address and track all review comments and responses from the 90% submittal. A spreadsheet will be prepared to track comments and responses.

Consultant shall assemble the technical special provisions, updated as necessary, from each discipline, using APWA/ODOT 2021 Standard Specifications for Construction.

Consultant shall assemble the updated engineer's cost estimate. Consultant shall update the construction time estimate that outlines project construction sequence and time frames.



## Deliverables:

- Signed plans, special provisions, engineer's cost estimate and construction time estimate.

**Holcomb Boulevard Final Design Plan List**

| TITLE                                                                | SCALE            | # | 60% | 90% | 100 & Bid |
|----------------------------------------------------------------------|------------------|---|-----|-----|-----------|
| A01 - Title Sheet                                                    | NTS              | 1 | X   | X   | X         |
| A02 - Index Sheet, Legend and Standard Drawing Numbers, sheet layout | NTS              | 1 | X   | X   | X         |
| BA Series - Typical Sections                                         | NTS              | 1 | X   | X   | X         |
| BB Series – Roadway and Standard Details                             | NTS              | 5 | X   | X   | X         |
| BC Series – Pedestrian Ramp Details                                  | 1" = 10'         | 5 | X   | X   | X         |
| BD Series - Pipe Data Sheets                                         | NTS              | 1 |     | X   | X         |
| C Series – Primary Roadway Plan and Notes                            | 1" = 40'         | 4 | X   | X   | X         |
| E Series – Traffic Control                                           | 1" = 60'         | 4 | X   | X   | X         |
| FA Series – Erosion Control and Details                              | 1" = 40'         | 3 |     | X   | X         |
| HA Series – Stormwater Details                                       | Varies           | 1 |     | X   | X         |
| L Series - Signing and Striping Plans                                | 1" = 40' Stacked | 4 | X   | X   | X         |
| L Series - Signing and Striping Details                              | NTS              | 2 |     | X   | X         |
| M Series – RRFB Plans                                                | 1" = 20'         | 2 | X   | X   | X         |
| P Series - Illumination Plans                                        | 1" = 40' Stacked | 4 | X   | X   | X         |
| P Series - Illumination Details                                      | NTS              | 1 |     | X   | X         |
|                                                                      |                  |   |     |     |           |
| Supplemental Design Cross Sections*                                  | 1" = 10' Stacked |   |     | X   | X         |

\* Appended to plan sheets

**7.10 Erosion and Sediment Control Plans**

Consultant shall incorporate comments received following the 90% design submittal and prepare final erosion and sediment control plan and detail sheets.

## Deliverables:

- Signed plans, special provisions and estimate as part of Task 7.9.

**Task 8 – Utility Coordination**

Consultant will be leading the utility coordination and notification efforts for this project. Consultant will coordinate with the following private utilities: power, communications, gas, cable television and other private utilities that may be present within the project limits. The public utilities may include water, sanitary sewer and storm sewer facilities throughout the project area.

### 8.1 Impact Assessment and Notifications

Consultant will create a utility conflict map and list based upon collected utility location during topographic survey as supplemented by additional system maps.

- Identify potential design conflicts for up to 24 conflicts (conflicts to be identified on plan sheets) and develop an itemized conflict list.
- Produce existing utilities location map.

Deliverables;

- Utility conflict plan sheets and itemized list at 60% design milestone
  - Up to 8 utilities with three conflicts per utilities within the project area.
- Existing utilities location map

### 8.2 Review Utility Data and On-Going Coordination

Consultant shall review project plans relative to existing utilities to determine possible conflicts with the proposed improvements. A base map will be provided to all utility companies identified within the project area. A contact log will be utilized to document phone conversations and emails with the utility companies.

Consultant will coordinate with each utility on a regular basis throughout the design phase of the project. Consultant shall assist the affected utilities to determine where any necessary potholing may be required. Consultant shall survey all reference points placed by potholing contractor(s).

Assumptions

- Potholing will be coordinated and completed by the affected utilities and their contractor(s)
- Up to 8 utilities are present within the project area.
- Project plans will remain the final depiction of all project construction and utility impacts.
- A maximum of one day of surveying will be required for potholing efforts.

Deliverables:

- Updates to the Project base map for surveyed pothole information
- Copy of contact log made available upon request

### 8.3 Utility Coordination Meetings

Consultant shall organize, lead and document up to five (5) utility coordination meetings with utilities within the project area. The meetings will discuss preliminary design direction and major anticipated utility conflicts. Up to two (2) consultant staff shall attend utility coordination meetings.

Deliverables:

- Meeting summaries

## **Task 9 – Permitting and Land Use Approvals**

The City shall coordinate and lead all aspects of required permits and Land Use Approvals. This project anticipates the following permits and land use approvals will be required and should be included:

- Tree Removal is anticipated in the project area, and requirements are outlined in [OCMC 17.41](#) for trees on private property and in [OCMC 12.08](#) for trees within public right-of-way.
- Geologic Hazards Land Use Approval as the project area is located within this area, and requirements are outlined in [OCMC 17.44](#).

### **9.1 Tree Removal/Mitigation Plan**

Consultant shall prepare and submit a tree protection/tree removal permit application meeting the applicable standards and requirements under municipal code section 17.41 and 12.08. A tree removal narrative and tree removal mitigation plan describing proposed fee in-lieu payment shall be prepared by an arborist.

Assumptions:

- City will be responsible for payment of all submittal fees.
- Tree replacement requirements (mitigation plan) for any trees removed will be addressed through a fee-in-lieu payment.

Deliverables:

- Tree removal/mitigation plan narrative

### **9.2 Geologic Hazard Area Review**

Portions of the project area reside within the City's Geological Hazard Area due to steep slopes which is regulated by City Code OCMC 17.44. Consultant will provide a geologic setting review, which will include a review of the City's Geologic Hazard Area.

Deliverable:

- Geotechnical memorandum.

## **Task 10 – Right-of-Way and Easement Acquisition Services (Contingency Task)**

Consultant shall provide right-of-way acquisition services to acquire necessary right-of-way, easements, and temporary construction easements along the project. services. It is anticipated that up to 10 files will require the acquisition of Right-of-Way which may include Temporary Construction Easements.

### **10.1 Determine Type of Easements**

Consultant shall determine any partial or full acquisitions of right-of-way or easements required based on the 60% design submittal. Revise as directed by City.

### **10.2 Preliminary ROW Budget Estimates**

Consultant shall develop confidential budgetary right-of-way and easement cost that will be used to evaluate project alignment alternatives. Consultant will provide a spreadsheet of potential right-of-way acquisitions, listing phone numbers, site

addresses and type(s) of acquisitions from each parcel: parcel maps, and right-of-way acquisition and preliminary cost estimates for each parcel.

### 10.3 Right of Way Strip Map and Field Staking of Easements

Consultant shall perform the following:

- Prepare a right-of-way strip map showing the required easements for the project.
- Stake the location of the required new easements in the field prior to the real estate appraisal process. Assumes staking can be performed in with a two day field visit to stake easements.

### 10.4 Legal Descriptions

Consultant shall:

- Prepare roadway centerline description. To be incorporated into the Legal Descriptions.
- Prepare Legal Descriptions and Exhibits for acquisition of ROW and Easements required for the project. Descriptions will be based upon station calls and offsets from the roadway centerline description.
- It is assumed up to 10 properties will be affected.

### 10.5 Title Reports and Title Insurance

Consultant shall:

- Obtain one (1) title report the property to be acquired.
- Review title reports for issues that need to be resolved before or at closing.
- Order title insurance as needed.

### 10.6 Real Estate Appraisals

Consultant shall prepare real estate appraisals in accordance with the ODOT Right-of-Way Manual and the Uniform Relocation Act for each parcel identified for which a property interest is to be acquired. Provide the City with two copies of each real estate appraisal.

### 10.7 Review Appraisals

Consultant will hire an independent review appraiser to review the completed appraisal. Consultant will prepare a Memorandum of Just Compensation and obtain City's agreement to just compensation as determined by the appraisal process. Documentation of independent review appraisal will be provided to the City.

### 10.8 Acquisitions

Consultant shall conduct negotiations, on behalf of the City, for the acquisitions in accordance with City acquisition guidelines and applicable State and Federal law.

Consultants shall compile and/or prepare all essential documents to be submitted to owners and tenants as required by the Federal Uniform Act and State Law. These include, but are not limited to project information letters, acquisition and relocation brochures, offer-benefit letters, acquisition summary statements, copy of appraisal, map of acquisition (if not included in appraisal), and City's deed or easement documents. Consultant shall make all offers in person or by certified mail.

City to provide documentation format for purchase (Deed or easement).

Consultant shall present offer to property owner using 40-day format for purchases under ORS 35.

Consultant shall provide property owner with a copy of the appraisal.

Consultant shall provide written documentation of conversations with owners and tenants during negotiations.

Consultant shall prepare obligation agreements for items not included on construction plans (need to be preapproved by the City of Oregon City).

Consultant shall obtain tax payer identification number (W-9).

Consultant shall provide completed file to the City of Oregon City.

Consultant shall make every reasonable effort to acquire the property expeditiously by negotiation. Property owners must be given reasonable opportunity to consider the offer and present material the owner believes is relevant to determining the value of the property. Consultant shall conduct negotiations for acquisition of real property in accordance with applicable City, State and Federal law as related to voluntary and involuntary acquisitions.

Consultant shall not take any coercive action in order to induce an agreement on the price to be paid for the property (49 CFR 24.102(h)).

Closing shall be done at a Title and Escrow Company.

If negotiations do not result in an agreement, the Consultant is to submit a "recommendation for condemnation" packet to the City for further action.

#### Assumptions

- City will pay closing costs
- City will provide formats of documents to be used for acquisition.
- No relocation activity is anticipated.

#### 10.9 Coordinate Project Closings

Consultant shall coordinate project closings. Right-of-way agent(s) shall possess the ability to notarize documents in the field.

#### 10.10 Right-of-Way Status Updates

Consultant shall develop a Right-of-Way Status Report and update and submit to City on a monthly basis.

#### Deliverables:

- Right-of-Way cost estimates
- Prepare Legal Descriptions

- Right-of-Way Impact Maps
- Title Reports
- Real estate appraisals
- Review appraisals and Recommendation for setting Just Compensation
- Completed negotiation packets with documents for final closing for final closing
- Right-of-Way Status Reports

Assumptions:

- If Right-of-Entries (ROE) are required for fieldwork, City will obtain the ROE's.
- Fees do not include condemnation services or expert witness services.

### **Task 11 – Bidding Services**

Consultant shall provide engineering services necessary to facilitate bidding the final PS&E documents for construction. This work may include responding to bidder inquiries, preparing technical addenda, reviewing bids received (including pricing), and providing a Recommendation to Award Letter.

#### **11.1 Pre-Bid Services**

Provide engineering services necessary to support the bidding that includes answering questions, attending the pre-bid meeting, and assisting the city with evaluating estimates and selecting a prospective bidder.

Assumptions:

- Anticipated level of effort is limited to 22 hours of total engineering services.
- Contract document printing costs and advertising costs for bids is not included.
- The City will facilitate all advertising, question and answers and receiving bids

#### **11.2 Prepare Technical Addenda**

Prepare technical addenda, as required, to address contractor questions and resolve documented inconsistencies in the plans and specifications.

Assumptions:

- Effort assumes up to two technical addenda
- One addendum may require modifications of up to 2 plan sheets and 2 specification sections

Deliverables:

- Addenda shall be submitted, as required, to the city electronically in .pdf format

### **Task 12 – Construction Management Services**

This activity is continuous throughout the duration of the construction phase of the Project. Consultant shall guide and direct the Construction Administration and Construction Engineering and Inspection (CA/CEI) Services and Consultant's team in conformance with the construction phase requirements and the Project's goals and objectives. Consultant shall monitor progress of the Project and CA/CEI Services.

### 12.1 Coordination

Consultant shall provide leadership, direction and control of these CA/CEI Services.

Consultant shall:

- Direct Consultant's team with regard to overall CA/CEI activities and team meetings.
- Maintain liaison, communication and coordination between Consultant's staff, City PM, and Construction Contractor (CC) to facilitate timely, efficient operations for all involved.

Deliverables:

- On-going coordination and communication as needed to appropriately manage the CA/CEI Services (no tangible deliverables for this task.)

### 12.2 Status Reports and Invoices

Consultant shall prepare (8) monthly Status Reports throughout the duration of the CA/CEI Services. See Section E.2, Project Schedule.

The Monthly Status Report must:

- Describe the previous month's Consultant activities
- Describe the planned activities for the next month
- Identify any issues or concerns that may affect the CA/CEI Services and budget or the Project schedule and Project budget

If the construction Project schedule milestones are significantly revised, Consultant shall attach the updated Project schedule and submit with Monthly Status Report. Consultant shall submit the Monthly Status Reports to PM with the monthly Consultant invoice.

Deliverables:

Monthly Status Report - Submitted to PM with the monthly invoice no later than the 15th calendar day of the month following the reporting month.

### **Task 13 - Construction Contract Administration**

Consultant shall support the Project's needs by providing CA/CEI Services required for the City PM to certify that the Project was completed according to the Plans and Specifications for the Project. Consultant shall engage the Professional of Record (POR) as required to provide engineering Services required to administer design changes that may become necessary during the construction phase of the work.

### 13.1 Construction Contract Administration

Consultant shall provide day-to-day administration of the construction contract. Consultant shall complete contract administration tasks as outlined in the ODOT manuals, the Contract Plans and Specifications, and this Contract. In addition to any other requirements identified in the reference standards identified above, Consultant shall:

- Issue First Notification when on-site construction work begins.

- Monitor overall budget and costs included in the Project Construction Authorization
- Monitor and evaluate the construction schedule and determine whether the CC is proceeding in a manner that will result in timely Project completion in conformance with the construction contract documents. If the CC is not proceeding in this manner, document the delay and determine and pursue the appropriate action
- Review Contractor's Request for Subcontract Consent
- Perform Labor Compliance monitoring
- Prepare, submit and coordinate processing of CCO and EWO
- Prepare, track and submit to City billings from CC.

**Deliverables:**

- First Notification, Second (substantial completion) and Third Note (final completion/project acceptance)
- Approved Subcontracts
- Certified payroll reports
- Draft CCO and EWO documents with supporting documents (cost estimate and justification)

### 13.2 Monthly Progress Estimates

Consultant shall prepare the monthly progress estimate for CC's work performed through the last working day of the month.

No later than the 8th of the month, Consultant submit the preliminary progress estimate to the CITY PM with CC invoice.

**Deliverables:**

- Monthly Preliminary Progress Estimate

### 13.3 Project Progress Meetings

Consultant shall attend and participate in the Pre-Construction Conference. Attendees will include the CC, City PM, and others as may be appropriate to discuss the construction schedule, utility involvement, permit concerns, required documentation submittals, materials and other items relevant to the construction of the Project.

Consultant shall attend and participate in periodic Project Progress Meetings with the CC and others as needed, including but not limited to the City PM. The Project Progress Meetings are intended to promote Project progress, proper communications, effective working relationships and timely issue resolution.

Consultant shall attend and participate in additional activity-specific technical kick-off meetings for various activities required by the construction contract.



ASSUMPTIONS FOR BUDGETING PURPOSES: Project Progress Meetings are assumed to be weekly (during active construction) with no more than 2 Consultant staff attending and (20) meetings are assumed, see the end of this Contract for the Project Schedule assumptions.

Deliverables:

- Project Progress Meeting minute comments – Submit via email comments to each attendee and CITY PM upon request.

#### 13.4 Shop Drawing & Submittal Review

Consultant shall review construction shop drawings and working drawings submitted either electronically by the CC. Consultant shall log in the submittal when it arrives, track the submittal to ensure timely response, and log out the reviewed submittal when it is returned to the CC. Consultant shall conduct submittal review in accordance with Section 00150.35 of the Standard Specifications. Consultant shall:

- Maintain the as-submitted copies in the Project files
- Conduct review and prepare mark-up/comment copies of the shop drawing. Stamped Drawings must be signed and dated by the POR and marked as either RV = Reviewed, or RVC = Reviewed with Comment. Unstamped Drawings shall be marked as AP = Approved, AX = Approved as Noted, or RC = Returned for Correction
- Include construction contract number on all shop drawings

ASSUMPTIONS FOR BUDGETING PURPOSES: A total of 20 submittals will be reviewed with an average of 4 hours of staff time per submittal.

Deliverables:

- Approved shop drawings with comments returned electronically

#### 13.5 Responding to Requests for Information

Consultant shall provide consultation and technical services regarding design issues raised during construction of the Project. Consultant shall clarify construction contract documents and provide written responses to Requests for Information (“RFIs”). The design consultation will occur only as required and may be ongoing throughout the CA/CEI Services and the Project. Consultant shall engage the services of the POR on all matters involving design changes.

ASSUMPTIONS FOR BUDGETING PURPOSES: A total of 6 RFI's will be reviewed with an average of 4 hours of staff time per submittal.

Deliverable:

- Written documentation of responses to CC or City inquiries submitted to City PM within 3 business days of inquiry unless other delivery date is agreed to by City PM.

### 13.6 Design Modifications

If Consultant or CC determines that design modifications may be necessary, Consultant shall discuss potential changes with City PM and POR prior to verbally agreeing on changes with CC or preparing the appropriate contract change order documents, depending upon the type of work (changed work, extra work, or force account work). Upon request of the City PM, Consultant shall work with the POR to prepare detailed engineering design revisions necessitated by conditions encountered during construction. These design revisions must be accompanied by the necessary contract change order documents (CCO, EWO) to make them a part of the construction contract.

ASSUMPTIONS FOR BUDGETING PURPOSES: A total of 1 design modification consisting of 1 new plan sheet consisting of 40 hours of total staff time.

Deliverables:

- Design details for modifications (prepared or approved by the POR for appropriate changes to Project design) - Submit to City PM at date agreed to when work was requested.

### Task 14 - WORK ZONE MONITORING AND INSPECTION

Consultant shall provide on-site monitoring and inspection of construction for conformance with, and shall enforce compliance with, construction contract documents. Consultant shall have a certified Inspector on site during all critical times during the construction process. Consultant shall monitor the CC's quality control process for compliance with the construction Contract requirements.

Consultant shall conduct environmental inspection site visits during the construction phase of the Project to monitor and document compliance with the environmental permits and effectiveness of best management practices, avoidance and minimization measures, challenges encountered and corrective actions.

Consultant shall monitor and enforce the following for compliance to construction contract requirements:

- Permit compliance during construction
- Temporary Traffic Control measures
- Erosion Control installation and maintenance

Consultant shall monitor the CC to verify the following deliverables are completed and submitted (to the extent the deliverables are required by the construction contract documents). If the documents are not submitted to the Consultant, then the Consultant shall take appropriate action to require compliance by the CC:

- Temporary Protection and Direction of Traffic (TP&DT) Reports
- Erosion Control Monitoring Reports

Consultant shall coordinate and conduct on-site monitoring and inspections so they do not cause unnecessary adverse impacts to the construction schedule. On-site monitoring and inspections must occur at critical times during the construction process based on Consultant's evaluation of the CC's schedule, construction contract documents and as outlined in the ODOT Construction Manual, the Manual of Field Test Procedures and the ODOT Inspectors Manual.

#### 14.1 Construction Activity Monitoring

Consultant shall monitor construction activities during construction of the Project utilizing Agency-certified Inspectors and require compliance with the construction contract documents. Consultant shall provide inspection concurrently with the CC's operation. Consultant shall work closely with CC to ensure on-site inspections are coordinated with the construction schedule. Consultant shall prepare General Daily Progress Reports of construction for days Consultant is on site. Consultant shall take photos of the various construction activities.

Consultant shall determine and document all pay quantities for work and materials incorporated into the Project.

#### Environmental Compliance and Mitigation Monitoring

Consultant shall:

- Conduct site environmental inspections site visits to assist in maintaining compliance with issued regulatory permits and the special provisions.
- Provide documentation of the construction process relative to this environmental compliance.
- Coordinate and schedule monitoring visits coincident with activities that have significant environmental components.
- Evaluate onsite conditions and construction techniques during environmental inspections site visits to assess compliance with Project permits, the Pollution Control Plan, the Erosion and Sediment Control Plan, proposed site rehabilitation measures, and general environmental conservation measures.
- Identify deficiencies and potential permit compliance issues and provide guidance to aid in avoiding potential regulatory agency involvement or violations.
- Provide input and clarifications during construction activities to facilitate biological functioning as outlined in Project permits, based on the Project's significant site rehabilitation measures (to offset Project impacts)

In the event that deficiencies are noted, Consultant's Environmental Specialist shall immediately bring the deficiency to the attention of the City PM and recommend a corrective course of action to comply with environmental regulations, performance standards, and permit conditions.

Consultant shall review the CC's following submittals for compliance with the construction contract and permits:

- Erosion and Sediment Control Plan (“ESCP”),
- Pollution Control Plan (“PCP”)

Consultant shall conduct up to 5 environmental inspection site visits and prepare brief construction environmental inspection report or monitoring memorandums summarizing site conditions and providing recommended measures to facilitate permit compliance and correct deficiencies.

Deliverable(s): Environmental inspection report for each site visit

#### Construction Activity Monitoring

- General Daily Progress Reports – Completed each day Consultant is on-site and made available for review at Consultant’s field office or home office. Originals submitted to City with final Project documentation submittal per task 16.1.
- Installation Sheets (Paynotes) with field notes, calculations, receipts, invoices, reports and other supporting documentation used to determine Project pay quantities – Completed as work is performed and processed monthly per task 13.2. Available for City review on request and submitted with final Project documentation per task 16.1.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes part time inspection during the CC’s activities for 20 Weeks for one inspector at 16 hours per week.

#### 14.2 Quality Control Monitoring

Consultant shall document the work and Non-Field-tested materials incorporated into the Project.

Consultant shall monitor the CC’s Quality Control (QC) program for conformance with requirements of the ODOT Manual of Field Test Procedures and the construction contract documents.

Consultant shall monitor the CC’s QC Program. One or more Consultant staff shall perform the QCCS functions as defined in the QCCS Handbook and the Agency’s Quality Assurance Program, which is in Section 2 of the ODOT Manual of Field Test Procedures. Consultant staff fulfilling the role of the QCCS shall be experienced in all areas of field testing and documentation and be certified by the Agency’s Technician Certification Program for the specific tests being monitored.

Consultant shall:

- Review and monitor the CC’s documentation for the quality of all materials incorporated into the Project.
- Verify that all materials furnished, inspected by DOWL staff and placed on the Project comply with the approved specifications.

- Identify and monitor CC's quality control technicians
- Take appropriate action if CC's quality contract technicians do not have proper or current certifications or if proper testing frequencies and procedures are not being followed.

Deliverables:

- Field and non-field-tested reports and certifications

## **Task 15 - Construction Surveying**

Consultant's licensed Land Surveyor shall provide land surveying Services and deliverables that conform to all state statutes pertaining to survey and land boundary laws. These include, but are not limited to, the following Oregon Revised Statutes (ORS):

- ORS Chapter 92 - Subdivisions and Partitions
- ORS Chapter 93 - Conveyancing and Recording
- ORS Chapter 209 - County Surveyors
- ORS Chapter 672 - Professional Engineers; Land Surveyors; Photogrammetrists; Geologists

Consultant's survey personnel shall perform all construction surveying tasks in accordance with the most recent version of the ODOT Construction Surveying Manual for Contractors available online at:

<http://www.oregon.gov/ODOT/ETA/Pages/Manuals.aspx>

as required to ensure conformance of the Project construction with the approved plans and specifications. Consultant shall provide qualified personnel to verify the Project is constructed to the lines and grades as shown, specified, or established.

### **15.1 QA Survey (RESERVED)**

### **15.2 Locate, Recover & Reference Monuments**

Consultant shall recover and reference monuments (as indicated below) in the location of the ROW identified in the control, recovery and retracement survey. Consultant shall document in field notes the monuments either found, or not found during the search phase. Consultant shall ensure compliance with the requirements of ORS 209.155.

For all monuments not destroyed during construction activities, Consultant shall note in the field notes that:

- All monuments were recovered (include date),
- All monuments exist per the control, recovery and retracement survey, or
- All monuments are within the new ROW and do not need to be reset

The monuments may or may not be retied to confirm their original surveyed positions. This decision will be made based on Consultant surveyor's professional judgment.

Consultant shall:

- Recover monuments shown on the control, recovery and retracement survey to confirm they either still exist or were destroyed during construction. Consultant shall note destroyed monuments that are within the Project limits.
- Locate and recover any new monumentation within the Project work zone which were placed after the original field search and survey ties, which may include research of county records as appropriate.

Deliverables:

- ASCII File of located monuments with monument point numbers and coordinates and any other electronic files (such as .fwd, .alg, ASCII, etc.) created or produced for the Project documenting Monumentation surveying - Submitted within 2 weeks after recording of the survey filing map (SFM) with the appropriate County Surveyor's office
- Original field notes and electronic .pdf copy - Submitted within 2 weeks after recording of the SFM with the appropriate County Surveyor's office

### 15.3 Right of Way Monumentation

Consultant shall document the location of the ROW lines at the completion of the Project construction. Consultant shall perpetuate the location of the monuments found prior to construction and shall document the ROW lines for all property acquired for the Project.

Unless otherwise approved by the Local Agency, Consultant shall monument the new ROW using the Boundary Method in conformance with the ODOT Monumentation Policy and the Survey Filing Map Standards, available online at

<http://www.oregon.gov/ODOT/ETA/Pages/Manuals.aspx>

Consultant may be assigned the method of monumentation, which could be the Network Method, Boundary Method, or a combination of both methods which are defined in the ODOT Monumentation Policy.

Consultant shall set control and/or ROW monuments within 45 days of the completion of construction.

Deliverables:

- AutoCad Civil 3D file displaying the control and/or monuments – Submitted within 2 weeks after recording of the SFM with the appropriate County Surveyor's office
- AutoCad Civil 3D file with centerline(s), control and monument data, and report of alignment(s) showing coordinates, bearing, stations, etc., per AutoCad Civil 3D reports – Submitted within 2 weeks after recording of the SFM with the appropriate County Surveyor's office

- Final report of monument station and offset relationship to the alignment(s) – Submitted within 2 weeks after recording of the SFM with the appropriate County Surveyor's office
- Agency ROW files and copies of all deeds, court judgments, etc., from the appropriate County – Submitted within 2 weeks after recording of the SFM with the appropriate County Surveyor's office
- Original field notes and (1) copy in .pdf format – Submitted within 2 weeks after recording of the SFM with the appropriate County Surveyor's office
- Final ASCII file of all control and monument points set – Submitted within 2 weeks after recording of the SFM with the appropriate County Surveyor's office

#### 15.4 Monumentation Survey

Consultant shall create SFM in accordance with Agency Survey Filing Map Standards, County and ORS 209 requirements. Consultant shall ensure preservation of existing survey markers in conformance with Chapter 6.2 of the ODOT Construction Survey Manual for Contractors, available online at:

<http://www.oregon.gov/ODOT/ETA/Pages/Manuals.aspx>

Consultant shall monument any newly acquired ROW in accordance with Survey Filing Map Standards for Right of Way Monumentation, available online at

<http://www.oregon.gov/ODOT/ETA/Pages/Manuals.aspx>

Consultant shall submit the survey to Clackamas county for filing on archival Mylar or acceptable media per county requirements.

Deliverables:

- SFM –File at the appropriate County Surveyor's office within (45) days after setting monuments.
- Submit the deliverables below to the City PM
- Final recorded SFM and narrative regarding methodologies used – Submitted within 2 weeks after recording of the SFM with the appropriate County Surveyor's office

#### **Task 16 Construction Phase Closeout**

Consultant shall complete interim and final on-site inspections and submit all Project records required for final payment and Project acceptance.

##### 16.1 Final Inspection(s) & Submittals

Consultant shall attend a review of the Project at a time close to completion of on-site work. Consultant shall attend a Project Final Inspection with CC and City within 15 days after receiving notice from the CC that all punch list items, final trimming and cleanup

according to Section 00140.90 have been completed. If additional construction items are identified, Consultant shall provide input to a punch-list of items to be corrected by the CC. Once the punch-list items have been corrected, Consultant shall meet at Project site with City PM for a follow-up to the Final Inspection.

#### Deliverables:

- Comments for Project punch list to City PM 5 business days following final walk-thru.
- All final Project quality and quantity documentation – Original documents must be submitted to Local Agency within 90 calendar days after Final Project Acceptance
- All Project quality and quantity documentation related to plant establishment work – Original documents must be submitted to City within 14 calendar days after plant establishment work.
- 

### 16.2 As-Constructed Plans

Consultant shall prepare as-constructed plans in conformance with City and ODOT standards.

The following clarifications or exceptions or both to the above reference documents apply to Consultant-prepared as-constructed plans:

- As-constructed plans must be reviewed and approved by the POR prior to submittal to the City.
- The submittal and distribution requirements are specified in the “Deliverables” section of this task.

#### Deliverables & Schedule.

Provide the City with Paper and PDF As-Built submittals shall be 22” x 34” or 24” x 36” in size.

#### For Review:

- Submit As-Built in PDF format

#### Upon Approval:

- Provide full set As-Built in PDF, formatted as Highest Quality Print
- One (1) paper As-Built plan set
- Provide the As-Built with all external reference files and post construction survey in AutoCAD format

[https://www.orcity.org/sites/default/files/fileattachments/public\\_works/page/4537/asbuilt\\_requirements.pdf](https://www.orcity.org/sites/default/files/fileattachments/public_works/page/4537/asbuilt_requirements.pdf)



## Schedule Assumptions

The Project is scheduled for a February 2024 bid opening for the CC. It is anticipated that the CC will receive NTP no later than March 2024. All construction work is assumed to be completed by August 2024.

## Budget Summary

| <b>Task</b> | <b>Task Name</b>                                                     | <b>Budget</b>       |
|-------------|----------------------------------------------------------------------|---------------------|
| 1           | Project Management                                                   | \$61,520.00         |
| 2           | Stakeholder Involvement and Public Outreach                          | \$6,960.00          |
| 3           | Surveying                                                            | \$64,182.75         |
| 4           | Design Studies and Reports                                           | \$9,845.00          |
| 5           | Preliminary Design (60%)                                             | \$67,180.00         |
| 6           | Final Design (90%)                                                   | \$43,420.00         |
| 7           | Final Design (100%)                                                  | \$35,105.00         |
| 8           | Utility Coordination                                                 | \$13,555.00         |
| 9           | Permitting and Land Use Approvals                                    | \$11,390.00         |
| 10          | Right-of-Way and Easement Acquisition Services<br>(Contingency Task) | \$129,506.70        |
| 11          | Bidding Services                                                     | \$12,250.00         |
| 12          | Construction Management Services                                     | \$15,820.00         |
| 13          | Construction Contract Administration                                 | \$41,510.00         |
| 14          | Work Zone Monitoring and Inspection                                  | \$50,100.00         |
| 15          | Construction Surveying                                               | \$39,073.50         |
| 16          | Construction Phase Closeout                                          | \$11,620.00         |
|             | <b>Total Contract Value</b>                                          | <b>\$613,037.95</b> |

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

2. Payment.

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

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

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

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

3. Independent Consultant Status.

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

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

required under this Agreement.

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or

## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7f.

provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

### 6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

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

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

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

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

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

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

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

(d) Consultant and subconsultants, if any, are subject employers under the Oregon workers'

compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

### 7. Subconsultants and Assignment.

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

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

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. Such documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any reuse without written verification of Consultant will be at City's sole risk. City shall indemnify and hold harmless Consultant and Consultant's Consultants from all claims, damages, losses, and expenses, including reasonable attorney fees arising out of or resulting therefrom. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

### 10. Compliance With Applicable Law.

## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7f.

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

11. Professional Standards. Consultant shall ~~perform its services using that degree of care and skill ordinarily be responsible, to the level of competency presently maintained exercised~~ by others practicing in the same type of services in City's community. ~~Professional services are not subject to, and DOWL cannot provide any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranty or guarantee contained in any purchase order, requisition or notices to proceed issued by the Client is specifically objected to. for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.~~

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

### 13. Indemnity and Insurance.

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

### (b) Workers' Compensation Coverage.

Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Consultants of Consultant shall maintain such insurance.

### (c) Comprehensive, General, and Automobile Insurance.

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

### (d) Errors and Omissions Insurance

Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, ~~insuring against bodily injury and property damage~~ arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. ~~Such insurance shall include contractual liability.~~

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not

**STANDARD CONDITIONS TO OREGON CITY  
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alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

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

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

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

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

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

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

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

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

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

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

24. Arbitration.

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

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

(b) The party desiring such arbitration shall

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

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

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

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration

determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

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

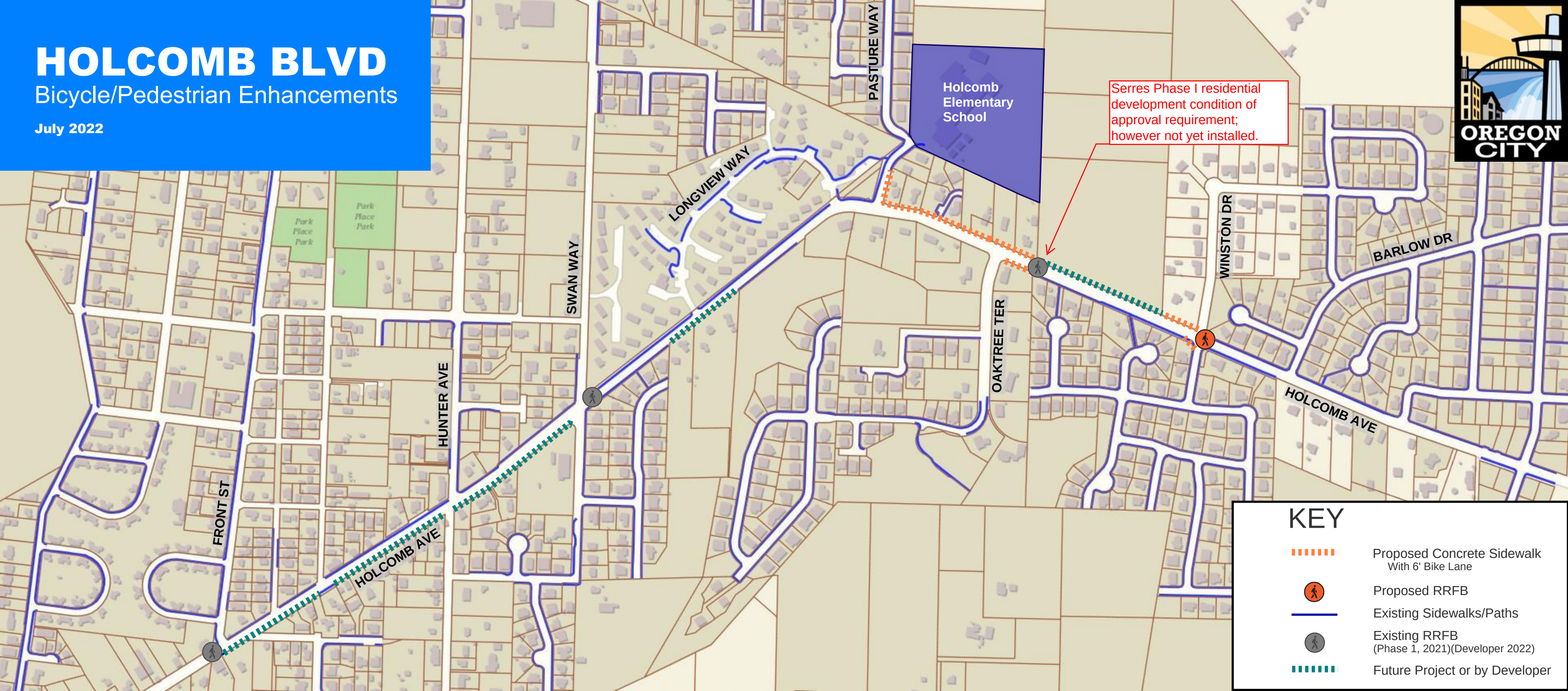
25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.



# HOLCOMB BLVD

Bicycle/Pedestrian Enhancements

July 2022



## KEY

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





# CITY OF OREGON CITY

## CITY COMMISSION REGULAR MEETING

### DRAFT MINUTES

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

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#### 1. CONVENE MEETING AND ROLL CALL

*Mayor McGriff called the meeting to order at 7:06 PM.*

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

**STAFFERS: 12 -** City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Economic Development Manager James Graham, Police Captain Shaun Davis, Code Enforcement Manager Ryan Kersey, Library Director Greg Williams, Public Works Director John Lewis, Human Resources Director Patrick Foiles, Assistant City Recorder Angelique Nomie, Parks and Recreation Maintenance Manager Jonathan Waverly

#### 2. FLAG SALUTE

#### 3. CEREMONIES AND PROCLAMATIONS

*Mayor McGriff presented certificates to those who worked on the OC 2040 Comprehensive Plan update.*

#### 4. CITIZEN COMMENT

*Judy Schaffer, resident of Oregon City, discussed services she provided at the Pioneer Community Center. Her rent had gone up significantly and it was an injustice to the senior citizens who needed her services.*

*There was discussion regarding the need to address rental and park fees.*

#### 5. PRESENTATIONS

##### 5a. Elm Trees at Library Park

*Jonathan Waverly, Parks and Recreation Maintenance Manager, discussed goals to save/prolong the life of the Elm trees at Library Park from Dutch Elm disease, steps taken, other impacts, their current condition including the severe decline of the trees, and the plan to remove the trees and replant as soon as possible. Repurposing of the wood was not recommended.*

*There was discussion regarding replacing the trees with larger caliper Oak trees.*

*Lyle Feilmeier, Bartlett Tree Experts, explained the process of inoculation to slow down the disease.*

*Kevin Carr, Bartlett Tree Experts, discussed the history of the trees' disease and how it was better to put in smaller caliper trees.*



Motion made by Commissioner Mitchell, seconded by Commissioner Marl, to approve the action steps as presented. The motion carried by the following vote:

Yea: 5 – Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Smith, Commissioner Mitchell

## 6. ADOPTION OF THE AGENDA

*Item 7d was pulled from the Consent Agenda. The agenda was adopted as amended.*

## 7. CONSENT AGENDA

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

Yea: 5 – Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Smith, Commissioner Mitchell

- 7a. Resolution No. 22-19, Revocable Permanent Obstruction in a Public Utility Easement at 12000 Wheeler Way
- 7b. Contract for Water Assistance Provisions between Clackamas County and City of Oregon City
- 7c. Personal Services Agreement with Century West Engineering for the Clairmont Area Waterline Replacement Project, Phase 2 (CI 22-010)
- 7d. Personal Services Agreement with Downtown Oregon City Association for the Elevator Staffing Services (PS 22-019)

*Commissioner Smith asked about the original plan to have two staff members at the elevator, one in the cab and one a tourism employee outside of the elevator. Covid-19 had changed those plans, but he was concerned that if things changed, this three-year contract would not follow the original plan.*

*Liz Hannum, Executive Director Downtown Oregon City Association, said they were open to discussions about what they wanted the agreement to look like.*

*There was discussion regarding how the Personal Services Agreement could be amended, elevator ridership and hours, and elevator passes.*

Motion made by Commissioner Smith, seconded by Commissioner Mitchell, to approve the Personal Services Agreement with Downtown Oregon City Association for the Elevator Staffing Services (PS 22-019) and to bring back the discussion on future amendments by September 6, 2023. The motion carried by the following vote:

Yea: 5 – Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Smith, Commissioner Mitchell

- 7e. OLCC: Liquor License Application – Commercial Full On-Premises, The Coney Island Tavern, 1413 Washington Street, Oregon City
- 7f. Minutes of the June 1, 2022 Work Session

7g. Minutes of the September 21, 2022 Regular Meeting

7h. Minutes of the October 5, 2022 Regular Meeting

7i. Minutes of the November 16, 2022 Work Session

## 8. PUBLIC HEARINGS

8a. First Reading of Ordinance No. 22-1009, Replacing the Oregon City Comprehensive Plan, OC2040 (LEG22-00003)

*Mayor McGriff opened the public hearing.*

*Bill Kabeiseman asked if there were any conflicts of interest to declare. There were none.*

*Aquilla Hurd-Ravich, Community Development Director, presented the staff report. She discussed the process for a legislative amendment, what a Comprehensive Plan did, chapters tied to Statewide Goals, developing the OC2040 vision and goals, items entered into the record, the Planning Commission recommendation for approval, revisions adopted by the Planning Commission from public comment, suggested wording from public comment after the Planning Commission's adoption, and options for Commission action.*

*There was discussion regarding the wording of the goals in the document.*

*There was no public testimony.*

*Mayor McGriff closed the public hearing.*

**Motion made by Commissioner Marl, seconded by Commissioner Mitchell, to approve the first reading of Ordinance No. 22-1009, replacing the Oregon City Comprehensive Plan, OC2040 (LEG22-00003) with wording as amended. The motion carried by the following vote:**

**Yea: 4 – Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Mitchell**

**Abstain: 1 – Commissioner Smith**

## 9. GENERAL BUSINESS

9a. Parking Kiosk Replacement Project

*Shaun Davis, Police Captain, and Ryan Kersey, Code Enforcement Manager, presented on the parking kiosk replacement project. The new kiosks would replace old kiosks and coin operated meters. There would be no new areas of enforcement. Captain Davis and Mr. Kersey explained problems with the current kiosks and coin meters, the locations of current and old coin operated meters, current metered parking on 14<sup>th</sup> Street and 13<sup>th</sup> and Main, a new kiosk example on 9<sup>th</sup> Street, new kiosk benefits, locations of current and proposed kiosks, mid-block kiosk placement, and parking revenue.*

*There was discussion regarding wrapping the kiosks to make them more conducive to tourism, creating preloaded cards for merchant promotion, timing, placing the kiosks mid-block rather than on corners, and bringing back a discussion to buy five more kiosks for a total of 21.*

**Motion made by Commissioner Marl, seconded by Commissioner Smith, to approve the proposed Parking Kiosk Replacement Project for 16 new kiosks. The motion carried by the following vote:**

Yea: 5 – Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Smith, Commissioner Mitchell

**10. COMMUNICATIONS**

**11. City Manager**

*None.*

**12. Commissioners**

*Commissioner Marl said the Youth Advisory Commission applications were now live and the deadline was January 31, 2023.*

*Mayor McGriff thought the application deadline should be left open to the end of February.*

*There was consensus to keep the deadline of January 31, 2023.*

**13. Mayor**

**13a. Discussion of Returning to the Original City Seal**

*Mayor McGriff discussed a meeting date with the West Linn City Council. The 150<sup>th</sup> anniversary of the Willamette Falls locks and canal would be on January 1, 2023 and there was a celebration on January 21, 2023. She suggested donating \$250 towards the event.*

*There was consensus to donate the money as suggested.*

*Mayor McGriff suggested returning to the original City seal.*

*There was consensus to have further discussion on the City seal at a later date.*

**14. ADJOURNMENT**

*Mayor McGriff adjourned the meeting at 9:20 PM.*

Respectfully submitted,

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Jakob S. Wiley, City Recorder



# CITY OF OREGON CITY

## CITY COMMISSION WORK SESSION

### DRAFT MINUTES

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**Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City**  
**Tuesday, December 13, 2022 at 5:30 PM**

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#### CONVENE WORK SESSION AND ROLL CALL

*Mayor McGriff convened the meeting at 5:33 PM.*

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

**STAFFERS: 9 -** City Manager Tony Konkol, City Recorder Jakob Wiley, Public Works Director John Lewis, Human Resources Director Patrick Foiles, Police Chief James Band, Parks and Recreation Director Kendall Reid, Economic Development Manager James Graham, Library Director Greg Williams, Assistant City Recorder Angelique Nomie

#### FUTURE AGENDA ITEMS

##### 1. List of Future Work Session Agenda Items

*Tony Konkol, City Manager, said discussion of the community survey results might move from the February 7, 2023 work session to March depending on the number of survey responses received before the survey is considered statistically valid.*

*Commissioner O'Donnell asked for commission input on prioritizing the list of upcoming work session agenda items. He suggested prioritizing the economic development strategy follow up item.*

*Commissioner Smith suggested that any unfinished items with charter parks be prioritized. Mayor McGriff suggested a meeting to gather community input for charter parks.*

*Commissioner O'Donnell also suggested prioritizing the code enforcement complaint process item.*

*Commissioner Mitchell suggested discussion of City speed limits following recent legislation allowing cities to designate their own speed limits.*

*Consensus was reached on prioritizing discussion of the economic development strategy.*

*Mr. Konkol discussed foundational repairs to be performed by the National Park Service on the McLoughlin and Barclay houses. Mayor McGriff requested that notices be provided beforehand to residents in those areas. Mr. Konkol confirmed that the timeline for the repairs was still unknown.*

#### DISCUSSION ITEMS

##### 2. Review of Sidewalk Damage Caused by Street Trees Adjacent to the Municipal Parking Lot Located at 1220 Main St.

*James Band, Police Chief, gave a presentation on the sidewalk damage caused by street trees adjacent to the Municipal Parking Lot at 1220 Main Street. Code Enforcement has oversight of the Municipal Parking Lot.*

*Commissioner Smith asked that mitigation efforts be in line with what City residents are allowed to do. He suggested that sidewalk damage is worse in other areas of the City. Commissioner Smith opined that the trees presented should be replaced due to their size. Commissioners Marl and Mitchell agreed that the trees should be replaced.*

*Mayor McGriff said she believes that the City conducts due diligence in dealing with street tree issues by considering all options available and requesting input from arborists who do not have a conflict of interest in tree removal. She opined that in this instance the trees discussed should be removed and replaced with a species more appropriate for the area.*

*Terry Flanagan, Principal and Consulting Arborist with Teragan and Associates, Inc., suggested that soil vaults be used when replanting so that trees can reach their natural, mature size without damaging sidewalks. He also suggested replanting fewer trees in the future to prevent competition among trees and sidewalk damage.*

## ADJOURNMENT

*Mayor McGriff adjourned the meeting at 6:15 PM.*

Respectfully submitted,

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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, December 21, 2022 at 7:00 PM

#### 1. CONVENE MEETING AND ROLL CALL

*Mayor McGriff convened the meeting at 7:17 PM.*

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

**STAFFERS: 10 -** City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Police Chief Jim Band, Finance Director Matt Zook, Library Director Greg Williams, Public Works Director John Lewis, Human Resources Director Patrick Foiles, Assistant City Recorder Angelique Nomie

#### 2. FLAG SALUTE

#### 3. CEREMONIES AND PROCLAMATIONS

#### 4. INTERVIEWS

##### 4a. Interview for Historic Review Board Applicant Tim Powell

*The Commission interviewed Tim Powell for a seat on the Historic Review Board.*

**Motion made by Commissioner Marl, seconded by Commissioner Mitchell, to appoint Tim Powell to the Historic Review Board. The motion carried by the following vote:**

**Yea: 5 – Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Smith, Commissioner Mitchell**

#### 5. CITIZEN COMMENTS

*James Farley, resident of Oregon City, spoke for the residents on Barker Avenue regarding traffic issues due to the closure of South End Road. He requested installation of stop signs at all intersections, routine enforcement, more signage indicating strict enforcement, retention of the speed humps for the duration of the South End Road improvements and any closure of Center Street, and an assessment to install sidewalks. He had talked to Clackamas County about the project and ongoing closures on South End and Center Street.*

*Aubree Humphreys, resident of Oregon City, discussed safety concerns on Barker Avenue.*

*Terrence Gleason, resident of Oregon City, spoke about the traffic issues on Barker Avenue.*

*Tori Weatherspoon, resident of Oregon City, discussed safety concerns and the need for slowing traffic on Barker Avenue.*

*Carrie Young, resident of Oregon City, discussed protecting the natural area on Barker Avenue.*

*John Lewis, Public Works Director, explained that the County's project had been delayed to the end of January 2023. The issues had to do with the volume of traffic, and staff had tried to address the issues. They intended to leave the speed humps until the project was completed.*

*Jim Band, Police Chief, discussed the challenges associated with enforcement and the enforcement that had been done to date.*

*There was discussion regarding longer speed humps, what else could be done to mitigate traffic and safety concerns, and potential stop sign locations. Staff would bring this back to a January meeting.*

## **6. PRESENTATIONS**

## **7. ADOPTION OF THE AGENDA**

*The agenda was adopted as presented.*

## **8. CONSENT AGENDA**

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

**Yea: 5 – Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Smith, Commissioner Mitchell**

- 8a. Resolution No. 22-37, Certifying the Election Results for the November 8, 2022 General Election
- 8b. First Amendment to the T-Mobile West, LLC Site Lease at Boynton Reservoir
- 8c. Contract with Axon Enterprise, Inc. for Fleet 3 In-Car Video Cameras, Associated Hardware, and Services
- 8d. Additional Parking Kiosk Replacement Purchase Per Commission Request

## **9. PUBLIC HEARINGS**

- 9a. Resolution No. 22-38, Supplemental Budget for the 2021-23 Biennium

*Mayor McGriff opened the public hearing.*

*Matt Zook, Finance Director, presented the supplemental budget.*

*There was discussion regarding time limits and revisiting the Economic Strategic Plan and Economic Development budget.*

*There was no public testimony.*

*Mayor McGriff closed the public hearing.*

**Motion made by Commissioner Smith, seconded by Mayor McGriff, to approve Resolution No. 22-38, Supplemental Budget for the 2021-23 Biennium. The motion carried by the following vote:**

**Yea: 5 – Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Smith, Commissioner Mitchell**

*The Economic Strategic Plan would be discussed at the January Work Session.*

- 9b. Second Reading of Ordinance No. 22-1009, Replacing the Oregon City Comprehensive Plan, OC2040 (LEG22-00003)

*Mayor McGriff opened the public hearing.*

*There was no public testimony.*

*Mayor McGriff closed the public hearing.*

**Motion made by Commissioner Marl, seconded by Mayor McGriff, to approve the second reading and final adoption of Ordinance No. 22-1009, replacing the Oregon City Comprehensive Plan, OC2040 (LEG22-00003). The motion carried by the following vote:**

**Yea: 3 – Commissioner Marl, Mayor McGriff, Commissioner Mitchell**

**Abstain: 2 – Commissioner Smith, Commissioner O'Donnell**

**10. GENERAL BUSINESS**

**11. COMMUNICATIONS**

**12. City Manager**

*Tony Konkol, City Manager, discussed the upcoming winter weather.*

**13. Commissioners**

*None.*

**14. Mayor**

*None.*

**15. ADJOURNMENT**

*Mayor McGriff adjourned the meeting at 8:25 PM.*

Respectfully submitted,

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Jakob S. Wiley, City Recorder





# CITY OF OREGON CITY

## CITY COMMISSION GOAL SETTING RETREAT

### DRAFT MINUTES

Clackamas Community College, Gregory Forum, 19600 Molalla Avenue Oregon City,  
Oregon 97045

Friday, March 03, 2023 at 4:00 PM

#### AGENDA

#### 1. 4:00 PM - Welcome and Opening Remarks

*Facilitators Steven Bacon and Tracy Bell from The Gunter Group convened the retreat at 4:36 PM.*

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

**STAFFERS: 14 -** Library Director Greg Williams, Human Resources Director Patrick Foiles, Communications Manager Jarrod Lyman, City Engineer Dayna Webb, IT Director Mike Dobaj, Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Finance Director Matt Zook, Police Chief James Band, Police Captain Shaun Davis, Economic Development Manager James Graham, City Manager Tony Konkol, City Recorder Jakob Wiley, Assistant City Recorder Angelique Nomie

*Mr. Bacon reviewed the retreat strategy for creating strategic initiatives to support the City's vision. He asked attendees to provide their definition of a successful retreat. Mayor McGriff said additional implementation statements under goals to move the City forward would mean success, as would a review of accomplishments. Commissioner Smith requested a vision reset since this is a new commission with many new staff. He added that goal setting should be done a number of times a year. Jim Band, Police Chief, discussed the 2023 community survey results and suggested that, while working through goals, to keep in mind the city is doing well because residents feel good about living here. Commissioner Mitchell discussed balancing important, big picture items with urgent topics that arise. James Graham, Economic Development Manager, suggested focusing on the City's successes rather than wallowing in its failures, and encouraged a general respect for staff and their professional abilities. He suggested that feedback from one citizen is important but should not dictate or dominate the City's direction. He also suggested that elected officials present a vision and staff implement the vision. Aquilla Hurd-Ravich, Community Development Director, requested a clear set of goals in order to provide direction to her staff on what to bring back to the commission.*

*Mr. Bacon reviewed the day's agenda and expectations for the retreat.*

*Mr. Bacon introduced the Myers-Briggs Type Indicator (MBTI) and how different personality types import information and make decisions. He asked attendees to conduct an internal MBTI assessment.*

*Attendees took a ten-minute break from 5:25 PM – 5:35 PM.*

#### 2. 5:15 PM - Review Mission and Vision

*Mr. Bacon asked for feedback on the City's vision and mission statements. Commissioner Smith discussed the historic leadership role of the City and suggested it has a uniqueness amongst other metro regions insofar as its potential to make changes. Mayor McGriff suggested that the City's historical significance sets it apart from other places and provides a vision for its future and an understanding of its*

role in the bigger picture. She said the city has a strong sense of identity and the ability to quietly lead. Mr. Bacon reiterated that there is a humility to the City that acknowledges its deep history. He asked for feedback on any tension between the City's historic significance and community advancement.

Commissioner O'Donnell suggested that tension exists between maintaining livability and future growth.

Tony Konkol, City Manager, expressed the difficulty of commercial advancement in a suburban located community. He suggested that tension between history and development has always existed but that currently it seems more intense. Mr. Konkol asked for staff and commission feedback on aspects of the City's historical significance that do not address DEI concerns.

Mayor McGriff opined that increased diversity is contributing to growth pains. She said that some populations of the city are still invisible and that Oregon City is ready to address this.

Mr. Bacon suggested that DEI is a subcomponent of psychological safety. He asked if other words could be embedded into the City's vision and mission statements. Ms. Hurd-Ravich suggested that the ability to change and adapt to circumstances should be embedded into the City's goals.

### 3. 6:00 PM - Public Comment

William Gifford, resident of Oregon City, suggested that everyone knows how significant history is to Oregon City. He reminded everyone that the history of Oregon City was actually built on progress, innovation, and industry. Mr. Gifford added that his definition of leadership is doing things so that others are inspired to emulate the City's actions.

### 4. 6:15 PM - Dinner Break

### 5. 6:45 PM - Review of Prior Goal Progress

Mr. Konkol introduced the staff review of prior goal progress.

Patrick Foiles, Human Resources Director, reviewed Diversity, Equity, and Inclusion. He said the next step is submitting a buy-in document to the Commission and stated that DEI work is continuous and will not achieve one hundred percent completion.

Dayna Webb, City Engineer, provided an update on prioritizing projects in the Transportation Master Plan to maximize safety and connectivity. She said the Transportation System Plan was adopted in 2013 and should be updated to reflect changes such as the OC 2040 Comprehensive Plan, new regional mobility targets, and Climate Friendly and Equitable Communities. She provided a timeline for updating the TSP.

Kendall Reid, Parks and Recreation Director, reviewed the Systems Deferred Maintenance Assessment. He said this information would be integrated into the Parks Master Plan to help reduce the need for reactive repairs. Mr. Konkol clarified that improved facilities would reduce the need for future maintenance and reactive repairs.

Ms. Webb reviewed the tasks accomplished to review System Development Charges (SDCs) and utility rates and confirmed that this goal is complete.

Mr. Konkol discussed prioritization of the implementation of the IT Strategic Plan. He said a website redesign which includes more robust citizen engagement is in the works. Mike Dobaj, IT Director, said the IT plan includes discussions with department heads to address their needs and streamline procedures but that now discussions will include a security focus and an internal security audit.

Mr. Reid reviewed Goal 2, Strategy 2.5, discussing statistically valid surveys and confirming that multiple open houses would be upcoming to complete the Parks Master Plan.

*Mr. Graham discussed community-wide fiberoptics for homes and businesses throughout Oregon City as part of Goal 2, Strategy 2.6.*

*Mr. Konkol reviewed the development of a Citywide Facilities Master Plan. He reviewed a kick-off meeting to consolidate building and property ownership and discussed work with Scott Edwards Architecture, LLP to provide facility site plans, building drawings, and layouts. Mr. Konkol reviewed recently purchased sites such as the Henrici Reservoir and said a City Commission presentation to address long-term plans for Oregon City facilities would take place in July or August.*

*Jarrod Lyman, Communications Manager, reviewed Goal 3.1 and announced upcoming interviews to hire a Community Engagement Specialist.*

*Chief Band reviewed the City's homelessness strategy plan which is complete. He reiterated that homelessness is a regional problem and that regional funding and momentum exist to address it. He said partnerships with other governments are going well and that the City has grown more efficient in providing services for homelessness.*

*Mr. Graham said the Citywide Economic Development Strategic Plan is approximately seventy percent complete. He said that Goal 5, Strategy 5.2 is complete. Mr. Graham said a plan to distribute funds for summer events was drafted as part of Strategy 5.3 and that tourism would be outsourced to a destination management organization. Strategy 5.4 includes streamlining an online application process for events.*

*Ms. Hurd-Ravich reported that the first part of Strategy 6.2 was accomplished via the adoption of middle housing code amendments in June 2022. A review of housing policies and options as part of the larger middle housing implementation discussion will occur in a joint work session with the Planning Commission on March 7, 2023. Strategy 6.1 will be informed by upcoming State legislation and the actions taken under the second part of Strategy 6.2.*

*Mr. Konkol said several meetings with multiple tribes and their representatives have taken place as part of Strategy 7.1. He said this strategy has a lot to do with listening and relationship-building with regard to development.*

*Mr. Graham reviewed Oregon City's work with the Concierge Institute as part of Strategy 7.2. He commended the work of the Arts Commission as part of Strategy 7.3. Mr. Graham said Strategy 7.4 would take time but that he is excited to work with the Arts Commission on it.*

*Strategy 8.1 was put on hold due to staff capacity and the implementation and completion of existing projects and programs.*

## 6. 8:15 PM - Wrap Up

*Mr. Bacon asked the commission to consider what type of direction to give staff tomorrow for the implementation of plans that have been put in place.*

## 7. Background Materials

*Background materials related to the 2023 Oregon City Community Survey results were provided.*

## ADJOURNMENT

*The meeting was adjourned at 8:27 PM.*

Respectfully submitted,

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Jakob S. Wiley, City Recorder



# CITY OF OREGON CITY

## CITY COMMISSION GOAL SETTING RETREAT

### DRAFT MINUTES

Clackamas Community College, Gregory Forum, 19600 Molalla Avenue Oregon City,  
Oregon 97045

Saturday, March 04, 2023 at 8:00 AM

#### AGENDA

1. 8:00 AM – Breakfast
2. 8:30 AM - Day 1 and Day 2 Overview

*Mayor Denyse McGriff opened the retreat at 8:34 AM.*

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

**STAFFERS: 14 -** Library Director Greg Williams, Human Resources Director Patrick Foiles, Communications Manager Jarrod Lyman, City Engineer Dayna Webb, IT Director Mike Dobaj, Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Finance Director Matt Zook, Police Chief James Band, Police Captain Shaun Davis, Economic Development Manager James Graham, City Manager Tony Konkol, City Recorder Jakob Wiley, Assistant City Recorder Angelique Nomie

*Steven Bacon with The Gunter Group gave an overview of the day's agenda, which included breakout group discussions about what is needed to move the City forward in the next biennium.*

3. 9:00 AM - Public Comment

*Public Comment was moved from 9:00 AM to 6:00 PM. No public comment was provided.*

4. 9:15 AM - Breakout Session 1: Initiative Development and Discussion

*Breakout group A (Diversity, Equity, and Inclusion) comprised Patrick Foiles, Human Resources Director, James Graham, Economic Development Manager, Greg Williams, Library Director, Aquilla Hurd-Ravich, Community Development Director, Mayor Denyse McGriff, Jakob Wiley, City Recorder, Commissioner Adam Marl, James Band, Police Chief, Commissioner Mike Mitchell, and Jarrod Lyman, Communications Manager.*

*Breakout group B (Infrastructure and City Services) comprised Kendall Reid, Parks and Recreation Director, Dayna Webb, City Engineer, Mike Dobaj, IT Director, Commissioner Rocky Smith, Shaun Davis, Police Captain, Commissioner Frank O'Donnell, Matt Zook, Finance Director, and Tony Konkol, City Manager.*

*Mr. Williams reviewed his group's concept of success for DEI, which included a strong level of community involvement, City leadership, a diverse workplace, and permanent resources for DEI efforts. Commissioner Marl suggested community outreach to underrepresented community members and schools. Other initiatives included a DEI steering or advisory committee, internal staff DEI groups, community cultural events, and branding. Discussion took place around how to measure the success of*

*DEI, including tracking the number of cultural events and committee participants as well as staff surveys on safety, visibility, and inclusion.*

*Commissioner Smith reviewed his group's concept of success for infrastructure and City services, which was measured by community feedback on transportation, parks, IT, and public works.*

*Transportation initiatives included street safety, maintaining major streets and thoroughfares, and prioritizing I-205 tolling. Parks initiatives included deferred maintenance needs, long-term funding, completing the Parks Master Plan, and potentially redefining the roles of parks and facilities. The IT Strategic Plan is complete and will include continued refinement in light of recent network events. Initiatives for Public Works comprised I & I improvements and completion of the WIFIA funded project.*

*Mr. Williams requested a biennial discussion of financial sustainability for all department operations.*

5. 10:45 AM – Break

*Attendees took a break from 10:46 AM to 10:56 AM.*

6. 11:00 AM - Breakout Session 2: Initiative Development and Discussion

*Breakout group C (Engagement) comprised Mr. Lyman, Commissioner O'Donnell, Mr. Graham, Commissioner Smith, Commissioner Marl, Ms. Webb, Mr. Williams, Mr. Wiley, Ms. Hurd-Ravich, and Captain Davis.*

*Breakout group D (Homelessness) comprised Chief Band, Mayor McGriff, Mr. Dobaj, Mr. Foiles, Mr. Zook, Mr. Reid, Commissioner Mitchell, and Mr. Konkol.*

*Mr. Williams reviewed his breakout group's concept of success for Engagement, which included activation of all neighborhood associations on the Citizen Involvement Committee (CIC), an environment that made volunteering at all levels more accessible, the involvement of other jurisdictions in City discussions, and a broader demographic of participants in policy processes. Initiatives for success included education around City processes, community dialogue sessions multiple times a year, incentives to serve on boards and committees, data collection of demographics and preferred methods of communication, school outreach, and more informal work sessions.*

*Commissioner Mitchell reviewed his group's concept of success for Homelessness, which was a citizenry made aware of Oregon City's response to the visual, safety, and service aspects of homelessness. Initiatives included communicating the City's capacity to respond to homelessness, continued partnerships with agencies addressing homelessness, a crisis shelter and service hub, a case manager, staff outreach and training for confrontational situations, and addressing clean-up in public facilities. Discussion occurred regarding the level of property damage linked to homelessness and its demoralizing effects on staff. The attendance of police officers at CIC meetings was discussed as a means of communication and building relationships and was highlighted as a success.*

7. 12:30 PM - Lunch Break

*Attendees took a lunch break from 12:33 PM to 1:03 PM.*

8. 1:00 PM - Breakout Session 3: Initiative Development and Discussion

*Breakout group E (Tourism and Economic Development) comprised Mr. Graham, Mayor McGriff, Commissioner Smith, Commissioner O'Donnell, Mr. Konkol, Chief Band, Mr. Reid, Mr. Foiles, Mr. Williams, and Mr. Lyman.*



*Breakout group F (Housing) comprised Ms. Hurd-Ravich, Commissioner Marl, Commissioner Mitchell, Ms. Webb, Mr. Wiley, Captain Davis, and Mr. Dobaj.*

*Mr. Williams said his group separated concepts of success for Tourism and Economic Development. Success for Tourism included a tourism infrastructure that did not negatively impact neighborhoods, utilized Oregon City's historic and natural resources in an economically efficient manner, and fully prepared projects prior to promotion. Initiatives included engaging a Destination Marketing Organization (DMO), streamlining ticketing and hours of operation for historic tourist sites, and the creation of an Oregon City history and culture pass.*

*Commissioner Smith discussed the Willamette Falls Riverwalk project, a massive community vision. Challenges to the project included fostering Tribal relationships, which would take time and require elevated efforts on the part of elected officials.*

*Success for Economic Development included marketing efforts to attract small and mid-sized businesses, providing businesses with skilled workers, retaining the economic vitality of downtown (particularly after the courthouse move), helping provide living-wage jobs, and cultivating a business-friendly environment.*

*Initiatives included proof for concept for developing City-owned Main Street plots, North End development, partnerships with public and private agencies for site development, childcare (which is part of the Economic Development Strategic Plan), and alternative financing options to create shovel-ready industrial sites.*

*Commissioner Marl reviewed his group's concept of success for Housing, which included anticipating State legislative requirements and tailoring them to City plans and community needs.*

*Initiatives included public outreach, analyzing commercial and residential needs through coordination between Economic Development and Planning, and exploring various funding strategies such as system development charges and construction excise tax to promote affordable housing.*

## 9. 2:30 PM – Break

*Attendees took a break from 2:46 PM to 3:46 PM.*

## 10. 2:45 PM - Breakout Session 4: Initiative Development and Discussion

*Breakout group G (Partnerships and Community Identity) comprised Mr. Graham, Mr. Konkol, Mayor McGriff, Chief Band, Mr. Lyman, Mr. Zook, Mr. Foiles, Mr. Williams, Commissioner Marl, and Commissioner Smith.*

*Breakout group H (Environment) comprised Ms. Hurd-Ravich, Mr. Reid, Mr. Wiley, Mr. Dobaj, Ms. Webb, Commissioner Mitchell, Commissioner O'Donnell, and Captain Davis.*

*It was decided that much of Partnerships and Community Identity had been achieved via Goal 7 and that incomplete items would be addressed via Goal 3 (Engagement).*

*A tree canopy plan was discussed as part of the City's Climate Action Plan. Initiatives included a financial analysis for contracting versus hiring an urban forester and public education on tree removal and replacement.*

## 11. 4:15 PM - Wrap Up

*Mr. Bacon stated that Staff will present next steps and budget information to the Commission for addressing this weekend's retreat goals. He highlighted the importance of keeping the big picture in mind*

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*over getting caught in the weeds and discussed the retreat's success of celebrating the good while maintaining a sense of direction for the future.*

**ADJOURNMENT**

*Mayor McGriff adjourned the meeting at 4:17 PM.*

Respectfully submitted,

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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

**Agenda Date:** 04/05/2023

### **SUBJECT:**

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

### **STAFF RECOMMENDATION:**

Staff recommends the City Commission approve the OLCC Application for Big Chill, LLC, 875 Molalla Ave., Oregon City

### **EXECUTIVE SUMMARY:**

The attached application is for an OLCC Limited On-Premises license for Big Chill, LLC.

### **BACKGROUND:**

The Oregon City Police Department ran a background check on Hardeep singh Dhouchak and he is eligible to hold a liquor license. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

### **OPTIONS:**

1. Approve the OLCC Application for Big Chill, LLC – Oregon City
2. Deny the OLCC Application for Big Chill, LLC – Oregon City

# LIQUOR LICENSE APPLICATION

Item 9a.

Page 1 of 3

**Check** the appropriate license request option:

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

**Select** the license type you are applying for.

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

## Full On-Premises

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

## Winery

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

## Brewery

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

## Brewery-Public House

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

## Grower Sales Privilege

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

## Distillery

- ☐ Primary location
- Additional tasting locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th ☐ 6th

## ☒ Limited On-Premises

- ☐ Off Premises
- ☐ Warehouse
- ☐ Wholesale Malt Beverage and Wine

## INTERNAL USE ONLY

**Application received:**

10/13/22

**Minimum documents acquired:**

10/13/22

## LOCAL GOVERNING BODY USE ONLY

**City/County name:**

**Date application received:**

Optional: Date Stamp

- ☐ Recommend this license be granted
- ☐ Recommend this license be denied

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Return this form to:**

Investigator name:

Patty Rhodes

Email:

Patty.Rhodes@Oregon.gov

Big Chill

# LIQUOR LICENSE APPLICATION

Item 9a.

Page 2 of 3

## 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:

Hardeep singh Dhouchak

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):

Big chill

Business phone number:  
5033853362

Business email:  
Bigchillllc@gmail.com

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

875 molalla ave

City:

Oregon city

Zip Code:

97045

County:

Clackamas

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

875 molalla ave

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

**Contact Name:**

Hardeep singh Dhouchak

Phone number:

5033853362

Email:

Bigchillllc@gmail.com

Mailing address:

29825 sw rose ln #51

City:

Wilsonville

Zip Code:

97070

County:

Clackamas

Please note: liquor license applications are public records.

Page 143

# LIQUOR LICENSE APPLICATION

Page 3 of 3

## ATTESTATIONS

By signing this form, you attest that each of the following statements are true. I understand the Commission may require a licensee to provide proof of any of the below or below referenced documents at any time.

I understand that marijuana is **prohibited** on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. 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.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an un-waivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

|                          |                    |                 |                                |
|--------------------------|--------------------|-----------------|--------------------------------|
| <u>Hardeep Phounchab</u> | <u>[Signature]</u> | <u>10/13/22</u> |                                |
| Print name               | Signature          | Date            | Atty. Bar Info (if applicable) |
| <u></u>                  | <u></u>            | <u></u>         | <u></u>                        |
| Print name               | Signature          | Date            | Atty. Bar Info (if applicable) |
| <u></u>                  | <u></u>            | <u></u>         | <u></u>                        |
| Print name               | Signature          | Date            | Atty. Bar Info (if applicable) |
| <u></u>                  | <u></u>            | <u></u>         | <u></u>                        |
| Print name               | Signature          | Date            | Atty. Bar Info (if applicable) |

RECEIVED

OCT 13 2022

LICENSE SERVICES



# OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Item 9a.

Please Print or Type

Applicant Name: Hardeep Singh Dhouchala Phone: 503 385 3362

Trade Name (dba): Big Chill

Business Location Address: 875 Molalla Ave

City: Oregon city ZIP Code: 97045

## DAYS AND HOURS OF OPERATION

### Business Hours:

Sunday 9 AM to 10 PM  
Monday 9 AM to 10 PM  
Tuesday 9 AM to 10 PM  
Wednesday 9 AM to 10 PM  
Thursday 9 AM to 10 PM  
Friday 9 AM to 10 PM  
Saturday 9 AM to 10 PM

### Outdoor Area Hours:

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

The outdoor area is used for:

☐ Food service Hours: \_\_\_\_\_ to \_\_\_\_\_  
☐ Alcohol service Hours: \_\_\_\_\_ to \_\_\_\_\_  
☐ Enclosed, how \_\_\_\_\_

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

\_\_\_\_\_  
(Investigator's Initials)

Seasonal Variations: ☐ Yes ☒ No If yes, explain: \_\_\_\_\_

## ENTERTAINMENT

Check all that apply:

- |                                            |                                                 |
|--------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Live Music        | <input type="checkbox"/> Karaoke                |
| <input type="checkbox"/> Recorded Music    | <input type="checkbox"/> Coin-operated Games    |
| <input type="checkbox"/> DJ Music          | <input type="checkbox"/> Video Lottery Machines |
| <input type="checkbox"/> Dancing           | <input type="checkbox"/> Social Gaming          |
| <input type="checkbox"/> Nude Entertainers | <input type="checkbox"/> Pool Tables            |
|                                            | <input type="checkbox"/> Other: _____           |

## DAYS & HOURS OF LIVE OR DJ MUSIC

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

## SEATING COUNT

Restaurant: \_\_\_\_\_ Outdoor: \_\_\_\_\_  
Lounge: \_\_\_\_\_ Other (explain): \_\_\_\_\_  
Banquet: \_\_\_\_\_ Total Seating: \_\_\_\_\_

N/A

OLCC USE ONLY

Investigator Verified Seating: \_\_\_\_\_ (Y) \_\_\_\_\_ (N)

Investigator Initials: \_\_\_\_\_

Date: \_\_\_\_\_

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

Applicant Signature: Hardeep Singh Date: 9/22/22

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# CITY OF OREGON CITY

## Staff Report

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

**To:** City Commission  
**From:** City Manager Tony Konkol

**Agenda Date:** 04/05/2023

### **SUBJECT:**

City Commission 2023 – 2025 Goals Discussion

### **STAFF RECOMMENDATION:**

Staff recommends that the City Commission review the notes generated from the City Commission goal setting retreat, discuss the general themes/goals as summarized in the minutes, and provide any additional information or direction.

### **EXECUTIVE SUMMARY:**

The City Commission and staff participated in a two day goals setting retreat to determine the general themes/goals for 2023-2025 and which will be utilized in the creation of the biennial budget. The City Commission discussed the existing Commission Goals and agreed that the existing Goals are still relevant, with the exception of Goal 7 which is to be removed, and should continue to be the basis for budgetary and work plan creation and adoption. Staff is requesting that the City Commission review the minutes of the retreat and provide any additional ideas and/or thoughts related to the themes/goals that were discussed or the summary of the projects and outcomes that are desired. This information will continue to inform the budget process for the upcoming biennium.

### **OPTIONS:**

1. Provide staff direction related to the 2023-2025 City Commission goals

## Oregon City | 2023 City Commission Goal Setting Retreat

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## Day 1 – Friday March 3, 2023

### Oregon City | 2023 City Commission Goal Setting Retreat

#### What does success look like?

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

#### Ice Breaker

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

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

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



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

### Public Comment

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

### Reactions to Reviewing Progress Against Goals

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

## Day 2 – Saturday March 4, 2023

### Oregon City | 2023 City Commission Goal Setting Retreat

#### THEME #1 | DEI/ Safe, Inclusive Community

##### **SUCCESS FOR THE THEME**

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

##### **INITIATIVES**

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

##### **DISCUSSION:**

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

## THEME #2 | Infrastructure/ City Services

### SUCCESS FOR THE THEME

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

### INITIATIVES

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

### DISCUSSION

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

## **THEME #3 | Engagement**

### **SUCCESS FOR THE THEME**

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

### **INITIATIVES**

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

### **DISCUSSION:**

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

## **THEME #4 | Homelessness**

### **SUCCESS FOR THE THEME**

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

### **INITIATIVES**

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

### **DISCUSSION:**

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

## **THEME #5 | Tourism & Economic Development**

### Part A: Tourism

#### **SUCCESS FOR THE THEME**

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

#### **INITIATIVES**

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

#### **DISCUSSION:**

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

## Part B: Economic Development

### **SUCCESS FOR THE THEME**

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

### **INITIATIVES**

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

### **DISCUSSION**

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

## **THEME #6 | Housing**

### **SUCCESS FOR THE THEME**

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

### **INITIATIVES**

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

### **DISCUSSION**

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

## **THEME #7 | Partnership & Community Identity**

This theme is being retired due to:

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



## **THEME #8 | Environment**

### **SUCCESS FOR THE THEME**

- Tree canopy management strategy

### **INITIATIVES**

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

### **DISCUSSION**

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

## **Closing Comments**

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

2021-2023

# CITY COMMISSION GOALS

## Goal 1

Promote diversity, equity, and inclusion for a safe, inclusive community, and organization.

## Goal 2

Invest in current and future capital needs for safe, sustainable infrastructure and city services.

## Goal 3

Improve the City's engagement efforts to reach the broader Oregon City community and inform the policy process.

## Goal 4

Adopt and implement a homelessness strategy for Oregon City.

## Goal 5

Promote tourism and support economic development to foster community sustainability.

## Goal 6

Support diverse housing options in Oregon City.

## Goal 7

Support improvements and partnerships that contribute to our hometown feel and showcase Oregon City's unique community identity.

## Goal 8

Protect and preserve our environmental health and natural resources.



## Vision

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

## Mission

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





# CITY OF OREGON CITY

## Staff Report

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

**To:** City Commission  
**From:** Pete Walter, Planning Manager

**Agenda Date:** 04/05/2023

### SUBJECT:

Street Tree Minor Code Amendments

### STAFF RECOMMENDATION:

Discuss the additional information provided in response to the Commission's direction from February 1, 2023 meeting and bring back this item on April 19, 2023 for a first reading of the Ordinance approving the code amendments.

### EXECUTIVE SUMMARY:

At the February 1, 2023, Commission meeting to review the proposed minor street tree code amendments to Chapter 12.08, the commission sought additional input on the following items related to the proposed amendments: pollinator gardens, covenant requirement, consistent use of certified arborist, and the fee-in-lieu option for replacement.

### BACKGROUND:

#### Pollinator Gardens

The Natural Resources Commission supports the City in promoting and providing guidance to homeowners and businesses who would like to establish pollinator-friendly plantings in the public right-of-way. NRC made the following recommendations:

- The NRC recommends providing guidance and information on the city website and other media (e.g. Trail News, Friday Highlights, etc.) rather than including code language pertaining to pollinator gardens in the proposed street tree code amendments
- Pollinator-friendly plantings within constrained planting areas such as planter strips that are narrower than three feet should be encouraged, and are a good alternative to planting trees in these areas

- Plantings that exceed three and half feet tall should be avoided where they may obstruct clear vision at street intersections and driveways.
- The city should provide guidance regarding pollinator gardens on the city website which would include:
  - Useful hyperlinks to additional pollinator conservation information and programs such as the Xerces Society for Invertebrate Conservation, Bee City USA, Audubon Society Backyard Habitat Certification Program, etc.
    - <https://xerces.org/>
    - <https://beecityusa.org/>
    - <https://audubonportland.org/get-involved/backyard-habitat-certification-program/>
    - <https://extension.oregonstate.edu/gardening/pollinators>
    - And many more...!
  - Proper maintenance of pollinator gardens, such as when to prune and thin plantings, and when to leave dried plant stalks and seedpods alone; so as to maximize habitat value
  - Plantings should include a diversity of plants that will provide seasonal habitat and food sources throughout of the year
  - Plants may be recommended that will grow lower to the ground will not create sight obstruction problems when needed
  - No nuisance plant species

Please note that sidewalk obstructions and lines of sight are already regulated in the city code (OCMC 8.08 – Nuisances, 12.04 – Streets, Sidewalks and Public Places, and 10.32 – Traffic Sight Obstructions) and any violations can be addressed through the city’s adopted code enforcement process. Weeds and nuisance plants and vegetation are similarly defined and regulated.

### **Certified Arborist**

The code contains various terms for arborist that are not consistent, such as “qualified arborist”, “registered arborist”, and more commonly “certified arborist”, which is the prevailing definition that staff uses per OCMC 17.04.082 - *Arborist, certified*.

*"Certified Arborist" means a professional tree service provider whose certification is regulated and current and maintained with the International Society of Arboriculture (ISA). To use the term "Certified Arborist," an individual must have three years of experience and have passed an ISA certification exam that tests a variety of tree care knowledge.*

Despite minor inconsistencies between terms in the code, staff relies on the definition above as the prevailing standard, whether in the Street Tree code chapter or elsewhere. Therefore, the draft language attached shows the replacement of other terms with *certified arborist*.

## Covenant Requirement for Street Tree Replacement on Private Property

Currently the code requires that property owners who remove a street tree and opt to replant a replacement tree on their private property must record a covenant that designates the replaced tree as a public street tree within ten feet of the public right-of-way. This option has historically been used when there is insufficient space to replant an appropriate street tree. The covenant has proven expensive to record, due to the County's Recorder's offices fee schedule. Furthermore, the administration of the covenant is difficult and ineffective.

With the revised code amendments, which require planting within the planting strip when there is adequate area, and which no longer require replacement within narrower planter strips, there is no longer any need for a covenant. Any existing covenants that are recorded against a property would remain in effect but could be extinguished if the property owner so desires.

**Is there consensus from the City Commission that the covenant requirement be removed from the code?**

## Street Tree Fee-in-Lieu of Planting

The Commission expressed concerns about the current fee-in-lieu of planting that is adopted in the fee schedule as being too low. This fee reflects the cost of purchasing, transporting and planting a typical 1.5" caliper tree. The fee is readopted yearly and is pegged to the Construction Price Index along with other development fees. Staff researched fees charged in-lieu of planting by various cities through the Portland metro area. Oregon City's 2023 fee is \$391 per tree is roughly in the mid-range of the cities reviewed.

| <b>City</b>        | <b>Fee-in-Lieu of Planting</b> |
|--------------------|--------------------------------|
| Sherwood           | \$ 204.00                      |
| Tualatin           | \$ 225.00                      |
| Canby              | \$ 250.00                      |
| Happy Valley       | \$ 250.00                      |
| West Linn          | \$ 300.00                      |
| Tualatin           | \$ 325.00                      |
| Forest Grove       | \$ 389.00                      |
| <b>Oregon City</b> | <b>\$ 391.00</b>               |
| Portland           | \$ 450.00                      |
| Sandy              | \$ 500.00                      |
| Gresham            | \$ 600.00                      |
| Milwaukie          | \$ 675.00                      |
| Tigard             | \$ 686.00                      |
| Beaverton          | \$ 800.00                      |

Also, Friends of Trees' standard estimate for the cost to transport, plant, and maintain a 1.5" caliper tree for two years is \$400.00. Amendments are proposed to the code that require the applicant to demonstrate that no other option is viable and a fee-in-lieu is the only option to mitigate for the loss of a tree.

**Is there consensus from City Commission that the tree fee-in-lieu of planting is adequate, or should it be changed?**

## **Summary of Code Revisions**

The Natural Resource Committee recommended changes to the Oregon City Municipal Code and permitting process for street trees in planting strips 3 feet wide or less. Property owners with street trees in planting strips 3 feet wide or less would no longer be required to replace them or pay a fee in lieu of replacement under the new suggested Code. Property owners with such planting strips, but who wish to replace their street trees, can still select from the Street Tree Species List that was adopted by the City Commission on August 17, 2022. Another minor code update will clarify the minimum caliper size required for replacement of trees deemed diseased or hazardous by a Certified Arborist Report.

In August 2022, the City Commission gave formal direction to move forward with minor code amendments to Chapter 12.08.035 Street Tree Removal and Replacement, based on NRC's recommendation. At that time, staff committed to public participation that included asking the public for input and presenting these amendments to City Boards, Committees, and Commissions. The public participation process is now complete. Staff is presenting the feedback we have received so far from the Planning Commission, Citizen Involvement Committee, Natural Resources Committee, and public comments.

**Is there consensus from the City Commission to accept the exception for planter strips that are three feet wide or narrower?**

## **Additional Information**

Before 2001, many subdivisions in Oregon City were developed with street tree planting strips that were too narrow for the trees planted in them. In many cases, these trees' roots required more than their narrow strips - often 3 feet wide or less - to grow and succeed. As a result, many street trees began to die prematurely or grow hazardous as they matured. Sometimes their roots buckled the sidewalk nearby. This created mobility hazards for sidewalk users, particularly for people with disabilities. It also required property owners to pay significant costs to repair their sidewalks.

In 2001, Oregon City amended to the street standards to include planter strips 4.5 feet wide or more. In 2013, the Commission passed Resolution 13-27 adopting a revised street tree list to remove certain trees and provide further options for narrower strips.

Oregon City's Street Tree Removal and Replacement Permit process has also grown to accommodate people with street trees in these kinds of circumstances. It currently requires one-for-one removal and replacement when trees are deemed dead, diseased, hazardous, or buckle the sidewalk.

Last June, the Natural Resources Committee recommended that the City Commission consider changing the Street Tree Code to no longer require property owners to replace - or pay a fee-in-lieu - street trees removed from planting strips 3 feet wide or less.

In September, the Community Development Department published a webpage informing the public about the proposed code change and providing a way to register public comment on the proposal. The project has also been announced in e-Trail News and Trail News articles since then.

In November, the Planning Division presented the Street Tree Minor Code Amendment to the Citizen Involvement Committee, Natural Resource Committee, and Planning Commission for their review and feedback.

The Citizen Involvement Committee's main concerns regarded sidewalk infrastructure and how street tree removal permits are processed more generally.

The Natural Resource Committee recommended that Planning staff promote the preferred option to replanting an appropriate species according to the new adopted list. The NRC also suggested allowing pollinator gardens as an option in the future. The NRC also emphasized that trees should be watered deeply on a regular basis during drier months, to help prevent root migration under sidewalks.

The Planning Commission also had general tree removal/replacement process questions, particularly concerning NRC's pollinator garden proposal, as well as changes to sidewalk alignments to run around root clusters so that trees didn't have to be removed. Sidewalk standards are overseen by Public Works. Some Planning Commission members expressed concern about the need for the code change in the first place, if property owners are given options that have been optimized for their planter strips. Other commission members expressed that the often smaller trees now recommended for such strips can restrict sight lines, particularly for drivers.

A draft of the amended code language is attached, for review (Exhibit 1).

## Next Steps

If the City Commission directs staff to bring back an ordinance adopting this code amendment, staff will return at the April 19, 2023 Commission meeting. OCMC Chapter 12.08 – Public and Street Trees is not a land use regulation, and a legislative adoption process is not required.

**OPTIONS:**

1. Provide direction to bring back an Ordinance to adopt the 2022-2023 Street Tree Minor Code Amendment proposed code language at a future meeting.
2. Provide direction that more information is needed, or further refinements are needed prior to moving forward with an Ordinance.
3. Provide direction to no longer pursue this code amendment.



### 12.08.035 Tree removal and replacement.

Existing street trees, trees in the right-of-way, and trees on public property shall be retained and protected during development unless removal is specified as part of a land use approval or in conjunction with a public capital improvement project, in accordance with OCMC 17.41. Tree removal shall be mitigated by the following:

- A. ~~A~~—A dead, diseased, or hazardous street tree, as determined by a ~~registered-certified~~ arborist as defined in OCMC 17.04.082, and approved by the city manager or designee, may be removed; if replaced with one (1) new tree for each dead, diseased, or hazardous tree that is removed.
1. Hazardous trees which have raised the adjacent sidewalk in a manner which does not comply with the Americans with Disabilities Act may be removed and replaced without ~~approval~~ a report from a certified arborist.
2. All replacement street trees shall have a minimum one and one half (1.5) inch caliper trunk measured six (6) inches above the root crown.
- B. Removed trees that are not determined to be dead, A non-diseased, or non-hazardous street tree that is removed shall be replaced in accordance with Table 12.08.035. All replaced street trees shall have a minimum one and one-half -(1.5) inch caliper trunk measured six (6) inches above the root crown.

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Table 12.08.035

| Replacement Schedule for Trees Determined to be Dead, Diseased or Hazardous by a Certified Arborist |                                           | Replacement Schedule for Trees Not Determined to be Dead, Diseased or Hazardous by a Certified Arborist |                                           |
|-----------------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Diameter of tree to be Removed (Inches of diameter at 4-ft. height)                                 | Number of Replacement Trees to be Planted | Diameter of tree to be Removed (Inches of diameter at 4-ft. height)                                     | Number of Replacement Trees to be Planted |
| Any Diameter                                                                                        | 1 Tree                                    | Less than 6"                                                                                            | 1 Tree                                    |
|                                                                                                     |                                           | 6" to 12"                                                                                               | 2 Trees                                   |
|                                                                                                     |                                           | 13" to 18"                                                                                              | 3 Trees                                   |
|                                                                                                     |                                           | 19" to 24"                                                                                              | 4 Trees                                   |
|                                                                                                     |                                           | 25" to 30"                                                                                              | 5 Trees                                   |
|                                                                                                     |                                           | 31" and over                                                                                            | 8 Trees                                   |

- C. ~~For the purposes of this chapter, r~~Removed trees shall be replaced by trees within the right-of-way abutting the frontage, subject to the ~~clearance distances required requirements~~ under OCMC 12.08.015-B.
- D. If an applicant can demonstrate that a sufficient location to replant tree(s) is not available within the right-of-way abutting the frontage, the ~~community development director~~city manager or designee may allow:
1. ~~Off-site~~ installation of replacement trees in an alternative location, either:  
a. within ~~Within~~ the right-of-way abutting another property, with abutting property owner approval; or,

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(Supp. No. 44)

~~b. on~~ On public property;

~~2. — Planting of replacement trees or designation of existing trees on the abutting property within ten feet of the right of way as street trees. Designated street trees shall be a minimum of two inches in caliper and shall comply with the requirements in section B. In order to assure protection and replacement of the trees on private property, a covenant shall be recorded identifying the tree(s) as subject to the protections and replacement requirements in this chapter; or~~

~~2.3. A fee in lieu of replacing the tree(s).~~

~~a. Only if the applicant can demonstrate the preceding option is insufficient, to the satisfaction of the city manager or designee; space to replant tree(s) is not available, the community development director may allow a fee in lieu of planting the tree(s)~~

~~b. Which is to be~~ placed into a city fund dedicated to obtaining trees, planting trees, and/or tree education in Oregon City.

D. Exceptions:

1. If the planter strip is three (3) feet or less in width, replacement is not required.

2. Trees that are listed as invasive ~~non-native, or~~ nuisance, ~~prohibited, or noxious vegetation~~ species as defined in OCMC 17.04.605 may be removed without replacement.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

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**12.08.025 General tree maintenance.**

Abutting property owners shall be responsible for the maintenance and replacement of street trees and planting strips. Topping of trees is prohibited, unless under recommendation of a certified arborist, ~~or other qualified professional~~. Trees shall be trimmed appropriately. Maintenance shall include watering during dry periods, trimming of established trees to remove dead branches and dangerous limbs and to maintain a minimum seven-foot clearance above all sidewalks, eight-foot clearance in clear vision areas pursuant to OCMC 10.32, and ten-foot clearance above the street. Planter strips shall be kept clear of weeds, obstructing vegetation and trash.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

## 12.32.020 Definitions.

For the purposes of this chapter the following definitions are used:

"Diseased tree" means a tree that has a naturally occurring disease that is expected to kill the tree, or which harbors communicable diseases or insects of a type that could infest and cause the decline of adjacent or nearby trees as determined by a certified arborist, ~~forester or horticulturalist~~ as defined in OCMC 17.04.082.

"Hazardous tree" means a tree that presents a significant risk to life or property as determined by a certified arborist, ~~forester, or horticulturalist~~ as defined in OCMC 17.04.082. An otherwise healthy tree that may become a hazard to a proposed future development shall not be considered a hazardous tree. Hazardous trees may include, but are not limited to dead, diseased, broken, split, cracked, leaning, and uprooted trees. A tree harboring communicable diseases or insects of a type that could infest and cause the decline of adjacent or nearby trees may also be identified as a hazardous tree.

"Heritage stand" means a group of two or more trees that have been designated by the city as having unique importance, subject to the heritage tree regulations of OCMC 12.32.

"Heritage tree" means a tree that has been designated by the city as having unique importance, and subject to the heritage tree regulations of OCMC 12.32. Where a grouping of two or more heritage trees has been so designated, the term "heritage stand" may be used.

"Imminent hazard tree" means a hazardous tree, all or more than thirty percent of which has already fallen or is estimated to fall within seventy-two hours into the public right-of-way or onto a target that cannot be protected, restricted, moved, or removed. (See also Tree, hazard.) Determination of imminent hazard may be made by the city of Oregon City public works or emergency personnel, a PGE forester, or a certified arborist.

"Native tree" or "native tree stand" refers to a regulated native tree or stand of trees that are defined as such on regionally recognized plant lists. Significant native trees are those that contribute to the landscape character of the area.

"Tree stand" means a stand of three or more trees which together create a mutual canopy continuous over eighty or more percent of the area within the boundaries of the stand.

(Ord. No. 19-1016, § 1, 11-6-2019)



# 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:** 04/05/2023

### SUBJECT:

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

### STAFF RECOMMENDATION:

Staff recommends approval of Ordinance No. 23-1003

### EXECUTIVE SUMMARY:

The Mayor recommends appointment of more than nine members to the YAC in its first cycle due to the strength of their applications and interviews. The current version of the YAC's ordinance limits the membership to nine members. This ordinance would change the City Code to remove the limit and allow for more than nine members to be appointed.

### BACKGROUND:

Ordinance No. 22-1006 created the YAC, and Section 2.62.020 states that the YAC "...shall consist of nine members..." and one non-voting city commission representative. This ordinance would change the code to add the words "at least" to result in "shall consist of at least nine members," permitting Mayor to appoint additional members.

### OPTIONS:

1. Approve the second reading of Ordinance No. 23-1003.
2. Do not approve the first reading of Ordinance No. 23-1003 and provide staff with further direction.

**ORDINANCE NO. 23-1003**

---

**AN ORDINANCE OF THE CITY OF OREGON CITY REVISING THE CITY CODE TO ALLOW ADDITIONAL MEMBERS TO BE APPOINTED TO THE YOUTH ADVISORY COMMITTEE**

**WHEREAS,** The City Commission created the Youth Advisory Committee (YAC) under Ordinance No. 22-1006; and

**WHEREAS,** Staff has proceeded to advertise and recruit for its first members; and

**WHEREAS,** The current version of the Oregon City Municipal Code (OCMC) 2.62.020 limits the membership to nine members; and

**WHEREAS,** The City Commission wishes to increase the potential number of applicants potentially appointed to the YAC.

**NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:**

**Section 1.** OCMC 2.62.020 is amended to add the words “at least” before the words “nine youth members” as shown as underlined text in Exhibit A to this ordinance.

Read for the first time at a regular meeting of the City Commission held on the 15th day of March 2023, and the City Commission finally enacted the foregoing ordinance this 5th day of April 2023.

---

DENYSE C. MCGRUFF  
Mayor

Attested to this 5th day of April 2023,

Approved as to legal sufficiency:

---

Jakob S. Wiley, City Recorder

---

City Attorney

**Ordinance No. 23-1003 – Exhibit A****Chapter 2.62 – Youth Advisory Commission****2.62.010 – Created.**

There is created a youth advisory commission for the City of Oregon City having the duties and responsibilities provided in this chapter.

**2.62.015 – Purpose.**

The Oregon City youth advisory commission is created to provide local students a voice in their municipal government, build an understanding of governance and leadership and to provide opportunities to engage and serve the community. The youth advisory commission shall be guided by the belief that local involvement at a young age is crucial to ensuring a well-informed and engaged citizenry in the future and to provide an opportunity for members to become equipped with the knowledge and leadership skills necessary to become active contributors in the community now and in the future.

**2.62.020 – Membership.**

The youth advisory commission shall consist of at least nine youth members and one non-voting city commissioner to be appointed by the Mayor:

- A. Members of the youth advisory commission shall be high school students at the time of swearing in and shall reside within the city limits of Oregon City.
- B. Any vacancy shall be filled by the mayor, at their sole discretion, for the unexpired portion of the vacated term.
- C. The term of service shall be considered from September through June and there are no term limits.
- D. Appointed youth advisory commission members may be re-appointed for a second term without an interview at the discretion of the mayor. A youth advisory commission member must participate in a recommitment interview with the mayor after serving two consecutive terms.
- E. The chairperson, vice chairperson and all new members shall be sworn in by the youth advisory commission city commissioner at the first regular meeting of the term.

**2.62.030 – Election of officers.**

The youth advisory commission, at the beginning of each term, shall elect a chairperson and vice chairperson, who shall hold the positions for one term of service. The chairperson and the vice chairperson shall be a junior or senior in high school.

**2.62.040 – Chairperson**

The chairperson is responsible for running the youth advisory commission meetings, assigning tasks and working with the staff to set the upcoming agendas.

#### 2.62.050 – Vice Chairperson.

The vice chairperson is responsible for taking meeting minutes and providing financial updates as applicable.

#### 2.62.060 – Quorum and Meetings.

- A. A majority of appointed members shall constitute a quorum.
- B. If a quorum is present, all matters shall be decided by a vote of the majority present.
- C. The youth advisory commission shall meet once a month.
- D. All meetings shall be open to the public and public meeting laws shall apply.

#### 2.62.070 – Youth Advisory Committee Member Responsibilities.

- A. Review and prepare strategies addressing issues of interest to students in the greater Oregon City community, including topics such as drug and alcohol abuse, bullying and driver safety or any other topic determined to be of importance by the youth advisory commission.
- B. Members shall participate in an annual goal-setting retreat at the beginning of each term.
- C. Members shall be responsible for completing tasks and projects as assigned.
- D. Members of the youth advisory commission shall attend at least three community service events per session.
- E. The youth advisory commission shall organize a minimum of one student town hall to hear from their peers and engage the larger Oregon City youth community.
- F. The youth advisory commission shall prepare an annual report at the end of the term to present to the city commission detailing the accomplishments, challenges, areas for improvement and goals for the future.

#### 2.62.080 – Code of Conduct and Expectations

Members of the youth advisory commission shall be held to the highest standards of citizenship, scholarship and participation.

- A. Members may have no more than one unexcused absence or no more than two excused absences from youth advisory commission meetings. An absence shall be considered excused provided advanced notice of 24 hours is provided to the chairperson and staff liaison or is determined to be excused by the chairperson and staff liaison.
- B. Absences may be made up for by attending a City of Oregon City commission, advisory board or committee meeting within 30 days of the absence.
- C. Members shall remain in good standing at their school by maintaining passing grades and abiding by the school code of conduct.



- D. Violations of the code of conduct and expectations of this section shall be reviewed by the member, chairperson, vice chairperson, city commission member, staff liaison and the mayor with a goal of improving the performance and participation of the member.
- E. The mayor shall have the sole discretion to determine if a member shall be removed from the youth advisory commission.

#### 2.62.090 – Expenditures

The youth advisory commission shall have no authority to make any expenditure on behalf of the city or to obligate the city for payment of any sums of money unless the city manager or city commission, as appropriate, authorizes such expenditure.



## CITY OF OREGON CITY

### Staff Report

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

**To:** City Commission  
**From:** Library Director Greg Williams

**Agenda Date:** 04/05/2023

#### **SUBJECT:**

Purchase of new Library Circulation Desk

#### **STAFF RECOMMENDATION:**

Approve the purchase of a new Circulation Desk from PacificWRO in the amount of \$72,483.19.

#### **EXECUTIVE SUMMARY:**

The Library is seeking approval to finalize a purchase of a new Circulation Desk. Funds for the purchase of the desk were previously approved by the City Commission in October, 2022.

#### **BACKGROUND:**

As a result of the COVID pandemic, the Library identified several areas where reconfigurations of furnishings and patron traffic flow would improve operational efficiency, improve the patron experience, and better ensure both patron and staff safety in the future. One such area is the Library lobby, where staff identified the need for a new, centrally-located circular Circulation Desk.

At their regular meeting on October 5, 2022, the City Commission approved utilization of up to \$75,000 in American Rescue Plan Act (ARPA) funds for the Library to purchase a new Circulation Desk.

A proposal for the new Circulation Desk from PacificWRO in the amount of \$72,483.19 is included with this staff report. The proposed purchase has been reviewed and approved by the Finance Department for consistency with applicable Oregon procurement rules.

While funding for the project has previously been approved, Commission approval is still required for the purchase, as the total exceeds \$50,000.

**OPTIONS:**

1. Approve the purchase of a new Circulation Desk from PacificWRO in the amount of \$72,483.19.
2. Do not approve the purchase of a new Circulation Desk from PacificWRO in the amount of \$72,483.19.

**BUDGET IMPACT:**

Amount: n/a

FY(s): n/a

Funding Source(s): n/a



825 NE Multnomah St. STE 270  
Portland, OR 97232  
Phone: 503.238.1590  
Email: [accounting@pacificwro.com](mailto:accounting@pacificwro.com)

## Proposal

Item 9e.

|              |                    |
|--------------|--------------------|
| Order Number | 40972              |
| Date         | 03/17/2023         |
| Salesperson  | Meagan Ekerson     |
| Terms        | 50% DEPOSIT NET 15 |
| Page         | 1 of 5             |

T Oregon City Public Library  
O 606 John Adams St  
Oregon City, OR 97045

ATTN: Greg Williams  
Phone: (503) 657-8269  
Email: [gwilliams@orccity.org](mailto:gwilliams@orccity.org)

S Oregon City Public Library  
H 606 John Adams St  
I Oregon City, OR 97045  
P

T ATTN: Greg Williams  
O Phone: (503) 657-8269  
Email: [gwilliams@orccity.org](mailto:gwilliams@orccity.org)

Quote Description: OCP - Circulation Desk

### Project Team:

Sales, Meagan Ekerson, [meagan\\_ekerson@pacificwro.com](mailto:meagan_ekerson@pacificwro.com), 503-475-2202  
Project Coordinator, Jill Domme, [jill\\_domme@pacificwro.com](mailto:jill_domme@pacificwro.com), 503.939.4051

| Line | Quantity     | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Unit Price | Extended Amount |
|------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------|
| 1    | 1.00<br>Each | Library Furniture International Inc.<br>LFI CUSTOM-----<br>CUSTOM CIRCULATION DESK<br>:Custom, Circular Service + Staff Desk<br>:with swing gates and two tables independent of desks.<br>:Standard laminate construction with dye-wall and<br>:removable panels for accessing power cords,<br>:(2) height adjustable sections.<br>:Aluminum laminate toe kick, solid surface counter with<br>:1" build up edge (mid-grade), (2) round tables on metal legs.<br>:-----<br>:Desk A + Desk B to be identical in shape and dimensions<br>:Each desk to have-<br>:(4) grommets + (1) in each table<br>:client-supplied cash drawer mounted to underside of 36" module<br>:box/box/file 15" wide storage pedestal under modules A1, B1. Lock Provided.<br>:-----<br>:Each desk module (A1, A2, B1, B2) to have a 6-outlet power bar<br>:with 15' cord to provide power for grommets and ht. adj mechanism<br>:Desk module B1 to have a pull-out printer tray to house printer-<br>:PRINTER SPEC- 16"w X 16"d X 10"h<br>:Desk module A1 to have a 15" wide cabinet with single<br>:door and (2) coat hooks inside. Lock Provided.<br>:Each desk to have heavy duty double action swing gate<br>:mounted to end of desk<br>:Desk modules A1, B1 to have a flush-mounted power<br>:box under transaction ledge<br>:CASH DRAWER SPEC- 16"w X 16"d x 4"h<br>:POWER-<br>:(3) surface grommets in each desk for staff equipment<br>:LFI to supply power distribution system both sides<br>:LFI to supply power boxes<br>:Pass through grommets under desk<br>:Include wire management; horizontal and vertical<br>:FINISHES-<br>:Solid Surface- Corian- Ash Aggregate | 59,918.40  | 59,918.40       |



825 NE Multnomah St. STE 270  
Portland, OR 97232  
Phone: 503.238.1590  
Email: [accounting@pacificwro.com](mailto:accounting@pacificwro.com)

## Proposal

Item 9e.

|              |                    |
|--------------|--------------------|
| Order Number | 40972              |
| Date         | 03/17/2023         |
| Salesperson  | Meagan Ekerson     |
| Terms        | 50% DEPOSIT NET 15 |
| Page         | 2 of 5             |

:Standard laminate for desk front, sides and casework  
:as well as transaction ledge  
:Standard Laminate- Wilsonart - Hampton Walnut  
:Matching PVC Edge  
:Toe Kick- Metal Laminate  
:Quote- LFI QT-2507

|   |              |                                                                                                                                         |          |          |
|---|--------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| 2 | 1.00<br>Each | Library Furniture International Inc.<br>FREIGHT<br>LFI Freight                                                                          | 9,934.90 | 9,934.90 |
| 3 | 1.00<br>Each | WDI-TE<br>LAVBOR--<br>Receive, Deliver and Install During After Hours<br>:Saturday evening start installation. Sunday morning complete. | 2,629.89 | 2,629.89 |

TOTAL : \$72,483.19

**GRAND TOTAL : \$72,483.19**

Required Deposit 50% : \$36,241.60



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## Proposal

Item 9e.

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| Order Number | 40972              |
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| Salesperson  | Meagan Ekerson     |
| Terms        | 50% DEPOSIT NET 15 |
| Page         | 3 of 5             |

### Terms & Conditions of Sale

**Quotation** - Quotations set forth above shall be effective for 30 days from the date of this quotation.

**Order Processing** - PacificWRO (Seller) will place Buyer's order for products and services after approval of Buyer's credit, receipt of signed contract, purchase order, or quote and deposit check. Seller will make every effort to deliver and install the product as quickly as possible; however, any delivery and/or installation dates quoted are approximate.

**Deposits and Credit Cards** - Orders less than \$1,000, require payment with the order. Orders greater than \$1,000, require a 50% deposit with the order, 20% upon delivery, 20% upon installation and the balance is due 15 days from the date of invoice. The amount of the deposit is determined by prior business relationships, credit checks, and other pertinent information and may be changed at the sole discretion of the Seller. If payment for deposit is to be paid by MasterCard, Visa or American Express, a 3% processing fee will be added to the total.

**Payment Terms - Buyer agrees to pay invoices net 15 days from date of invoice.** The invoice will begin upon receipt of product in our warehouse or location. In no case is payment to be withheld for acceptable products should any portion of the job be unacceptable or undelivered. If any products are unacceptable or undelivered, Buyer may pay 90% of the invoice amount for those products delivered and acceptable and withhold 10% until completion of the job. Balance is payable 15 days after final delivery.

In the event Buyer defaults in the payment of any sum due Seller, or in the event Buyer's financial condition becomes unsatisfactory to Seller, Seller shall have the right at its option, upon notice to the Buyer, to defer or discontinue shipment of any goods until such time as the default is cleared or the Buyer provides assurances of payment to Seller, in such form, content, and/or amounts as Seller, at its sole discretion deems adequate.

A service fee of 1.5 % per month (18 % per annum) will be added to all delinquent invoices.

**Custom Manufactured Products** - Custom manufactured product orders require payment in full at the time of order placement. The Buyer accepts that custom product is ordered as an accommodation by Seller, and that in the case of dispute, the Manufacturer shall have full and final authority.

**Storage** - In the event Seller must store the Products due to installation delays, Seller shall invoice Buyer for the purchase price of the product at time of arrival in Seller's warehouse. Seller shall store all Products until installation can be resumed. Delays will incur storage and/or double handling charges. Seller shall invoice Buyer for the installation of the product upon completion of the installation.

**Delivery and Installation** - Delivery and installation will take place during normal working hours. If the Buyer requires expedited installation, Seller shall charge Buyer for additional costs for such expedited installation. If special packaging or handling is required, Buyer will be charged for this added cost. Buyer shall be responsible for final hardwire electrical connection of electrified furniture and furniture systems.

Seller shall install Products in conformance with specifications and plans agreed to by Buyer. Buyer shall provide safe and adequate storage for the Products upon delivery to the building site. In the event Buyer fails to provide adequate storage facilities, Seller shall be entitled to store the Products and to receive reimbursement for the cost of such storage. In the event Buyer provides storage space which is not conveniently located to the installation site, Seller shall be entitled to charge Buyer for the extra cost of transporting Products to the installation site after initial delivery. The delivery site is to be clean and clear of debris prior to installation. Buyer shall provide electric, heat, protective flooring, elevator access, and adequate facilities for offloading, staging, moving and handling of all Products. All furniture will have clear and easy access to final placement site. Buyer shall provide secure overnight tool storage, and ready access to telephones during installation.

**Freight** - Prices do not include freight charges unless specified. Buyer will be invoiced for freight and handling when the Seller is invoiced.

**Specifications and Plans** - Buyer or Seller shall prepare at Buyer's expense specifications and plans for installation of the Products. The accuracy of all drawings, floor plans, quantities and specifications provided to Seller is warranted by preparer.

**Change Orders** - Changes or modifications to this contract or to any specifications or plans shall be stated in a Change Order and signed by the Buyer's representative. Change orders signed by Buyer's representative will be binding upon Buyer.

**Inspection and Acceptance** - Buyer shall inspect the Products upon completion of installation. Buyer shall be deemed to have accepted the Products if: (a) Buyer signs a work order accepting the Products; or (b) Buyer fails to reject or claim material nonconformity in the manner provided below. In the event Buyer rejects or claims material nonconformity of the Products, Buyer shall give immediate written notice to Seller of such rejection or claim of nonconformity. If the Buyer rejects the Products or claims material nonconformity, Buyer's sole remedy under this purchase order shall be for replacement and repair of the Products. Seller shall replace or repair said products within a reasonable time of receiving notification of rejection or nonconformity from the Buyer. Buyer shall not have the right to procure substitute Products as a remedy under this purchase order.

**Delays** - Seller shall not be responsible for delay, non-delivery or default in shipment or installation if occasioned by strike, act of God or event beyond the control of Seller.

**Warranty** - Seller warrants goods to be free of defects in materials and workmanship at time of acceptance by Buyer. Seller will represent buyer with defect or warranty issues and direct those issues for timely resolution with the manufacturer. In the event Buyer requests a variance from the



PacificWRO

## Proposal

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Item 9e.

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| Terms        | 50% DEPOSIT NET 15 |
| Page         | 4 of 5             |

manufacturer's standard installation procedures for the Products in Buyer's environment, such Products installed pursuant to the variance shall automatically be excluded from the warranty provisions.

**Risk of Loss** - Risk of loss shall pass to Buyer upon delivery of the Products or upon completion of installation if included in the price to Buyer.

**Cancellation** - Buyer acknowledges the Products described in this Purchase Agreement will be specially manufactured to meet Buyer's particular specifications. Buyer shall not, therefore, have the right to cancel this Purchase agreement or any part of it absent Seller's written agreement pursuant to a change order. Buyer shall pay any restocking charge imposed by a manufacturer in the event Seller and/or manufacturer agrees to a cancellation.

**Waiver** - Waiver or modification of any term of these terms and conditions shall not be a waiver or modification of the remaining terms and conditions.

**Remedies** - In the event legal proceedings are instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees at trial, upon arbitration and on appeal, as determined by the respective court or the arbitrator. Oregon law shall be applied in construing this Agreement. All suits to enforce this Agreement shall be brought in the Circuit Court for Multnomah County, State of Oregon.

**Merger** - This Agreement is the final agreement between the parties. No prior agreement written or oral, shall be binding upon the parties.

In acknowledgment and agreement of these goods, services, terms, and conditions as referenced in this proposal, below are the signatures of the duly authorized officers:

**BUYER:**

Greg Williams, Library Director

Name and Title (print)

[Signature] 3/17/23

Signature and Date



PacificWRO

825 NE Multnomah St. STE 270  
Portland, OR 97232  
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| Page         | 5 of 5             |

Signature is acceptance of PacificWRO goods, services, terms, and conditions as referenced in this proposal.

Invoice Contact Name: Greg Williams  
Invoice Contact Phone: (503) 657-8269  
Invoice Contact Email: [gwilliams@orc.org](mailto:gwilliams@orc.org)

REMIT TO:  
PACIFICWRO  
825 NE MULTNOMAH ST.  
STE 270  
PORTLAND, OR 97232

ACH/WIRE INFORMATION AVAILABLE UPON REQUEST