



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, April 03, 2024 at 7:00 PM

EXECUTIVE SESSION OF THE CITY COMMISSION:

The Executive Session will begin after the adjournment of the City Commission Regular Meeting.

- Pursuant to ORS 192.660(2)(h): To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

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

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

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

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.](#) “If I Were Mayor...” Contest Winners

[5b.](#) 2023 Historic Review Board Accomplishments

[5c.](#) 2024 Legislative Session Recap by Representative Annessa Hartman

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

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

[7a.](#) Resolution No. 24-10, A Resolution Declaring an Emergency and Temporarily Exempting the Micro-tunneling Activities Associated with the Tri-City Water Resource Recovery Facility (WRRF) Outfall Pipeline from the Prohibition Against Unlawful Noises

[7b.](#) Memorandum of Understanding for Friends of the Ermatinger House

[7c.](#) Amendment No. 5, Extending the Existing Personal Services Agreement One (1) Additional Year for Landscape Maintenance Services with DeSantis Landscape Inc (PS 20-013)

[7d.](#) Personal Services Agreement with Triangle Advising Group, LLC – Lamont Browne for Consultant Services and the Delivery of Diversity, Equity, and Inclusion Initiatives

[7e.](#) Deed of Dedication, Public Utility Easement, and Obligation & Temporary Construction Area Agreement for the Holcomb Boulevard Safe Routes to School Project – Myles and Ronda Bell Property (14633 Holcomb Boulevard)

[7f.](#) Public Utility Easement and Obligation & Temporary Construction Agreement for the Holcomb Boulevard Safe Routes to School Project – Abraham Covello Property (14641 Holcomb Boulevard)

[7g.](#) Deed of Dedication, Public Utility Easement and Obligation & Temporary Construction Agreement for the Holcomb Boulevard Safe Routes to School Project – Ted Minton Property (14711 Holcomb Boulevard)

[7h.](#) Minutes of the January 17, 2023 Joint Work Session with West Linn

[7i.](#) Minutes of the January 23, 2024 City Commission Special Meeting

[7j.](#) Minutes of the February 7, 2024 City Commission Special Meeting

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

[9a.](#) First Reading of Ordinance No. 24-1003, Proposed Amendments to Oregon City Municipal Code Sections 2.40.020 and 2.40.030, Public Contracting and Purchasing

[9b.](#) Clackamette Park Master Plan - Clackamette Cove RV Park Alternative Location

10. COMMUNICATIONS

City Manager

[a.](#) Oregon City Ivy League

[b.](#) Commission Meeting Calendar for 2024

Commissioners

Mayor

11. ADJOURNMENT

ORDINANCE NOTICE

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

PUBLIC COMMENT GUIDELINES

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

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

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

ADA NOTICE

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

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

Video Streaming & Broadcasts: The meeting is streamed live on the Oregon City's website at www.orcity.org and available on demand following the meeting. The meeting can be viewed on

Willamette Falls Television channel 28 for Oregon City area residents as a rebroadcast. Please contact WFMC at 503-650-0275 for a programming schedule.

PROCLAMATION

ARAB AMERICAN HERITAGE MONTH 2024

- 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 2024

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 3rd day of April 2024.

Denyse C. McGriff, Mayor

Jakob Wiley

From: Kris Edmondson <krisedmondson9@gmail.com>
Sent: Tuesday, March 26, 2024 8:14 PM
To: Recorder Team
Subject: Permanent pickleball nets at Hillendale

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

I am writing in order to show support for the installation of permanent pickleball nets at Hillendale Park.

As an enthusiastic pickleball player and long time resident of Oregon City, I often find myself having to travel to other cities in order to play where they have permanent nets. In doing this, it means spending money in these other cities, rather than here in Oregon City. Whether this money is at a gas station, coffee shop, or restaurant/bar, this is all money that I'd prefer to keep in Oregon City.

In addition, the community, friends and social aspects that pickleball provides, as well as the low impact on your body, make this sport assessable to people of all ages and skill levels.

Hillendale Park is the very first place I was introduced to the game and I quickly realized that they have easily some of the nicest courts in the Portland metro area. However, with lack of any permanent nets, going outside of club times or schedules means I'm either lugging a heavy net to the court or, and more likely, driving to Canby, West Linn, or Wilsonville in order to play.

To conclude, I would love to see permanent nets established at Hillendale Park. Doing so would mean that myself and countless other pickleball lovers would be able to stay local and continue to grow the pickleball community here in Oregon City.

Thank you,
Kris Edmondson



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: 4-3-2024

SUBJECT:

"If I Were Mayor..." contest winners

EXECUTIVE SUMMARY:

The Youth Advisory Commission facilitated Oregon City's participation in the statewide "If I Were Mayor..." contest. Four winners were selected out of the entries, with two winners from two categories being forwarded to the State level to represent Oregon City and the Oregon City School District.

BACKGROUND:

Each year the Oregon Mayors Association sponsors the "If I Were Mayor..." contest, which asks Oregon students to describe what they would do to improve their community if they were in the position.

Students in grades 4-5 can enter a poster outlining their plan, middle school students in grades 6-8 can enter an essay and high school students enter with a digital media presentation. The Oregon City Mayor and the students on the Youth Advisory Commission judged the numerous entries submitted by Oregon City students. The winners are here tonight and will be presented with certificates of achievement and their prizes.

Posters:

Brittney E. Gil-Rosales: 1st Place \$75

Makenzie Malsed: 2nd Place \$50

Bodan Chiaratti: 3rd Place \$25

Essay:

Gabriel Castellano: 1st Place \$75

RECOMMENDATION:

No action needed.

BUDGET IMPACT:

\$225

FY(s): 2023/2024 – 2024/2024

Funding Source(s): General Fund



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Sabrina Ferry, Historic Review Board Chair
Christina Roberson-Gardiner, Senior Planner

Agenda Date: 04/03/2024

SUBJECT:

2023 Historic Review Board Accomplishments

EXECUTIVE SUMMARY:

In 2023, the Historic Review Board (HRB) reviewed 9 applications versus 12 in 2022 and 20 in 2021. A summary of the HRB's work in 2023 is below.

Preservation Program

1. Awarded four Local Preservation Grants for window and siding repair.
2. Awarded the 2023 Ruth McBride Powers Preservation Award to the Hive/I.O.O.F Hall rehabilitation work at 602 7th Street in the McLoughlin Conservation District.
3. Mailed out quarterly Historic Property Owners Welcome Packets to new owners.
4. Adopted Design Guidelines for Middle Housing- intended to supplement the Design Guidelines for New Construction.
5. Hosted and attended a full-day historic preservation training hosted by the National Alliance of Preservation Commissions in August 2023.
6. Adopted 2023-2025 2-year workplan (attached)

Historic Land Use Reviews

1. Reviewed two applications for New Construction or modifications to approved new construction projects- (*Approved-1 Denied-1*)
2. Reviewed five applications for Alterations to Historic Properties (*Approved 5 Denied/withdrawn -1*)
3. Reviewed one application for a solar panel application (*Approved-1 Denied-0*)
4. Reviewed two applications for Demolition or partial demolition (*Approved-2 Denied-0*)
5. Reviewed one application for reduction in size of the Landmark. (*Approved-0 Denied-1*)
6. Provided Design Advice for one project.

Some applications contained multiple requests.

Historic Review Board 2023-2025 Biennium Work Plan

Adopted September 26, 2023

Project	Purpose	Action Items	Staff Level of Effort	HRB Role	Timeline	Status
1. Education --CAMP- National Association of Preservation Commissions, Daylong education session August 11, 2023 2. Education -Ongoing free Webinars from the National Association of Preservation Commissions 3. Education- Yearly preservation presentation from Deputy City Attorney- Carrie Richter on Preservation and Public Hearing basics	Provide HRB members with educational opportunities to enhance their understanding of historic preservation and their role in creating policies and reviewing applications.	Attend sessions	Low Outside educational opportunities	Attend sessions	Summer 2023 Fall 2023-Summer2025 Winter 2024	Completed Ongoing Scheduled for January or February 2024/2025 HRB meeting
4. 17.40 Code Revisions Compatible Change – Definition of New Construction – Thresholds for triggering review of non-designated structures	Review thresholds of historic review for changes to non-contributing structures after seeing some major remodeling projects in the McLoughlin District, affecting scale, height, materials, and ultimately, compatibility.	Last HRB work session on this topic was July 2021 A consultant should be selected to help support staff and HRB-paid for by next CLG grant -Fall 2024-Summer 2026 (length of grant)	High TBD	High TBD	TBD	TBD Fall 2024-Spring 2026

Project	Purpose	Action Items	Staff Level of Effort	HRB Role	Timeline	Status
5. Improving the Historic Review Approval process Windows work session-potential standard draft conditions of approval with additional details.	Ensure that built historic projects are consistent with the approved decision.	A consultant should be selected to help support staff and HRB-paid for by next CLG grant -Fall 2024-Summer 2026 (length of grant)	Medium Add to CLG grant application Select consultant. Scope deliverables and schedule HRB work sessions	Low Provide direction at HRB work sessions, provide staff direction on the scope of work	Fall 2024	Pending Fall 2024-Spring 2026
6. Improving the Historic Review Approval process Coordination with applicants and other departments to ensure compliance with Conditions of Approval	Ensure that built historic projects are consistent with the approved decision.	• Ensure Conditions of Approval are added to plans • Attend Building pre-construction meeting • Investigate if mid-build inspection is helpful/feasible	Medium Provide status updates to HRB at future meetings	Low Provide staff with any requested direction	Ongoing	In progress
7. Improving the Historic Review Approval process Revisit HRB Policy #12 Solar Panels specifically for those resources that can only place panels on front-facing elevations.	Review the work to date on solar panels to determine if new technologies and the community's climate goals conflict with the adopted HRB policy, which can limit certain historic properties from pursuing the installation of solar panels.	• Review work prepared by the City of Denver - determine if additional / changes are warranted for Policy #12 • Outreach to property owners and neighborhood associations if revisions are pursued. • Create a communication	Medium See action items	Medium • During a scheduled work session, review a summary of the research conducted by the City of Denver. • One or two members with staff attend outreach events with property owners/neighb	Winter/Spring 2024	Pending

Project	Purpose	Action Items	Staff Level of Effort	HRB Role	Timeline	Status
		plan to ensure all parties have access to the project. • Support adoption process		orhood associations. • Provide staff direction on any needed revisions to policy at scheduled work session. • Present proposed revision to City Commission at a City Commission worksession prior to HRB adoption.		
8.Public Outreach Homeowner education materials-	Continue to educate historic homeowners on the regulatory requirements and grant opportunities available to them	• Send quarterly to new historic homeowners • Write articles in the Trail News, Chamber of Commerce member magazine. • Request CLG grant to be sent every 1-2 years to all property owners	Low Utilizing existing materials	None	Quarterly CLG grant -fall 2024	In progress

Project	Purpose	Action Items	Staff Level of Effort	HRB Role	Timeline	Status
9.Public Outreach Public Education and Recognition	Promote historic places for the purpose of instilling community pride, promoting heritage tourism, and showing the social and economic benefits of historic preservation	• Preservation Month • Ruth Powers Award Coordinating awards, proclamations, and city communication. If coordination with another entity to promote a shared preservation month event- additional staff time would be needed and added to the work plan.	Low Utilizing existing materials	Low Select award winner	May 2024, 2025	Pending



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: 04/03/2024

SUBJECT:

2024 Legislative Session Recap by Representative Annessa Hartman

BACKGROUND:

Representative Annessa Hartman (House District 40) will provide a recap of the 2024 Oregon State Legislative Session. The presentation will include:

- Legislative Session Summary
- Measure 110/HB 4002
- Governor's Housing Package
- Reducing the Cost of Living
- Legislative Updates: Priority Bill
- Legislative Updates: In-district Funding Victories
- Legislative Updates: General Funding Victories
- Tolling Update
- Future Initiatives
- Questions



2024 SESSION RECAP

OFFICE OF REPRESENTATIVE ANNESSA HARTMAN, HD 40

WEDNESDAY, APRIL 3RD

AGENDA

- **Legislative Session Summary**
- **Measure 110/HB 4002**
- **Governor's Housing Package**
- **Reducing the Cost of Living**
- **Legislative Updates: Priority Bill**
- **Legislative Updates: In-district Funding Victories**
- **Legislative Updates: General Funding Victories**
- **Tolling Update**
- **Future Initiatives**
- **Questions**



LEGISLATIVE SESSION SUMMARY

KEY TOPICS

- Fentanyl Crisis (Measure 110)
- Housing Production
- Reducing the Cost of Living



BY THE NUMBERS

- Each member could bring 2 bills
- There were 291 bills in total, with 115 sent to the Governor's Desk
- Of those 115, 108 were substantially bipartisan, with 5+ Republican votes in both chambers (94%)

MEASURE 110/HB 4002

A comprehensive plan to address the drug and addiction problem urgently with a priority on treatment and giving law enforcement the tools they need to help get people off the street and into recovery.

- Nearly 5 Oregonians are dying every day from overdoses, so, coming into the 2024 Legislative Session, we knew something had to change.
- I wanted to prevent returning to the war on drugs, I believe we needed to give first responders the tools to intervene with public drug use, confiscate, and directly connect people to treatment.
- We need to send the message to our kids that hard drugs are worse than alcohol by aligning our penalties with that notion.

MEASURE 110/HB 4002

- Treatment first, second, and third, with jail as a last resort, treating drug use similar to how we treat DUIs.
- Enhanced penalties for selling outside treatment centers, shelters, or in parks.
- Recovery housing: Investing \$30 million (via HB 1530) to ensure those in recovery stay housed, preventing homelessness, relapse, and further interactions with law enforcement.
- Shovel Ready Projects: Investing \$85.4 million in expanding treatment.
- Medication Assisted Treatment (MAT): Dedicates \$10 million to expand access to MAT in jails.
- Funding for local, affordable mental health provider training programs to Oregon colleges.



UGB EXPANSION

- Cities can only expand their UGB on a one-time basis and must demonstrate need.
- Any UGB expansion must also have at least 30 percent of affordable housing.

CREATING THE INFRASTRUCTURE REVOLVING LOAN FUND AND SEEDING IT WITH \$75M



EMERGENCY HOUSING & PRODUCTION FUNDING

- \$65M in ongoing homeless shelter support
- \$18M to open new Recovery Housing at the intersection of housing and drug addiction
- \$34M to OHCS for rental assistance with 30% set aside for culturally specific organizations
- \$100M in direct allocations for infrastructure to support shovel-ready projects
- \$29M for land acquisition to convert buildings into affordable housing

REDUCING THE COST OF LIVING

MAKING PRESCRIPTION DRUGS MORE AFFORDABLE FOR OREGONIANS

- HB 4113 will help people reach out-of-pocket maximums easier, bringing down overall costs that Oregonians will have to spend on their prescription medications.

OREGON HOUSE INVESTS IN AFFORDABLE CHILD CARE PROGRAMS

- SB 5701 marks a significant milestone in investing in Oregon's Employment Related Daycare (ERDC) program and the Department of Early Learning and Care (DELIC).

LEGISLATURE APPROVES FAMILY FINANCIAL PROTECTION BILL

- SB 1595 improves outdated and flawed consumer protection and debt statutes by strengthening economic protections for Oregonians who are working to pay back their debts and providing recourse for unfair debt collection practices.

LEGISLATIVE UPDATES: PRIORITY BILL

VICTIM'S RIGHTS PACKAGE

- Increased access to justice for victims of revenge porn
- Expanded restraining order filing options to include the county where the abuse occurred
- The bill had 49 sponsors by the end and passed each committee and chamber it was in unanimously



WE SECURED OVER \$55 MILLION FOR INFRASTRUCTURE AND SUPPORT SERVICES IN CLACKAMAS COUNTY!

PREVENTING & DECREASING HOMELESSNESS

- \$2 million for the construction of the Oregon City Resource Center
- \$720,000 for Free on the Outside, Inc. to purchase a re-entry home in Clackamas County

GETTING MORE PEOPLE INTO TREATMENT

- \$4 million to construct a crisis stabilization center
- \$4 million to Parrott Creek Child and Family Services
- \$1.5 million to Bridges to Change
- \$20.7 million for Clackamas County law enforcement to set up a deferment program

INFRASTRUCTURE

- Protecting families from future water rate increases with \$3 million to the Oak Lodge Water Services Authority
- \$15 million to Clackamas County for the construction of the new Clackamas County Courthouse

LEGISLATIVE UPDATES: GENERAL FUNDING VICTORIES

- **Crime Victims' funding** to fund the projected costs of continuing state support of Children's Advocacy Centers (CAC), the Survivor Housing Funds grant program, or any successor program.
- **\$1,437,058 to the Clackamas County Children's Commission**
- **\$30,000,000** for summer learning programs
- **\$1,000,000** for distribution to the **University of Oregon Just Futures Institute**
- **\$5,918,747** to be distributed as grants to venues that provide arts and cultural programming
- **\$400,000** for the **Attorney General's Sexual Assault Task Force Sexual Assault Nurse Examiner/Sexual Assault Examiner Certification Commission**
- **\$5.1 million** for the **Agricultural Heritage Fund**



I have been committed to pushing back against ODOT's tolling project since they first proposed it and proceeded to ignore our communities.

- Our advocacy and partnerships with ClackCo and local mayors paid off!
- While tolling will still be a part of the IBR, we need to ensure we're laying the groundwork for a 2025 transportation package that doesn't include tolling and meaningfully involves the community.
- Part of that means having an alternative. I will continue to work with the community to come up with alternative ideas for how to fund our transportation system.

I want to express my gratitude to the Governor for heeding the voices of our communities.

FUTURE INITIATIVES

GRANTS AGENCY

- I'm laying the groundwork for a new state agency to take a holistic, coordinated approach to grant writing to make Oregon the most efficiently funded state in the Union.

SUPPORTING VICTIMS: NO STATUTES OF LIMITATION FOR FELONY SEX CRIMES

INVASION OF PRIVACY - ANTI-BULLYING STATUTE

- Oregon's Invasion of Privacy statute does not clearly protect people from being viewed while in private spaces, like bathrooms in certain cases

AI PORN BAN

- AI has gotten so advanced, it is so easy to alter a photo to make a person appear nude

HOUSING PACKAGE

- Requirement to test and disseminate water quality
- Hold deposit guardrails
- Ensuring squatters don't have more rights than tenants
- Requiring units be habitable before renting them out
- Stopping discrimination against emancipated youth

QUESTIONS?



THANK YOU!



STAY CONNECTED



@REPANNESSAHARTMAN



WWW.FACEBOOK.COM/REPRESENTATIVE.ANNESSA



**MONTHLY NEWSLETTERS AT:
WWW.OREGONLEGISLATURE.GOV/HART**



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: 04/03/2024

SUBJECT:

Resolution No. 24-10, A Resolution Declaring an Emergency and Temporarily Exempting the Micro-tunneling Activities Associated with the Tri-City Water Resource Recovery Facility (WRRF) Outfall Pipeline from the Prohibition Against Unlawful Noises

STAFF RECOMMENDATION:

Commission Approves Resolution No. 24-10, Exempting Micro-tunneling Activities Associated with the Tri-City WRRF Outfall Pipeline construction from the Prohibition Against Unlawful Noises.

EXECUTIVE SUMMARY:

Clackamas Water Environment Services (WES) is requesting a noise exemption for construction of the Tri-City Water Resource Recovery Facility (WRRF) Outfall Pipeline. The pipeline will be installed using trenchless construction methods (microtunneling) and will extend from a location just southeast of the roundabout structure at the intersection of Main Street and Agnes Avenue and end approximately 200 feet into the Willamette River west of Jon Storm Park. The proposed construction will happen during night hours and is in conflict with Oregon City Municipal Code (OCMC) 9.12.023(E).

BACKGROUND:

Clackamas Water Environment Services (WES) submitted a noise variance application requesting night construction of a 112-inch Fiber Reinforced Plastic (FRP) lined reinforced concrete jacking pipe, to serve as the new outfall pipeline for Tri-City Water Resource Recovery Facility (WRRF) Outfall Pipeline. This pipeline will extend just southeast of the roundabout structure at the intersection of Main Street and Agnes Avenue, and end approximately 200 feet into the Willamette River (west of Jon Storm Park).

Construction will consist of trenchless construction methods (micro-tunneling) via a Micro-tunnel Boring Machine (MTBM). This method allows pipeline installation through a variety of geotechnical stratum continuously, below grade, so surface infrastructure is

not impacted. The MTBM needs to operate 24 hours a day, up to seven (7) days per week, to ensure that friction loads do not build up on the pipeline (due to extensive periods of downtime) and to complete this work on schedule. If 24-hour continuous operation is not allowed it could result in extensive delays to the project and could cause greater disturbance, than planned, to the surrounding area.

Micro-tunneling was chosen to reduce overall construction impacts (duration and footprint) as it is a relatively quiet operation (compared to conventional trenching). Noise levels are expected to be in the range of 75 to 85 decibels - similar to vehicular traffic on the I-205 corridor and along Main Street. Construction activities are not expected to affect communities on the west side of Main Street.

This noise variance request is for June 3, 2024 to December 22, 2024, with construction taking place 24 hours a day, up to 7 days per week. As a part of the project notification, the contractor will provide written notification of the planned construction activities to property owners located within 300 feet (or other notification boundary) of this project. Notification methods will include door hangers, knocking on doors, etc. The outreach will also include contact information if there are concerns (about noise levels during the night work and/or impacts to property during the project), such as utility disruptions, impacts to driveways, etc.

Per Oregon City Municipal Code (OCMC) 2.52.020, “emergencies” include “utility or transportation emergencies.” OCMC 2.52.040 (L) authorizes the City, in cases of emergency, to “order such other measures as are necessary for the protection of life or property, or for the recovery from the emergency.” For this reason, staff recommend approval of this request and resolution.

OPTIONS:

1. Approve Resolution No. 24-10 as requested.
2. Approve Resolution No. 24-10 with specific modifications.
3. Deny Resolution No. 24-10. If the Commission chooses to deny the Resolution, staff requests direction on how to proceed.

RESOLUTION NO. 24-10**A RESOLUTION DECLARING AN EMERGENCY AND TEMPORARILY EXEMPTING THE
MICROTUNNELING ACTIVITIES ASSOCIATED WITH THE TRI-CITY WATER RESOURCE
RECOVERY FACILITY (WRRF) OUTFALL PIPELINE FROM THE PROHIBITION AGAINST
UNLAWFUL NOISES**

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

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

WHEREAS, microtunneling has been chosen to reduce overall construction impacts (duration and footprint) and is a relatively quiet operation when compared to conventional trenching; and

WHEREAS, the trenchless method of microtunneling was selected because it can install pipelines through a variety of geotechnical stratum continuously, sub-grade, so that surface infrastructure is not impacted; and

WHEREAS, the microtunnel boring machine MTBM needs to operate 24 hours a day and up to 7 days per week to complete the operation on schedule, meeting the allotted Willamette River in water work window; and

WHEREAS, if 24-hour continuous operation is not allowed it could result in extensive delays to the project and could cause greater disturbance than planned to the surrounding area;

WHEREAS, the City would be acting in the best public interest by facilitating a fast and efficient completion of the Tri-City Water Resource Recovery Facility (WRRF) Outfall Pipeline which serves Oregon City; and

WHEREAS, OCMC 9.12.023(E) declares the construction, demolition, alteration or repair of any building or the excavation of any streets and highways in a residentially zoned neighborhood between the hours of 6:00 PM and 7:00 AM, Monday through Friday; and between 6:00 PM and 9:00 AM on Saturday and Sunday or between the hours of 6:00 PM and 9:00 AM on any legal holidays as defined in ORS 187.010 to be a violation.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission declares an emergency, limited to microtunneling associated with the Tri-City Water Resource Recovery Facility (WRRF) Outfall Pipeline as shown in the map attached as **Exhibit A** to this resolution. Consistent with OCMC 2.52.070 and, by this resolution, the Commission declares an emergency from June 3, 2024 at 6:00 PM to December 22, 2024 at 9:00 AM.

Section 2. Based on the emergency identified above, the City Commission grants the exemption from Section 9.12.020 of the Oregon City Municipal Code for microtunneling activities associated

with constructing the Tri-City Water Resource Recovery Facility (WRRF) Outfall Pipeline, during the period identified above in Section 1 of this resolution.

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

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

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

Approved and adopted at the regular meeting of the City Commission held on the 3rd day of April, 2024.

Denyse C. McGriff, Mayor

Attested to this 3rd Day of April 2024

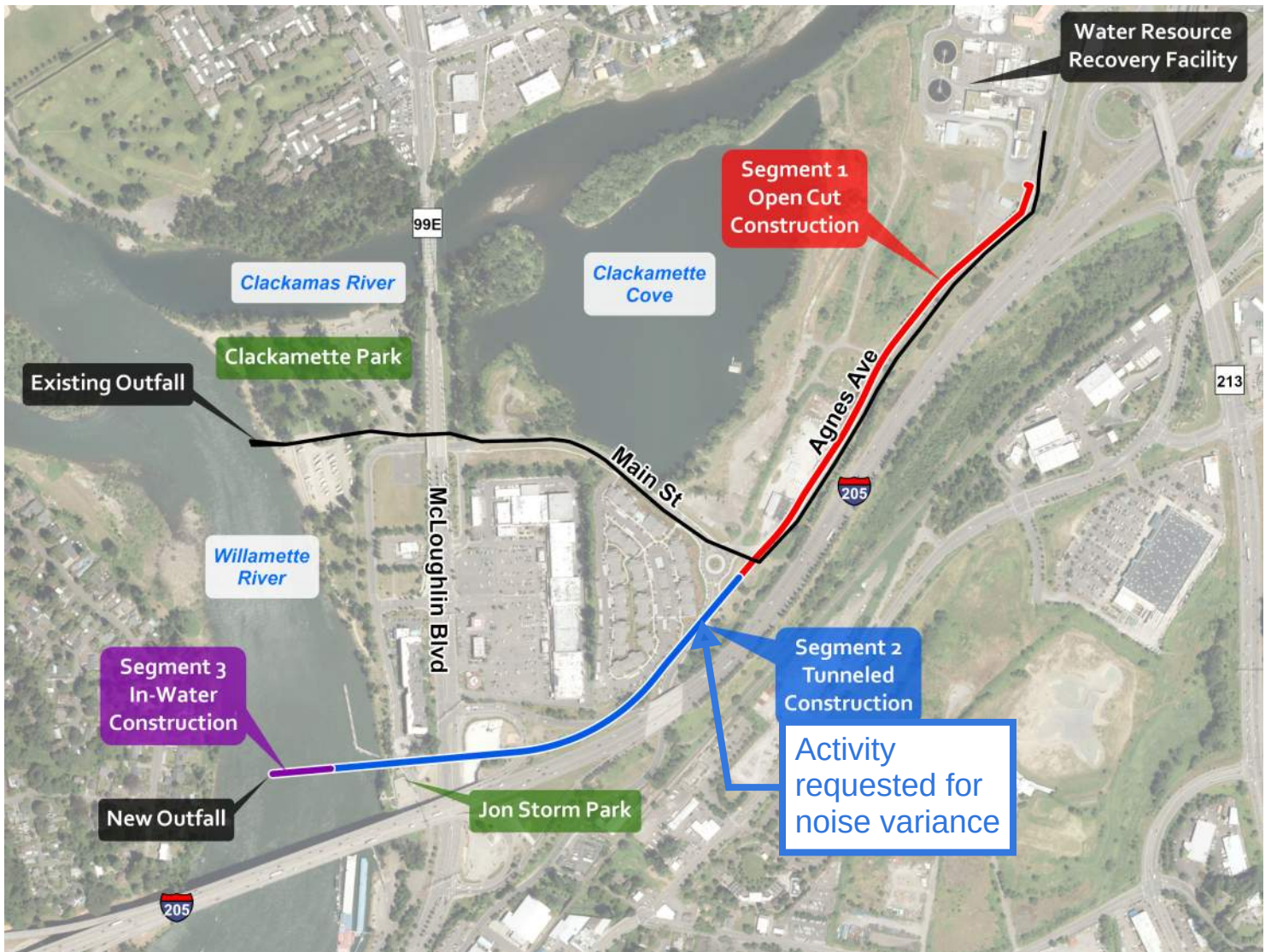
Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

EXHIBIT A

Site Map





CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** April 3, 2024
From: Aquatic and Recreation Manager Melissa Sebastian

SUBJECT:

Memorandum of Understanding for Friends of the Ermatinger House

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the Memorandum of Understanding (MOU) between the Friends of the Ermatinger House and the City of Oregon City.

BACKGROUND:

Adjustments were made to the MOU after the previous meetings with the Friends of the Ermatinger House and Commission. Revisions were made to the MOU, and the Oregon City Parks and Recreation Department attempted to schedule meetings with the Friends of the Ermatinger House Chair to discuss and review them. After being able to meet outside of our regular monthly meetings with the Friends of the Ermatinger House, an MOU draft was sent in October 2023 for review during our annual strategic plan meeting.

The Friends of the Ermatinger House Chair was able to send the MOU back to us with questions and requests for changes. Edits were made, and a final review was given on March 1st, 2024. Cheryl Rice, Dave and Gayle McCloskey, William Beckner, Ginnell Craner, Toby Cook, Melissa Sebastian, and Holly Swogger attended on March 1st. During this meeting, the Aquatic and Recreation Manager reviewed the highlighted edits, and we ultimately decided that both parties support the MOU shared with the City Commission.

If this MOU is approved by the City Commission, the Chair of the Friends of the Ermatinger House and the Parks and Recreation Director are prepared to sign it. We have included a letter of support from the Friends of the Ermatinger House and the minutes from our meeting discussing the proposed MOU.

OPTIONS:

1. Approve the MOU with the Friends of the Ermatinger House
2. Approve the MOU with the Friends of the Ermatinger House with modifications



Friends of the Ermatinger House and the City of Oregon City Parks & Recreation Memorandum of Understanding

INVOLVED PARTIES/Titles

Friends of the Ermatinger House (FEH)

The City of Oregon City Parks and Recreation Department (OCPRD or City)

Francis Ermatinger House (House, Ermatinger House)

DEFINITIONS

FEH Annual Strategic Plan

General plan submitted in writing outlining goals and plans for the upcoming calendar year.

Event Outline

Written plan summary for individual events/fundraisers.

Annual Summary Report

A joint meeting or written report that details the standing of work, projects, and goals from the previous year and includes any evaluations of the partnership or accomplishments.

Ermatinger Donation Account

The City has earmarked, dedicated parks donation accounts established in perpetuity that contains earmarked funds that will be used exclusively for Ermatinger House related projects or events such as curtains or wallpaper purchases, maintenance, repair, and upkeep of Ermatinger House and other Ermatinger House related uses, having account number 290-316-4746.

House Policy and Procedure Manual

Written document completed by OCPRD with input from FEH that outlines the operational rules and requirements for the Ermatinger House.

Interpretive Plan

Written document completed by the OCPRD with input from FEH and experts that outlines the goals and approaches of the interpretive program at the Ermatinger House.

Marketing Plan

Written document completed by OCPRD that outlines details of the branding for the Ermatinger House such as brand colors and a logo along with marketing strategies.

Partnership

An arrangement between the FEH and OCPRD to work together on providing events, activities, and fundraising opportunities to help support the operations of the Ermatinger House.

Revenue & Fundraising Plan

To outline the main sources of revenue for the Ermatinger House along with their individual pricing and relating policies.

PURPOSE

The purpose of this document is to outline the relationship between the City of Oregon City Parks and Recreation Department (OCPRD) and the Friends of the Ermatinger House (FEH).

ACKNOWLEDGEMENT AND INTRODUCTION

The City recognizes the importance of the Francis Ermatinger House and will maintain keeping it open to continue telling its story of early Oregon Territory history, the Hudson's Bay Company, and the Francis Ermatinger family. Not only is the Ermatinger House important to Oregon City's history, but in Portland and the State of Oregon's history as well. Without this historic structure, these stories and history will be forgotten.

The City of Oregon City Parks and Recreation Department recognizes and appreciates that the Friends of the Ermatinger House is volunteering its time and efforts to benefit the community and the Ermatinger House. The City also recognizes and appreciates the deep ties many of the FEH members have to the House, their past efforts, and their passion.

The FEH appreciates and respects the professional experience and judgment of the City of Oregon City Staff. The FEH also recognizes that while Staff welcomes the support and recommendations from FEH members, all final decisions regarding operations, management, capital projects, maintenance, selecting City volunteers, interpretation and programming ultimately lie with the OCPRD Staff.

OCPRD and FEH will work together to continue to expand the operations and programs of the Ermatinger House. Value held in this partnership include creating an inclusive, respectful, and positive environment and creating resources together to accomplish the vision for the Ermatinger House through the roles and responsibilities. Together this will create a successful future.

As discussed throughout this MOU, the parties share a common vision regarding the Ermatinger House and want to work together to achieve that vision. However, this MOU is not intended to and does not create a legal partnership or joint venture. The members of the FEH are not employees or agents of the City, nor are City staff employees or agents of FEH. This MOU recognizes that FEH are acting in a volunteer capacity and that the FEH are free from the direction and control of the City in how to preserve the history of Oregon City relative to the historic aspects of the House. FEH are not employees. They perform their voluntary services for no compensation and have no expectation or contemplation of compensation. They acknowledge they are not eligible for any federal social security or unemployment insurance payments. FEH are similarly not eligible for any PERS or workers' compensation benefits from compensation or reimbursement payments made to Curators under this MOU.

MISSION, VISION, AND CORE VALUES

MISSION FOR FRIENDS OF THE ERMATINGER HOUSE

The Friends of the Ermatinger House is a non-profit organization whose mission is to promote, educate, and preserve the heritage and story of the Historic Frances Ermatinger House through historic demonstrations, living history exhibits, and other activities.

CITY MISSION, VISION, AND MOU VALUES

MISSION

Engage our audience and forge their connection to the history of Francis Ermatinger and his family, the Hudson's Bay Company, and the development of Oregon City through interpretive exhibits, guided tours, and special events.

VISION

To maintain and expand access to the Ermatinger House by providing and expanding operating hours for public tours and special events to increase tourism.

VALUES

- Creating access for tourism to the Ermatinger House by being open to the public for tours and regular events
- Acknowledge, respect, and empathize with the FEH's deep-rooted connection and commitment to the Ermatinger House
- Building trust through open and honest communication and transparency to create a successful future
- Remove barriers and provide resources to help the FEH accomplish their goals
- Create an inclusive, respectful, and positive environment

ROLES AND RESPONSIBILITIES

FEH Responsibility

To support the Ermatinger House and OCPRD by:

1. Raising funds for specific City-approved Ermatinger House designated capital improvement projects, along with FEH programs and a rainy-day fund.
2. Hosting or helping host recurring and special events.
3. Spreading awareness and advocating for the Ermatinger House.
4. Providing programs and/or materials regarding the House, which shall be subject to review and approved by the OCPRD.
5. Provide operational support for the House and help recruit volunteers for FEH and City.
6. Other projects as mutually agreed upon with the OCPRD and FEH or reflected in the approved FEH Annual Strategic Plan.

OCPRD Responsibility

Maintaining and Increasing Operating Hours:

1. Keeping the facility open on Fridays and Saturdays from 10:00am-4:00pm
2. Work with tourism on increasing operating hours during the tourism season by finding interns annually

Provide Special Events

1. To facilitate, host and help host recurring and special events hosted by the City or in partnership with the FEH.
2. To be a participating location during Heritage Holidays and Heritage Days when they take place.

Marketing

1. Spread awareness and advocating for the Ermatinger House.
2. To provide programs and operational support.
3. Providing advertisement for the Ermatinger House through City resources.
4. Providing registration software and registration process for events and programs at or related to the Ermatinger House.

COMMUNICATION STRATEGIES

Guidelines for the Relationship and Communication

1. Both parties pledge to diligently maintain open communication with each other, to build trust and sustain confidence in each other.
2. Both parties understand that respectful and productive communication is expected
3. All communications and meetings between FEH and the City will be documented including date, time, mode of communication, and minutes/summary.

4. While both parties are expected to host their own meetings, joint meetings will also take place for an optimal working relationship between parties.
 - a. The City employees of the Ermatinger House will host a monthly standing meeting to allow for FEH to frequently and openly communicate with OCPRD.
 - b. Both parties will extend invites to meetings, as applicable, with ample notice.

Guidelines for Fundraising, Events and/or Programs

1. All events will be considered fundraising events and City revenue will go into the Ermatinger Donation Account.
2. Both parties pledge to maintain open communication with each other relating to budgetary status of the City's Ermatinger Donation Account, as well as the FEH budgetary standings and the goals for how the budgets will be used. The Ermatinger Donation Account will be reviewed, at least, on an annual basis. Ideally, monthly during our standing meetings, but at a minimum, annually, between the OCPRD and FEH.
3. Budget goals should be defined and communicated between both the FEH and OCPRD to know what goals each party will be working towards on an annual basis, as well as looking at a 3-5 year plan.
4. Both the City and FEH understand that joint fundraising, event revenue and budgetary goals are symbiotic and the City benefits from its relationship with the FEH, and the FEH benefits from its relationship with the City. The goal of both the FEH and the City is to work together on providing events and fundraising opportunities to reach the goals of the City and the FEH. Because of this, the following parameters are set in place:
 - a. 50% each to FEH and City:
 - i. Fundraising, special event, activity, or program efforts where duties are considered a joint effort, either during or after the House's regular scheduled hours. A joint effort is when the City provides resources or handles funds, registration and/or provides administrative help, 50% of funds raised shall reside with the City and be deposited into the City's Ermatinger Donation Account, and 50% with the FEH. This event may involve a 3rd party with the funds remaining to be split 50/50.
5. OCPRD may choose to do an event on their own behalf in partnership with another organization or solely. In this event no proceeds will go to the FEH.
6. FEH may choose to do an event on their own behalf that does not include the OCPRD. In this event, the FEH must submit an event outline that must be approved by OCPRD. OCPRD reserves the right to deny use of the Ermatinger House. If approved and is a solo event by FEH, proceeds made stay with the FEH.
7. FEH may apply for a grant or do a fundraiser that is not on City property, in which all grant/fundraising monies will stay with the FEH. A separate agreement may be made to establish the agreement between the FEH and OCPRD on how funds are used.

FEH Key Access and Check-in/out Process

With the approval of the Aquatic and Recreation Manager or Ermatinger House Recreation

Programmer, FEH will have access to a key and can open and close the House. The key is located at the Oregon City Swimming Pool, 1211 Jackson Street Oregon City, OR 97045 in the Aquatic and Recreation Manager's Office. FEH will be abiding by the following parameters for accessing the key:

Guidelines for Key Access

1. Key Access should be approved in writing, an email will suffice or may be granted in the Event Outline Process by the Aquatic and Recreation Manager and/or the Ermatinger House Recreation Programmer. Verbal permission may be given on occasion if written permission is not available in a timely manner but must be documented.
2. The key pick-up and drop-off time must be communicated with the Aquatic and Recreation Manager and/or the Ermatinger House Recreation Programmer.

Key Pick up/drop of

1. Once approval is granted the key can be checked out and dropped off by an authorized member of FEH signing the key out and returning.
2. The FEH will return the key no later than 5 business days after picking up the key unless otherwise stipulated.
3. If one member of FEH passes the key to another, an email of this exchange is required and will be documented by the Aquatic and Recreation Manager and/or the Ermatinger House Recreation Programmer, on the check in/out sheet located at the pool. An email alerting the Aquatic and Recreation Manager and Ermatinger House Recreation Programmer will suffice as documentation of the exchange.
 - i. Recreation Manager: Melissa Sebastian Email: msebastian@orccity.org 503-974-5516
 - ii. Recreation Programmer: Holly Swogger Email: hswoegger@orccity.org
4. While at the House
 - a. All activities will abide by the House Policy and Procedure Manual.
 - b. The FEH will be trained on the House Policy and Procedure Manual.
 - c. Removal of artifacts or rearrangement of rooms for events, or for any other reasons, need to be approved by the Aquatic and Recreation Manager or the Recreation Programmer. This may often be done through the Event Outline process.
 - d. If approval is given the FEH will ensure the House and the artifacts are returned to the proper location/s and are managed per the House Policy and Procedure manual. Approval will be granted through the Event Outline process.
 - e. Cash handling will be predetermined through the event approval process (how funds are to deposited and managed). This could vary depending on the event, time, and theme.
5. Key restrictions
 - a. Only official FEH members that have communicated to the Aquatic and

Recreation Manager and or the Recreation Programmer may have access to the key.

6. In the event of damaged artifacts or as issues arise.
 - a. The FEH are acting as partners of the OCPRD. Therefore, the expectation is that they act in accordance with the House Policy and Procedure Manual requirements. If an artifact or something is damaged, a report should be made and the City along with the FEH will do their best to return the item back to its original state, or if determined, file an insurance claim.
 - b. The FEH understand that they are acting on behalf of the City and as a sanctioned FEH and volunteer they are covered against injury and liability.
7. Volunteer Background Check
 - a. To be covered and gain independent access the FEH members are required to complete the City's volunteer background check at a minimum of once every two years. This will be provided by the Recreation Manager or the Ermatinger House Recreation Programmer.

FEH Guidelines/Requirements

To continue to be recognized as an official friends' group by the City and maintain an ongoing partnership, the FEH must:

1. Be an established 501c3 to collect direct funds and remain recognized.
2. Have an open membership policy that does not discriminate against gender, sex, sexuality, age, race, ethnicity, physical or cognitive abilities.
3. Have a set structure, requirements of members, and established by-laws that are communicated to OCPRD.
4. Include at least 4 members.
5. Hold (at a minimum) quarterly meetings and offer oral or written reports to OCPRD.
 - At the discretion of FEH, and by invitation only, FEH will notify OCPRD in advance as to the date, time, and location of meetings to allow for OCPRD Staff to attend unless the meeting is intended to be for FEH members only.
6. Work cooperatively with the City to support the House.
7. Acknowledge that neither they nor their members are primarily responsible for the operation or management of the House and recognize that the House is owned and operated by the City of Oregon City, including in Tourism stakeholder meetings.
8. Conform and comply with all municipal, state, and federal laws.
9. Follow OCPRD direction, policies, procedures, and guidelines when carrying out program or activities at or for the House.
10. Develop an Annual Strategy and submit for the following year.
11. Conduct activities that support and further the priorities established by the City for the Francis Ermatinger House, as defined, and detailed in adopted plans, established goals, and budgets. The City will provide the below listed documents to the FEH as needed:
 - Ermatinger House Interpretive Plan, the Revenue & Fundraising Plan, and the Brand & Marketing Plan.

- Additional documents may be adopted in the future and the FEH will be given notice of these additions as they develop.
- 12. Continue to follow the guidelines for operations established in the Ermatinger House Manual & Procedures document.
- 13. Submit, on an annual basis, the following information by January 31st of each calendar year. The outline for the information on the Annual Summary Report can be found on Page 10.
- 14. The City reserves the right to suspend or revoke formal recognition of and partnership with the FEH in the case of requirements not being met.

Public Relations

1. Any event, fundraiser, etc. to be hosted at the House that was not approved through the FEH Annual Strategic Plan must be separately approved in writing (or via email/electronic document) before it can be advertised or discussed with the public. The event outline may be used for this purpose.
2. FEH must submit all event publications, advertisements, etc. for events that will occur at the Ermatinger House to OCPRD before distribution or posting on social media.
3. Advertisements and publications by the FEH regarding public events, fundraisers, etc. which are located at the House, should use the logos and brand colors from the Ermatinger House Marketing Plan whenever possible.
4. The FEH can use the City developed Ermatinger House logo only on publications that are approved by the City and for events held at the house and are in direct partnership with the City. If the FEH is independently conducting an off-site fundraiser, event etc. the City developed logo cannot be used.
5. FEH can hold independent opinions and promote independently on FEH specific social media, website, or publications. Anything associated with the Ermatinger House or Friends of the Ermatinger House that is used for political purposes or to advertise businesses/other for-profit entities unless they have an established contracted partnership with OCPRD/Ermatinger House or it has been individually approved by OCPRD the

FEH must include a disclaimer such as “The views expressed in this publication do not necessarily reflect the views of the City of Oregon City or its employees”

6. FEH social media pages will clearly distinguish that they represent the FEH and not the City of Oregon City or any city facility, including the Ermatinger House itself.
7. FEH should share to their own page(s) any Ermatinger House related posts from City of Oregon City or City Parks and Recreation social media pages whenever possible.
8. FEH will ensure that all publications are family-friendly and do not contain any explicit, controversial, or derogatory elements.
9. FEH publications will be advertised by the City in the Ermatinger House and on social media, if requested and related to the mission of the Ermatinger House.

Role of OCPRD

1. Maintain open communications with the FEH by hosting standing monthly meetings.
2. Provide access to the Francis Ermatinger House as needed and agreed upon with the Recreation Programmer and Aquatic & Recreation Manager.
3. Assumes responsibility for ownership, management, and operations of the House.
4. Provides a Recreation Programmer to manage volunteers and operate the House.
5. The Recreation Programmer/OCPRD is responsible for creating and updating the Interpretive Plan, the Marketing Plan, and House Manual & Procedures. At the request of the FEH, OCPRD will make available, for a pre-determined period of time, the ability to submit comments and/or suggestions. The ultimate decision on content is at the discretion of the OCPRD.
6. Review, approve, and oversee the applying of any funds to capital projects, operations, etc. at the House.
7. Review, approve, and oversee any special events, talks, fundraisers, etc. hosted at the House by the FEH.
8. Oversee City social media, advertisements, etc. relating to the House.
9. Attend FEH meetings when invited to maintain open communication.
10. Co-create the development of written agreements and understandings.
11. Provide the FEH with any necessary documents.
12. Provide Staff to maintain the grounds surrounding the House.
13. Fund the day-to-day operations of the House such as water, electricity, security system, etc.
14. Provide storage space in the basement for items used for programing.

Annual Reports/Plans (Annual Summary Report & Annual Strategic Plan)

On or before January 31st of each year, the FEH should submit an Annual Report and Strategic Plan. The City will respond to the Annual Report and Strategic Plan by March 1st of each year.

The purpose of the annual summary report is for information purposes only. The Annual Strategic Plan is to assist in annual planning for events at the House for the upcoming year. The Strategic Plan will be based on events listed in the FEH annual calendar, which will be reviewed by the OCPRD. OCPRD will then note any comments or concerns. The FEH will then meet to execute the final version of the Strategic Plan and provide the Parks Department with the final version. The final version shall be approved by March 1st of each calendar year.

Annual Summary Report details to be included:

For the up-coming year, the Annual Report must include:

- a. Changes that have occurred to the FEH by-laws and any other governing documents
- b. Structure of organization and list of leaders (if applicable)
- c. Contact information for all current members
- d. Activities of Interest/Focus (specific goals, timelines, funding sources, etc.)
- e. Annual calendar listing proposed events, special activities, fundraisers etc.
- f. A long range (3-5 years) Annual FEH Plan document
- g. If changes need to be made to any items submitted, OCPRD requests those changes be submitted in writing/email as soon as known

For the previous year, the Annual Report must include:

1. An evaluation of the implementation of the previous year's Annual FEH Strategic Plan and Annual Report.
2. Summarize the FEH's Current Condition
 - a. Budget Report. Suggested information to include:
 - i. Status of fundraising funds, groups financial standings, projected expenses, projected revenue
 - b. Total FEH Member Volunteer Hours
 - c. Incomplete Goals/Plans that are continuing into the next year
 - i. With reason for continuance explained

Annual Strategic Plan details to be included:

Activities outlined in the FEH Annual Strategy shall be considered authorized by OCPRD.

The FEH Annual Strategy shall:

1. Specify details of all proposed activities of the FEH for the upcoming year, as much as possible at the time of submission.

- a. List how each activity reflects the Interpretive Plan and/or Mission of the House and of the FEH
 - b. Additional activities may be proposed, during the year.
 - c. List the intent/goal of the activity (raise funds, raise awareness, etc.) and how the activity intends to reach the goal
 - d. Outline intended or currently available funding sources for activities listed
 - e. List a leader for activities as a whole or for each activity to be the main contact with the City.
2. Outline the requested City involvement for each activity, if applicable.
 3. Annual calendar listing proposed events, special activities, fundraisers etc.
 4. Appendix A is provided as a template to submit strategic information to the City for events to be conducted at the Ermatinger House.

Duration of this MOU

This partnership shall remain in effect for the date this MOU is signed and expiring June 30th, 2026. There will be a grace period of 90 days, until September 30th, 2026. OCPRD will host a retreat annually to take place sometime in October-November to prepare for each coming year.

Violations of the MOU

If the FEH or City fail to adhere to the partnership as understood in this document, the party, or parties:

1. Will be notified of their violation in writing.
2. Will be given 60 days to rectify the issue or develop a compromise, if applicable.

If violations continue by either party, the following actions may be taken:

1. Arbitration
2. Dissolution of the partnership:

Examples of potential violations:

1. The FEH hosts an event at the Ermatinger House that was not agreed upon between the FEH and the City.
2. OCPRD does not allow access to the facility at a previously agreed upon time without adequate notice.
3. OCPRD fails to provide sufficient notice of cancellation or fails to be available for monthly standing meetings.
4. The FEH disregarding #6 under the Public Relations section.
5. Violations of any of the recognitions standards listed in the MOU.

Dissolution of Partnership

This partnership shall end in the event:

1. The FEH loses its non-profit status.
2. Is voluntarily dissolved by its members.
3. Is involuntarily dissolved due to violation of state or federal laws.
4. Is no longer recognized due to either group failing to adhere to the partnership understandings agreed upon in this document.

Other Considerations

OCPRD and the FEH agree that the duties and volunteer services performed by the FEH under this partnership are non-compensated and solely for the purpose of assisting OCPRD/Ermatinger House.

Amendments to the MOU may be requested by either party if an amendment is needed during the timeframe of the approved MOU.

Members of the FEH cannot claim to officially represent the City of Oregon City or Department of Parks and Recreation.

Signature: _____
Friends of the Ermatinger House Chairman

Signature: _____
City of Oregon City Representative

Print: _____

Print: _____

Date: _____

Date: _____



March 19, 2024

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

The Friends of the Ermatinger House met with Melissa Sebastian and Holly Swogger on Friday, March 1st to do a final review of the proposed MOU. The FEH submitted their proposed MOU as well as the Annual report for 2023 and Strategic Plan for 2024 on January 31, 2024. Prior to March 1st, there was ample opportunity for the city to review the proposal from the FEH, and for an exchange of comments, questions, and suggestions of any changes. At the meeting on March 1st, we were able to complete the review and come to a final agreement.

We are in support of the MOU and are willing to sign this if approved by the City Commission.

As stated previously, we submitted the Annual Report and Strategic Plan to Oregon City Parks and Recreation Department. The report reviews 2023 and the plan outlines our goals and the events for 2024. We are excited to continue helping to increase attendance at the Ermatinger House with new events, programs, and more, through the work we are doing with the parks department.

The Friends look forward to continuing work with the OCPRD, to support the Ermatinger house through promotion, education and preservation of the story and structure of the historic Francis Ermatinger House.

Sincerely,

Cheryl Rice, Chairman

Friends of the Ermatinger House

The Friends of the Ermatinger House is a 501(c)3 recognized organization.

Tax ID number 31954.

Meeting Minutes of March 1, 2024

Attendees: Melissa Sebastian, Holly Swogger, Cheryl Rice, William Becker, Dave McCloskey, Gayle McCloskey, Ginnell Watts, Toby Cook

Meeting was called to order at 4:15pm by Melissa Sebastian.

MOU Review: We discussed the MOU answering several questions Cheryl had about it. Melissa made a few changes to the wording to address any concerns Cheryl had. We agreed that all events will be considered fundraising events and “City revenue” will go into Ermatinger donations. Melissa added guidelines about key pick-up and drop off. Melissa also changed the wording a bit under guidelines about the FEH developing an annual strategy and submitting it to the City for approval. We agreed that we want to be as clear as possible with the MOU but open enough for interpretation for future meetings. Melissa mentioned that we can easily amend the MOU if something needs to be changed. Melissa needs to submit the MOU by March 20th. Melissa requested a letter of support from the FEH so that the City knows that the FEH approves the MOU. Melissa would like the letter by March 19th. The City Commission will discuss the MOU during their March 20th meeting.

Grant Opportunity: Holly had attended an on-line workshop about the Oregon Heritage Grant. Holly passed out notes that she had taken during the workshop to give more information about the grant. We feel this will be a great opportunity to get funding for the new Hudson’s Bay Room/Store display. The grant will cover between \$1,000 - \$8,000. Usually between 12 to 20 projects get funded. The grant deadline is April 2nd. If awarded the grant, work can start on July 1st and must be completed by April 30th, 2025. We agree that the project should be filed under “Heritage Education & Interpretation” for field trips. Dave & Cheryl agreed to get a list of items that they would like to purchase for the store display, and how much each item will cost. Some of the items that were mentioned about possibly purchasing are antique desks, weight and measures, balance scale, ink wells, and other tools, and replicas of trade goods. They also plan to meet at the house this weekend to measure the room for the display and make a plan, and see if there is anything from the basement that can be saved for the store display. This display will go into what is now the HBC/sitting room. Melissa would like Holly to try to write a portion of the grant. Melissa knows someone with the City that recently took a grant writing course and may be able to help. Melissa said how she will need to get the finance department in the loop.

Past Events:

Oregon’s Birthday/Valentine’s Day, February 10th: This went well. Not quite as many people came this year than what we had last year, but those that did seemed to enjoy it. Soulflag’s Community Art Center came to the house again to lead in the making a couple of Valentine crafts. Karla was at the event as well to help assist them. Holly gave several tours. We counted 26 people in attendance, and brought in a total of \$60 in donations, which was split 50/50 between the FEH and City.

Lantern Tours, February 24th: Holly gave a total of 3 lantern tours. Dave helped by talking to the groups about the Hudson’s Bay Company. Cheryl helped with greeting people and checking them in. Holly, Cheryl & Dave dressed in period for them. Originally, we had 4 lantern tours scheduled. However, no tickets were selling for the last tour (9:00pm) so Holly had cancelled that one. Otherwise, the other 3 were either full or close to being full. We did have 3 people as walk-ins paying with cash. A total of 30 tickets were purchased, including the ones that paid with cash. We received good feedback on the tours. Everyone seemed to enjoy them. Although we didn’t sell out, we agreed that the attendance wasn’t bad considering Holly had led lantern tours not too long ago back in November. However, since it didn’t sell out and the last tour was cancelled, we thought these tours are good to just do once a year. We feel November is a better month to do them as it gets darker a lot earlier.

Upcoming Events:

Murder Mystery Event, March 9th and 10th: Dave mentioned that they plan to rewrite some notes, but otherwise everything will be the same as the murder mystery event they did in October. They have everything needed. We did noticed that a few more tickets had sold since the last time we looked making 3 of the sessions sold out and one session nearly sold out. Dave will need to get the key to house to get in and organize everything.

Update on Field Trips: Holly has been getting a lot of requests from schools wanting to schedule a field trip. So far we have two scheduled and confirmed. April 19th will be for 55 5th grade students from Ardenwald Elementary in Milwaukie. The other confirmed is a huge one on May 2nd for 85 4th grade students from Holcomb Elementary. The library has agreed to help with both of these by giving tours of the library and by providing the community room as a lunch space. Holly is still waiting to confirm another field trip for April 26th for Riverside Elementary in Oak Grove. That one will just be one class of 24 students, which will make it easier to keep in just two groups switching between the Stevens-Crawford House and Ermatinger House. There will be no need for a lunch space. Holly is also in contact with a school in Gladstone. This will be a large group containing 5 4th grade classes. Each class has 24 or less students. We are considering expanding this over a 3-day period, splitting up the classes into three days. This will make it easier to keep each day to no more than 2 groups, with no need for a third location. Dave has confirmed he will be there to help with all of them. With this many schools, we are getting close to reaching the 350-student limit that the grant CCHS received will cover. Once we reach this limit, any other partnered field trips will go up to \$10 per student. Melissa mentioned with so many schools interested in scheduling field trips this Spring, she will plan to contact the Pioneer Center in reserving the wagon room in the basement as a lunch space for every Friday in May and the first part of June.

Building Maintenance Update: Melissa gave a brief update. She mentioned that she has been in contact with the facilities manager to repaint the house. The City tried to reach out to the National Park Service to find someone that had experience on historic homes/structures, but has received no response. They have tried to reach out to other companies as well. Cheryl mentioned that contractors should be on a list that specialize in historic houses. Any work must go through the historic review board, with rebuilding the shutters to be the first thing. Dave and Cheryl mentioned how the rotted-out hole in the side porch really needs to be fixed. Dave feels that should be done before the field trips start; Holly agreed. Holly did say she has been in contact with Dale about that and will reach out to him again.

Misc:

Auction Items: This has been an ongoing discussion. Melissa mentioned that there's quite a process with finance that has to be done. Melissa met with Kendall, Tony, the new assistant manager, and Rocky to go over the list of items in the basement. Part of the list are items that Rocky may be concerned about, such as Ruth Powers' sofa. The auction items are on the agenda for the City Commission to discuss at their March 6th meeting.

Cast-Iron Cookoff: Gayle briefly gave an update about this event she still hopes to do in the future. She mentioned how the organization that has put on a similar event in Baker City has disbanded. So, she feels she will need to put this on from scratch. Thinking about instead of cast iron cooking, maybe campfire cooking instead. A friend of Dave and Gayle's is a fireman and reenactor from Sisters that they may try to bring in as a consultant.

TV Interview: Holly was interviewed yesterday by "Destination Oregon" which is part of Central Oregon Daily News. She was asked about the coin toss as well as the Ermatinger House being haunted. Both subjects the host/ interviewer seemed very interested in. The segment should air in mid-March.

Coin at house stolen: Holly mentioned how the 1835 coin that Rochelle had purchased for the house had recently been stolen. She noticed it missing while giving a tour of the day. She had recently given 2 other tours in which case the coin had been in the cabinet. When she gave the 3rd tour, she noticed it was missing. While finishing up the 2nd tour, a mother and young boy had come into the house for a self-guided tour. Holly is sure that during this time the coin

was taken. The cabinet the coin was in does not lock. Holly would like to get that fixed ASAP. Mike Jarrett had come to look to see if he would be able to create a lock. He thinks he will be able to do that.

Next Meeting: April 5th, 4:15pm at the Ermatinger House.

Meeting adjourned at 5:50pm

Submitted: Holly Swogger, Ermatinger House Recreation Programmer & Guide



CITY OF OREGON CITY

Staff Report

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

To: City Commission

Agenda Date: 04/03/2024

From: Public Works Director John M. Lewis, PE

SUBJECT:

Amendment No. 5, extending the existing Personal Services Agreement (PS 20-013) one (1) additional year for Landscape Maintenance Services with DeSantis Landscape Inc

STAFF RECOMMENDATION:

The Commission approves and authorizes the City Manager to execute Amendment No. 5 to Personal Services Agreement (PS 20-013) with DeSantis Landscaping Inc., extending this agreement for one (1) additional year for Landscape Maintenance Services for Public Works Street Division.

EXECUTIVE SUMMARY:

The City's existing landscape maintenance contract is reaching the end of the original contract terms. The original contract term ended on April 30, 2022, with the option to renew for three (3) additional, one (1) year terms. Amendment 5 will be the third, and final, one (1) year term extension following the end of the original contract term date.

This contract date extension will increase the contract amount by 3.45%, to account for the Consumer Price Index (CPI-U) adjustment. The contract amount shall not exceed \$85,008.46 for one (1) additional year and the total contract price shall not exceed \$380,835.58.

BACKGROUND:

The Public Works Street Division is responsible for a variety of ongoing landscape maintenance projects, including approximately 132 sites and 42 acres of right-of-way, street medians, facilities, water pump stations, and reservoirs. These maintenance projects can generally be categorized into five types of properties:

- Stormwater Division Properties
- Street Division Properties
- Urban Renewal Properties
- Water Division Properties
- Sanitary Division Properties

Historically, these landscaping needs were maintained utilizing outside contractors, community services crews, and in-house crews. Staff would like to utilize the renewal option of this Personal Services Agreement and extend the agreement one (1) additional year, to assist with the ongoing maintenance needs of the City.

An increase of 3.45% has been applied to the yearly contract amount (for the Consumer Price Index (CPI-U) adjustment) and shall not exceed \$85,008.46 for one (1) additional year. The total contract price shall not exceed \$380,835.58.

OPTIONS:

1. Approve Amendment 5 and authorize the City Manager to execute the Amendment.
2. Approve Amendment 5, and authorize the City Manager to execute the Amendment, with specific modifications.
3. Deny Amendment 5. If the Commission chooses to deny Amendment 5, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$85,008.46
 2023/2024 - \$14,168.08
 Fiscal Years(s): 2024/2025 - \$70,840.38
 Funding Source(s): Street Division Grounds Maintenance Fund 260-526-6126

CITY OF OREGON CITY
Amendment No. 5 to Personal Services Agreement

LANDSCAPE SERVICES – STREET DIVISION (PS 20-13)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **DESANTIS LANDSCAPE, INC.**, hereinafter called "PS Contractor," which was previously entered into on **May 1, 2020** ("Contract") for **LANDSCAPE SERVICES – STREET DIVISION** and

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

WITNESSETH:

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

No change to the scope of work.

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

Extend the contract for one (1) additional year.

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

For provision of revision of the fee schedule described above the contract price shall be increased by an amount not to exceed **eighty-five thousand, eight and 45/100 dollars (\$85,008.46)**. A 3.45% increase has been applied to the yearly contract amount to account for the Consumer Price Index (CPI-U) adjustment. The total amount of this amendment shall be in the amount not to exceed **three-hundred, eighty-thousand, eight-hundred, thirty-five and 58/100 dollars (\$380,835.58)**.

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

CITY OF OREGON CITY

DESANTIS LANDSCAPE, INC.

By: _____

By: _____

Name: John M. Lewis, P.E

Name: _____

Title: Public Works Director

Title: _____

DATED: _____, 20__

DATED: _____, 20__

By: _____

ORIGINAL CITY COMMISSION APPROVAL (IF
APPLICABLE):

Name: Anthony J. Konkol II

DATE: _____

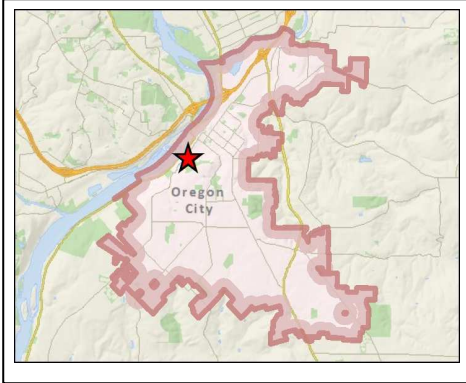
Title: City Manager

DATED: _____, 20__.

Street Division Site ID #: 15

Site Name: Public Works Operations Building & Parking Lots

Location Map



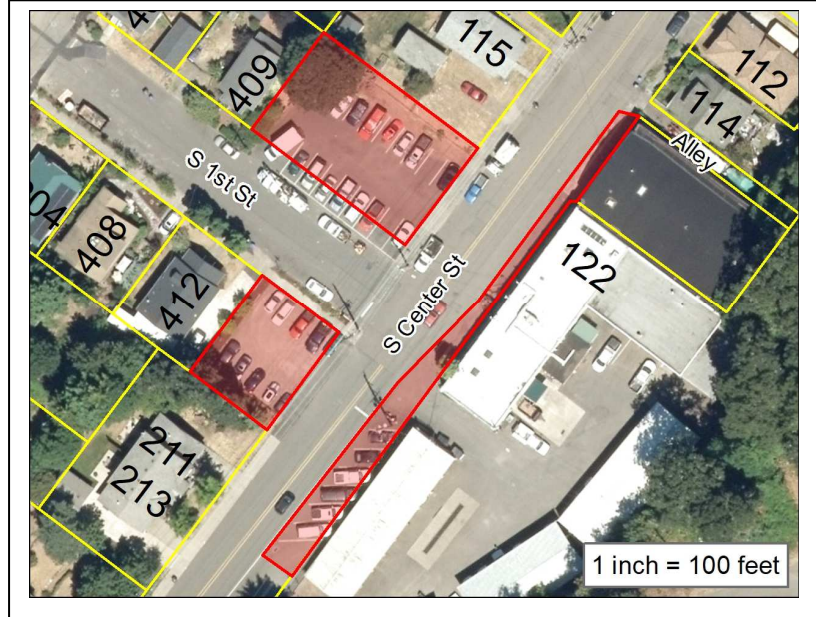
Site Information

Site Address: 122 S Center St.

Category: Building/Parking Lot

Site Area Sq Ft: 14403

Site Detail Map



City of Oregon City Site #78

ROW Landscape Maintenance Annual Calendar

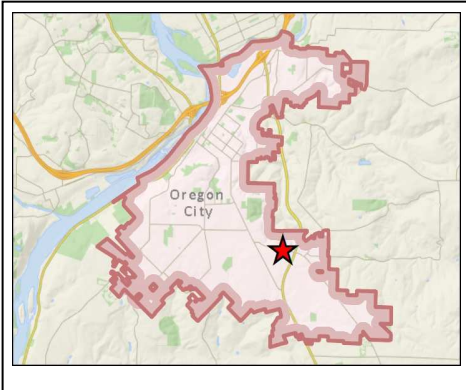
This is the minimum required site visits.

Job Task	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Weed Removal/Spot Spray	1	1	2	2	2	2	2	2	2	2	1	1
Fertilize Shurbs and Trees				1							1	
Leaf Removal	1									2	2	2
Debris and Trash Removal	1	2	2	2	2	2	2	2	2	2	2	2
Blow Sidewalks	1	2	2	2	2	2	2	2	2	2	2	2
Tree Pruning	As needed per species for proper growth and development											
Shrub Pruning					1							1
Mowing			1	2	3	3	2	1	1			
String trimming			1	2	2	2	1	1	1			
Irrigation			On	1	1	1	1	1	1	Off		

Street Division Site ID #: 72

Site Name: Beaver Creek Road & 213 (West)

Location Map



Site Detail Map



Site Information

Site Address: Beaver Creek From 213 To Molalla Ave.

Category: Street-scape

Site Area Sq Ft: 21186

City of Oregon City Site #72

ROW Landscape Maintenance Annual Calendar

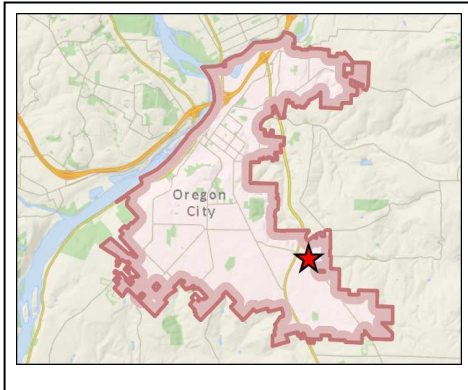
This is the minimum required site visits.

Job Task	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Weed Removal	1	1	2	2	2	2	2	2	2	2	1	1
Pre-Emergent Application		1	1						1			
Fertilize Shrubs and Trees				1							1	
Leaf Removal	1									2	2	2
Debris and Trash Removal	1	2	2	2	2	2	2	2	2	2	2	2
Blow Sidewalks	1	2	2	2	2	2	2	2	2	2	2	2
Barkdust	Barkdust will be applied by April 15th											
Tree Pruning	As needed per species for proper growth and development											
Shrub Pruning					1							1
Hard edging			1	1	1	1	1	1	1			
String trimming			1	1	1	1	1	1	1			
Fertilization			1							1		
Irrigation			On	1	1	1	1	1	1	Off		

Street Division Site ID #: 73

Site Name: Beaver Creek Road & 213 (East)

Location Map



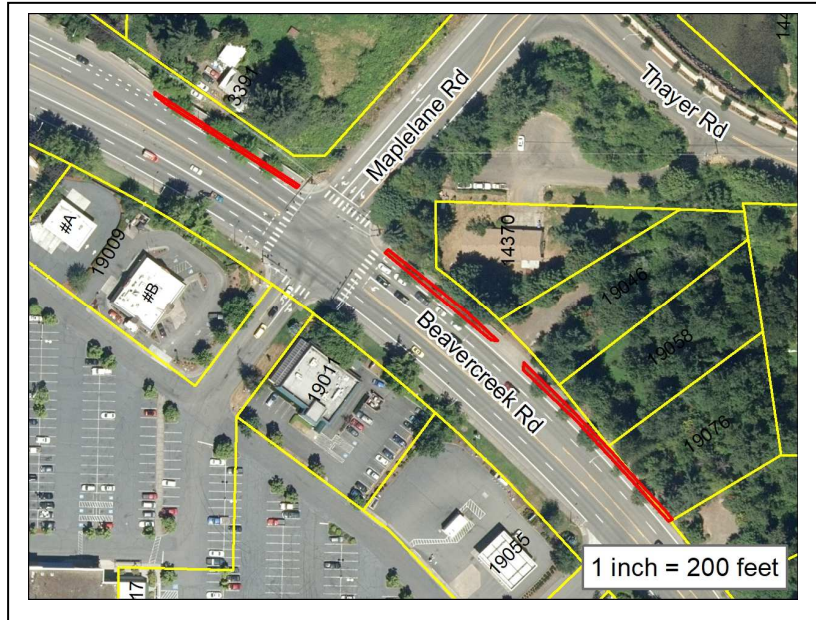
Site Information

Site Address: Beaver Creek From 213 To Maplelane Dr.

Category: Street-scape

Site Area Sq Ft: 2641

Site Detail Map



City of Oregon City Site #73

ROW Landscape Maintenance Annual Calendar

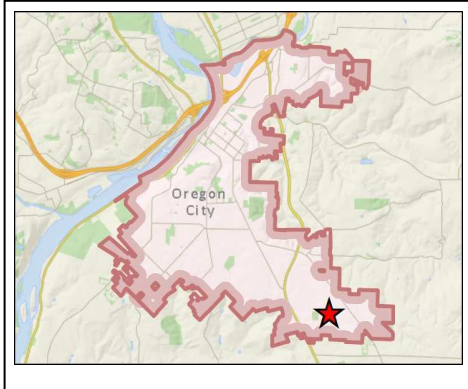
This is the minimum required site visits.

Job Task	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Weed Removal	1	1	2	2	2	2	2	2	2	2	1	1
Pre-Emergent Application		1	1						1			
Fertilize Shrubs and Trees				1							1	
Leaf Removal	1									2	2	2
Debris and Trash Removal	1	2	2	2	2	2	2	2	2	2	2	2
Blow Sidewalks	1	2	2	2	2	2	2	2	2	2	2	2
Barkdust	Barkdust will be applied by April 15th											
Tree Pruning	As needed per species for proper growth and development											
Shrub Pruning					1							1
Hard edging			1	1	1	1	1	1	1			
String trimming			1	1	1	1	1	1	1			
Fertilization			1							1		
Irrigation			On	1	1	1	1	1	1	Off		

Street Division Site ID #: 74

Site Name: Meyers Road Medians

Location Map



Site Information

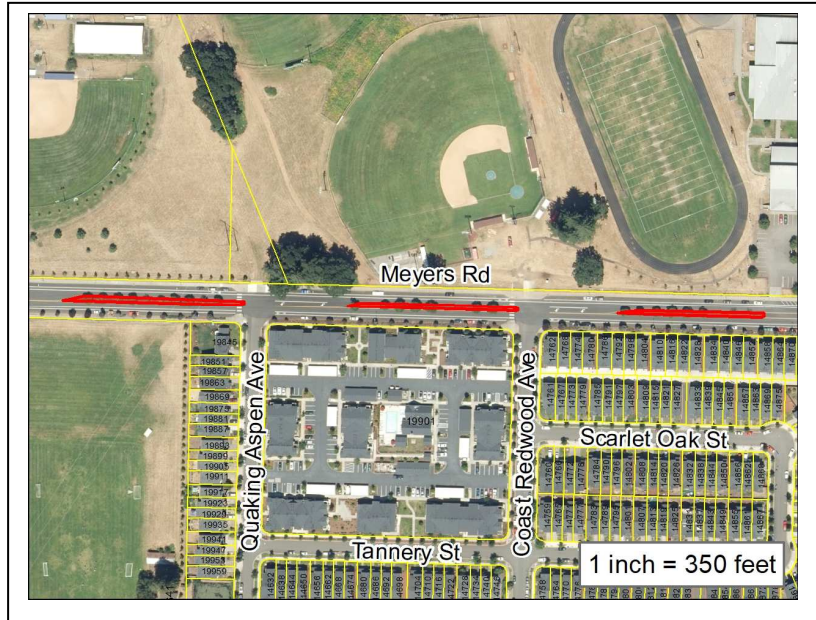
Site Address:

Meyers Rd. & Coast Redwood Ave.

Category: Street-scape

Site Area Sq Ft: 6927

Site Detail Map



City of Oregon City Site #74

ROW Landscape Maintenance Annual Calendar

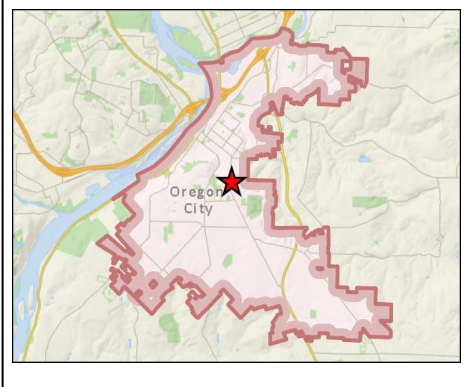
This is the minimum required site visits.

Job Task	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Weed Removal	1	1	2	2	2	2	2	2	2	2	1	1
Pre-Emergent Application		1							1			
Fertilize Shrubs and Trees				1							1	
Leaf Removal	1									2	2	2
Debris and Trash Removal	1	2	2	2	2	2	2	2	2	2	2	2
Barkdust	Barkdust will be applied by April 15th											
Tree Pruning	As needed per species for proper growth and development											
Shrub Pruning					1							1
Irrigation			On	1	1	1	1	1	1	Off		

Street Division Site ID #: 76

Site Name: Molalla Avenue Medians

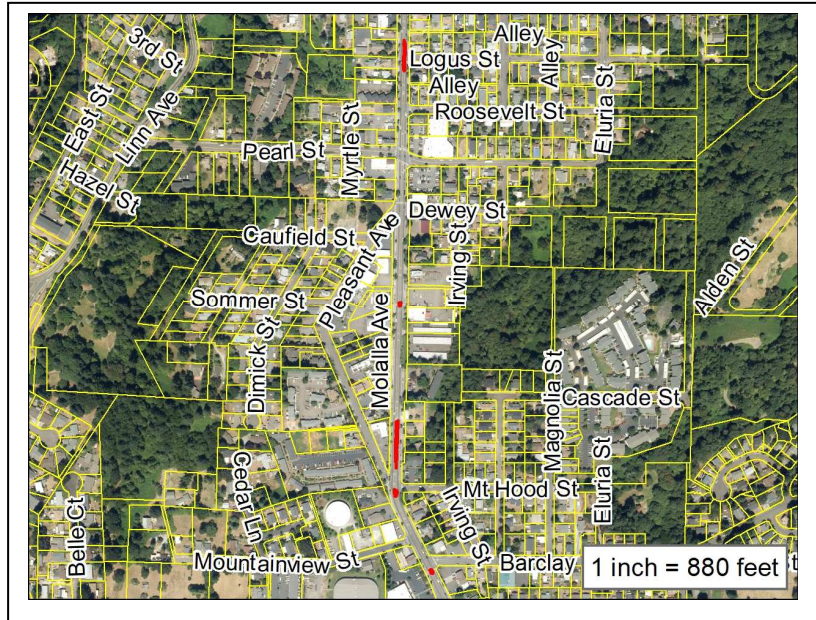
Location Map



Site Information

Site Address: 6 Medians From
Division St. To Garden Meadow Dr.
Category: Street-scape
Site Area Sq Ft: 2992

Site Detail Map



City of Oregon City Site #76

ROW Landscape Maintenance Annual Calendar

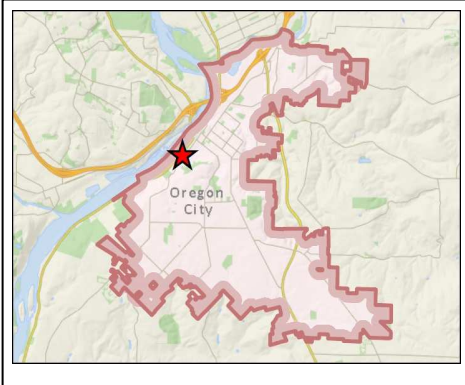
This is the minimum required site visits.

Job Task	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Weed Removal	1	1	2	2	2	2	2	2	2	2	1	1
Pre-Emergent Application		1							1			
Fertilize Shrubs and Trees				1							1	
Leaf Removal	1									2	2	2
Debris and Trash Removal	1	2	2	2	2	2	2	2	2	2	2	2
Barkdust	Barkdust will be applied by April 15th											
Tree Pruning	As needed per species for proper growth and development											
Shrub Pruning					1							1
Irrigation			On	1	1	1	1	1	1	Off		

Street Division Site ID #: 79

Site Name: Tumwater Open Space

Location Map



Site Information

Site Address: Next To 104 Tumwater

Category: Open Space/Natural Area

Site Area Sq Ft: 6038

Site Detail Map



City of Oregon City Site #79

ROW Landscape Maintenance Annual Calendar

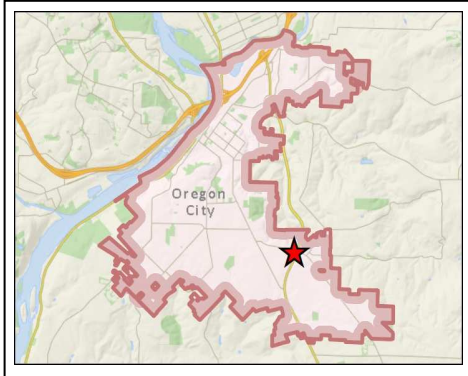
This is the minimum required site visits.

Job Task	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Weed Removal	1	1	2	2	2	2	2	2	2	2	1	1
Pre-Emergent Application		1							1			
Fertilize Shurbs and Trees				1							1	
Leaf Removal	1									2	2	2
Debris and Trash Removal	1	2	2	2	2	2	2	2	2	2	2	2
Barkdust	Barkdust will be applied by April 15th											
Tree Pruning	As needed per species for proper growth and development											
Shrub Pruning					1							1
Mowing			1	2	3	3	2	1	1			
String trimming			1	2	2	2	1	1	1			
Broadleaf Spray					1					1		

Street Division Site ID #: 104

Site Name: Beaver Creek Road & 213 (Southwest)

Location Map



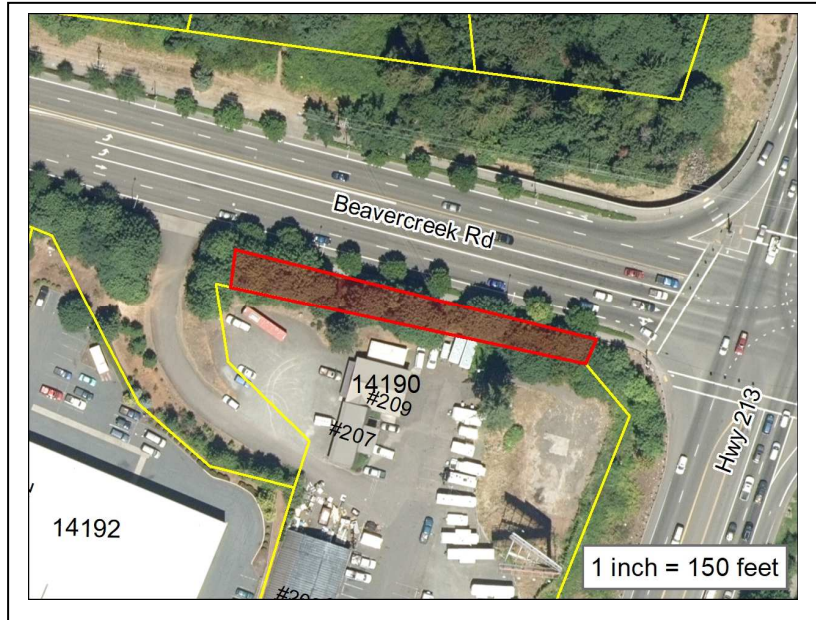
Site Information

Site Address: Beaver Creek From 213 to driveway.

Category: Street-scape

Site Area Sq Ft: 7939

Site Detail Map



City of Oregon City Site #104

ROW Landscape Maintenance Annual Calendar

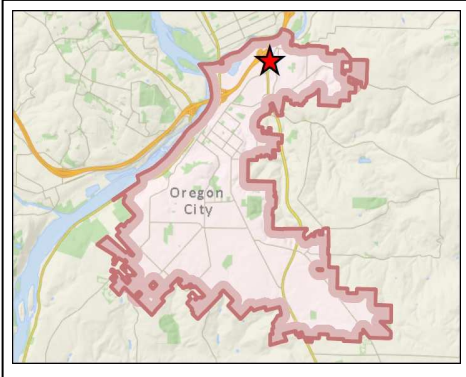
This is the minimum required site visits.

Job Task	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Weed Removal/spot spray	1	1	1	1	1	1	1	1	1	1	1	1
Pre-Emergent Application		1							1			
Leaf Removal	1									2	2	2
Debris and Trash Removal	1	2	2	2	2	2	2	2	2	2	2	2
Tree Pruning	As needed per species for proper growth and development											
Shrub Pruning	As needed per species for proper growth and development											
Irrigation			On	1	1	1	1	1	1	Off		

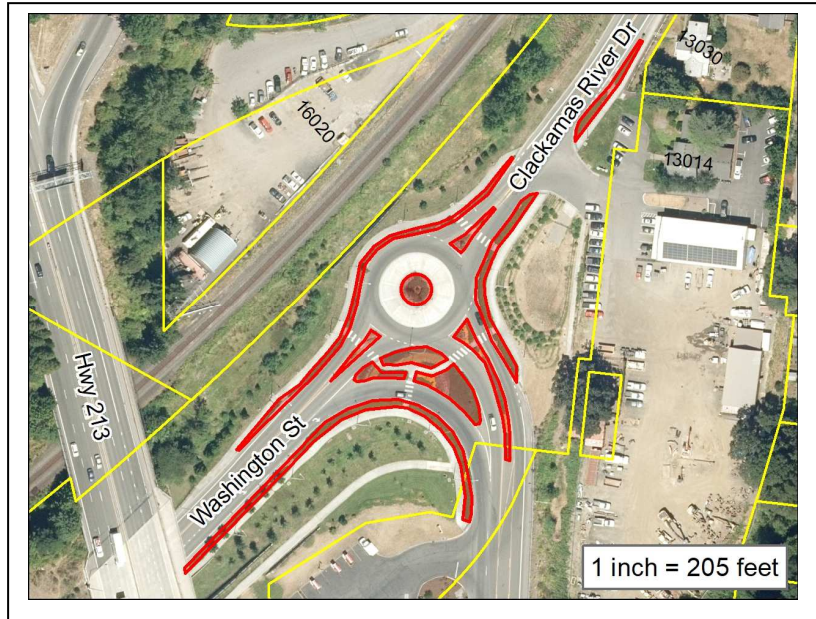
Street Division Site ID #: 110

Site Name: Redland Road Crossing Roundabout

Location Map



Site Detail Map



Site Information

Site Address: Next to 13001

Clackamas River Dr.

Category: Streetscape

Site Area Sq Ft: 15544

City of Oregon City Site #110

ROW Landscape Maintenance Annual Calendar

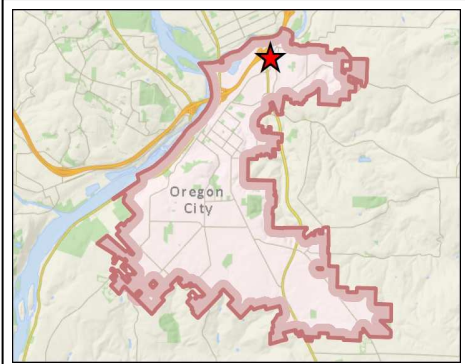
This is the minimum required site visits.

Job Task	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Weed Removal	1	1	2	2	2	2	2	2	2	2	1	1
Pre-Emergent Application		1							1			
Fertilize Shurbs and Trees				1							1	
Leaf Removal	1									2	2	2
Debris and Trash Removal	1	2	2	2	2	2	2	2	2	2	2	2
Blow Sidewalks	1	2	2	2	2	2	2	2	2	2	2	2
Barkdust	Barkdust will be applied by April 15th											
Tree Pruning	As needed per species for proper growth and development											
Shrub Pruning					1							1
Mowing			1	2	3	3	2	1	1			
Hard edging			1	2	2	2	1	1	1			
String trimming			1	2	2	2	1	1	1			
Grass Fertilization			1							1		
Broadleaf Spray (Grass areas)			1			1				1		
Blow Sidewalks	Each visit when mowing or edging occur											
Irrigation			On	1	1	1	1	1	1	Off		

Street Division Site ID #: 112-3225

Site Name: Redland Road Crossing Washington St. West Slope

Location Map



Site Information

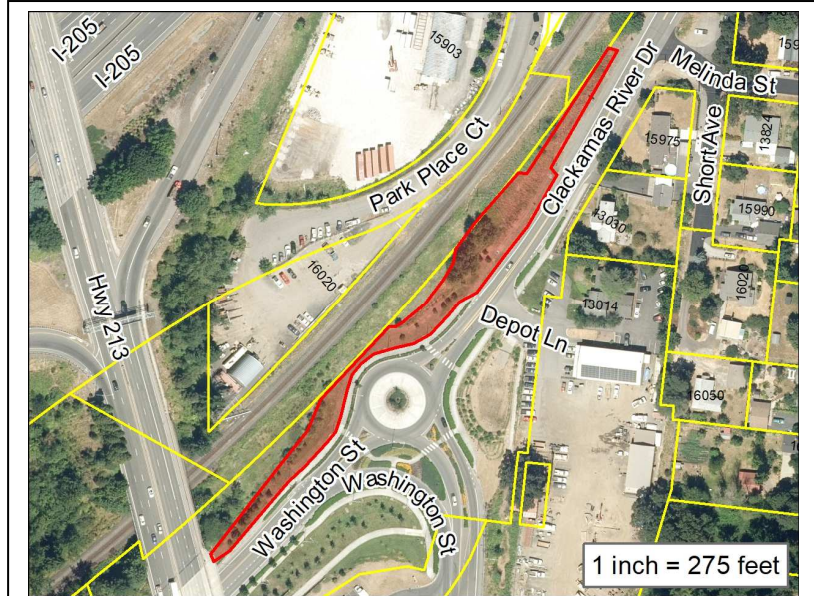
Site Address: Next to 13001

Clackamas River Dr.

Category: Water Quality / Storage

Site Area Sq Ft: 31878

Site Detail Map



City of Oregon City Site #112

ROW Landscape Maintenance Annual Calendar

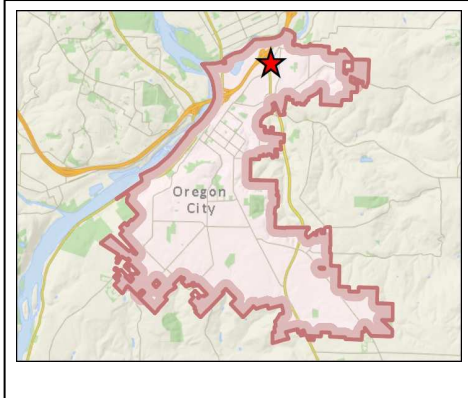
This is the minimum required site visits.

Job Task	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Weed Removal	1	1	2	2	2	2	2	2	2	2	1	1
Fertilize Shurbs and Trees				1							1	
Leaf Removal	1											
Debris and Trash Removal	1	2	2	2	2	2	2	2	2	2	2	2
Blow Sidewalks	1	2	2	2	2	2	2	2	2	2	2	2
Tree Pruning	As needed per species for proper growth and development											
Mowing			1	2	3	3	2	1	1			
Hard edging			1	2	2	2	1	1	1			
String trimming			1	2	2	2	1	1	1			
Fertilization			1							1		
Broadleaf Spray (Grass Areas)			1			1				1		
Blow Sidewalks	Each visit when mowing or edging occur											
Irrigation			On	1	1	1	1	1	1	Off		

Street Division Site ID #: 113

Site Name: "SS" Line Frontage

Location Map



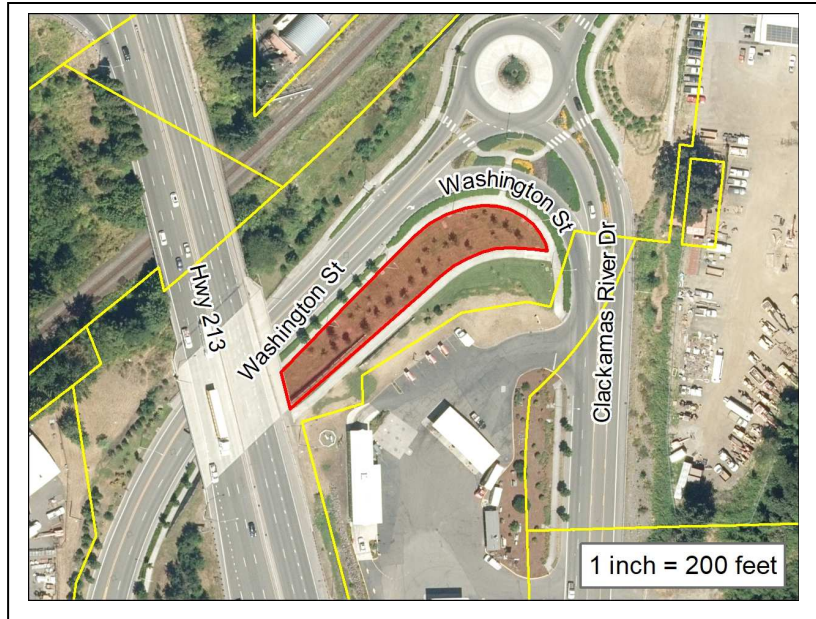
Site Information

Site Address: Next to 13001
Clackamas River Dr.

Category: General Landscape

Site Area Sq Ft: 15446

Site Detail Map



City of Oregon City Site #113

ROW Landscape Maintenance Annual Calendar

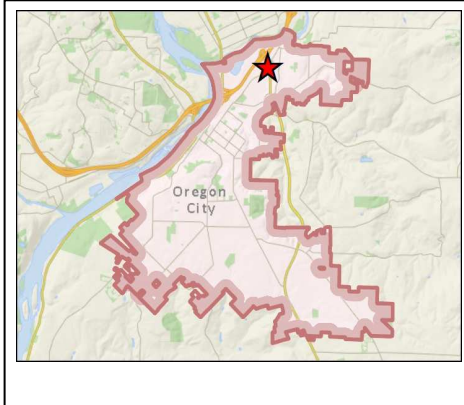
This is the minimum required site visits.

Job Task	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Weed Removal	1	1	2	2	2	2	2	2	2	2	1	1
Fertilize Shurbs and Trees				1							1	
Leaf Removal	1									2	2	2
Debris and Trash Removal	1	2	2	2	2	2	2	2	2	2	2	2
Blow Sidewalks	1	2	2	2	2	2	2	2	2	2	2	2
Tree Pruning	As needed per species for proper growth and development											
Shrub Pruning					1							1
Mowing			1	2	3	3	2	1	1			
Hard edging			1	2	2	2	1	1	1			
String trimming			1	2	2	2	1	1	1			
Fertilization (Grass areas)			1							1		
Broadleaf Spray (Grass areas)			1			1				1		
Blow Sidewalks	Each visit when mowing or edging occur											
Irrigation			On	1	1	1	1	1	1	Off		

Street Division Site ID #: 114

Site Name: Redland Road Crossing Gateway Native

Location Map



Site Information

Site Address: Next to 2001

Washington St

Category: General Landscape

Site Area Sq Ft: 15796

Site Detail Map



City of Oregon City Site #114

ROW Landscape Maintenance Annual Calendar

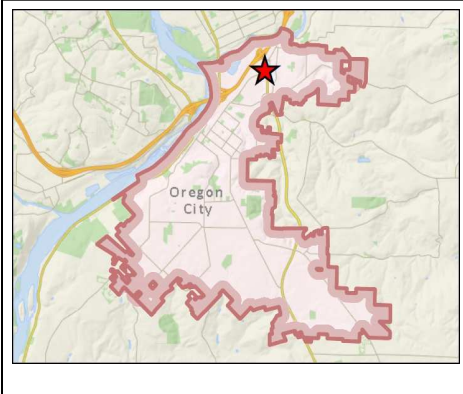
This is the minimum required site visits.

Job Task	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Weed Removal	1	1	2	2	2	2	2	2	2	2	1	1
Fertilize Shurbs and Trees				1							1	
Leaf Removal	1									2	2	2
Debris and Trash Removal	1	2	2	2	2	2	2	2	2	2	2	2
Blow Sidewalks	1	2	2	2	2	2	2	2	2	2	2	2
Tree Pruning	As needed per species for proper growth and development											
Shrub Pruning					1							1
Mowing			1	2	3	3	2	1	1			
Hard edging			1	2	2	2	1	1	1			
String trimming			1	2	2	2	1	1	1			
Fertilization (Grass areas)			1							1		
Broadleaf Spray (Grass areas)			1			1				1		
Blow Sidewalks	Each visit when mowing or edging occur											
Irrigation			On	1	1	1	1	1	1	Off		

Street Division Site ID #: 115

Site Name: Redland Road Crossing Gateway Sign

Location Map



Site Detail Map



Site Information

Site Address: Next to 2001

Washington St

Category: Streetscape

Site Area Sq Ft: 43550

City of Oregon City Site #115

ROW Landscape Maintenance Annual Calendar

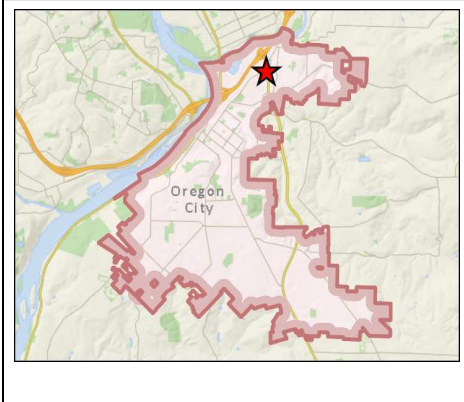
This is the minimum required site visits.

Job Task	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Weed Removal	1	1	2	2	2	2	2	2	2	2	1	1
Pre-Emergent Application		1							1			
Fertilize Shrubs and Trees				1							1	
Leaf Removal	1									2	2	2
Debris and Trash Removal	1	2	2	2	2	2	2	2	2	2	2	2
Blow Sidewalks	1	2	2	2	2	2	2	2	2	2	2	2
Barkdust	Barkdust will be applied by April 15th											
Tree Pruning	As needed per species for proper growth and development											
Shrub Pruning					1							1
Mowing			1	2	3	3	2	1	1			
Hard edging			1	2	2	2	1	1	1			
String trimming			1	2	2	2	1	1	1			
Fertilization (Grass Areas)			1							1		
Broadleaf Spray (Grass Areas)					1					1		
Irrigation			On	1	1	1	1	1	1	Off		

Street Division Site ID #: 116

Site Name: Redland Road Crossing Gateway South

Location Map



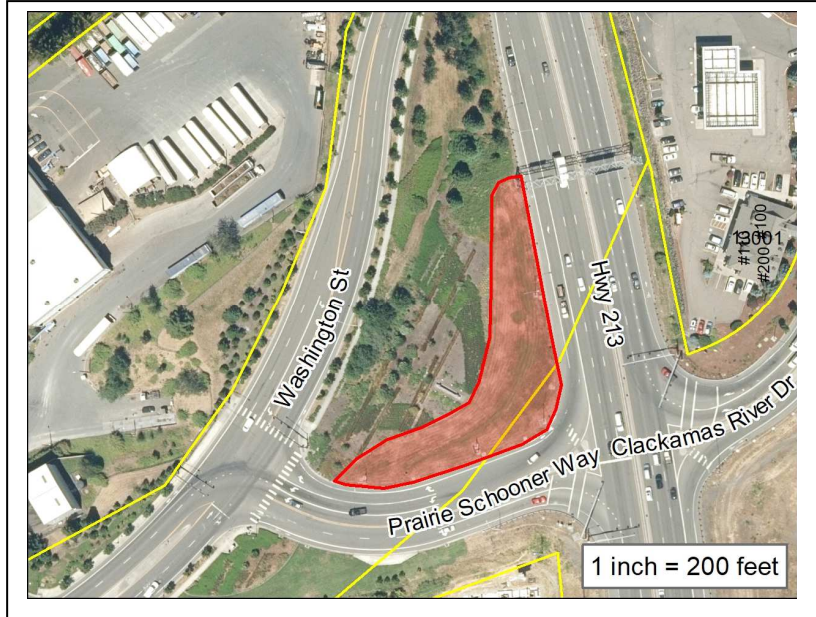
Site Information

Site Address: Next to 2001 Washington St

Category: General Landscape

Site Area Sq Ft: 25758

Site Detail Map



City of Oregon City Site #116

ROW Landscape Maintenance Annual Calendar

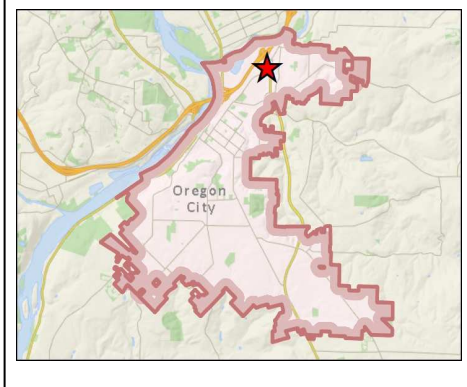
This is the minimum required site visits.

Job Task	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Debris and Trash Removal	1	2	2	2	2	2	2	2	2	2	2	2
Mowing			1	2	3	3	2	1	1			
String trimming			1	2	2	2	1	1	1			
Fertilization (Grass areas)			1							1		
Broadleaf Spray (Grass areas)			1			1				1		
Irrigation			On	1	1	1	1	1	1	Off		

Street Division Site ID #: 117-3223

Site Name: Washington St. Green Street Swales

Location Map



Site Information

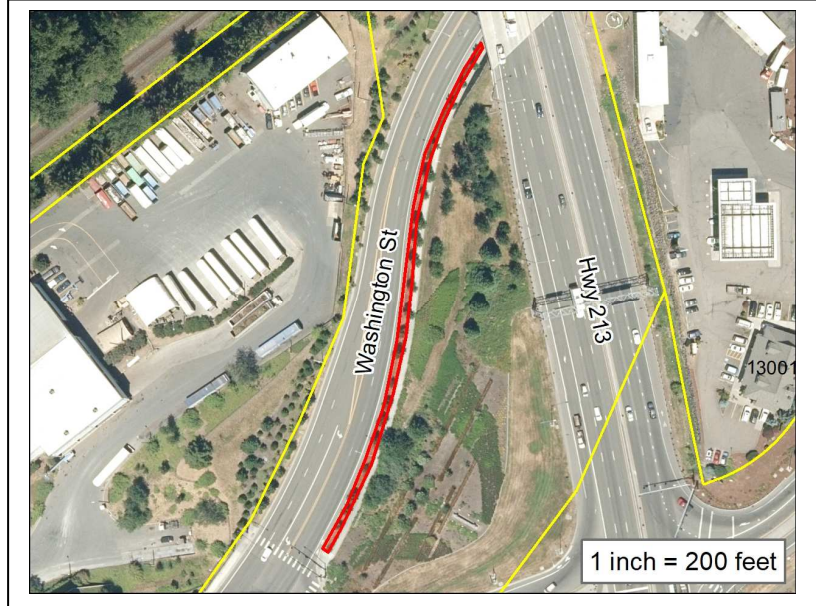
Site Address: Next to 2001

Washington Street

Category: Streetscape

Site Area Sq Ft: 4088

Site Detail Map



City of Oregon City Site #117

ROW Landscape Maintenance Annual Calendar

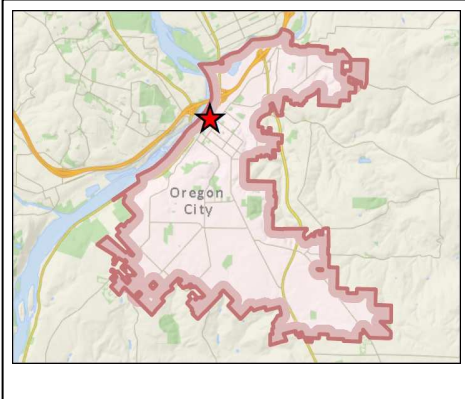
This is the minimum required site visits.

Job Task	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Weed Removal	1	1	2	2	2	2	2	2	2	2	1	1
Fertilize Shurbs and Trees				1							1	
Leaf Removal	1									2	2	2
Debris and Trash Removal	1	2	2	2	2	2	2	2	2	2	2	2
Blow Sidewalks	1	2	2	2	2	2	2	2	2	2	2	2
Tree Pruning	As needed per species for proper growth and development											
Shrub Pruning					1							1
String trimming			1	2	2	2	1	1	1			
Irrigation			On	1	1	1	1	1	1	Off		

Street Division Site ID #: 120

Site Name: McLoughlin Blvd/11th Street

Location Map



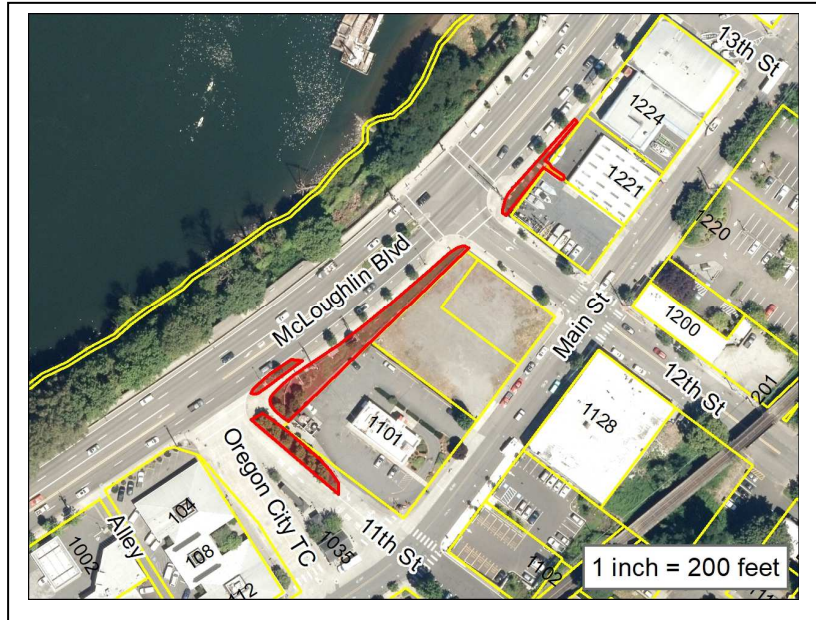
Site Information

Site Address: McLoughlin Blvd from 11th to 12th Street

Category: Street-scape

Site Area Sq Ft: 8913

Site Detail Map



City of Oregon City Site #120

ROW Landscape Maintenance Annual Calendar

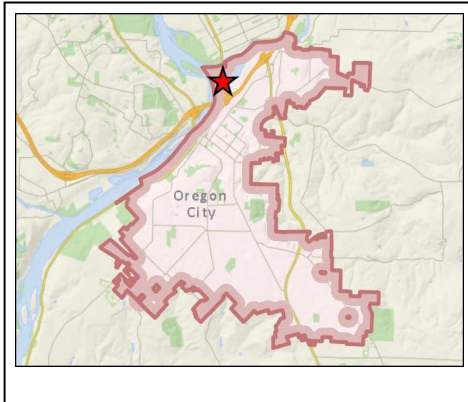
This is the minimum required site visits.

Job Task	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Weed Removal	1	1	2	2	2	2	2	2	2	2	1	1
Pre-Emergent Application		1							1			
Fertilize Shrubs and Trees				1							1	
Leaf Removal	1									2	2	2
Debris and Trash Removal	1	2	2	2	2	2	2	2	2	2	2	2
Blow Sidewalks	1	2	2	2	2	2	2	2	2	2	2	2
Barkdust	Barkdust will be applied by April 15th											
Tree Pruning	As needed per species for proper growth and development											
Shrub Pruning					1							1
Hard edging			1	2	2	2	1	1	1			
String trimming			1	2	2	2	1	1	1			
Irrigation			On	1	1	1	1	1	1	Off		

Street Division Site ID #: 128

Site Name: McLoughlin Gateway Area

Location Map



Site Information

Category: Street Division Property

Special Features: Ground Cover
and Road side mow areas

Site Area Sq Ft: 100351

Site Detail Map



City of Oregon City Site #128

ROW Landscape Maintenance Annual Calendar

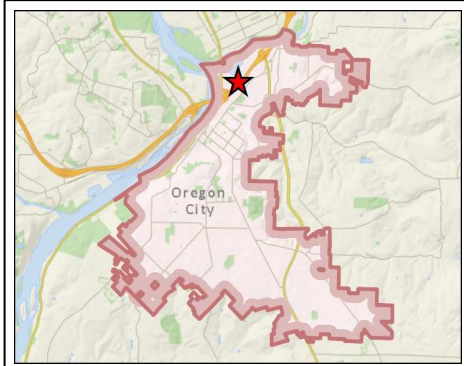
This is the minimum required site visits.

Job Task	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Weed Removal	1	1	2	2	2	2	2	2	2	2	1	1
Pre-Emergent Application		1							1			
Fertilize Shurbs and Trees				1							1	
Leaf Removal	1									2	2	2
Debris and Trash Removal	1	2	2	2	2	2	2	2	2	2	2	2
Blow Sidewalks	1	2	2	2	2	2	2	2	2	2	2	2
Barkdust	Barkdust will be applied by April 15th											
Tree Pruning	As needed per species for proper growth and development											
Shrub Pruning					1							1
Hard edging			1	2	2	2	1	1	1			
String trimming			1	2	2	2	1	1	1			
Irrigation			On	1	1	1	1	1	1	Off		

Street Division Site ID #: 147

Site Name: Main St Roundabout

Location Map



Site Information

Site Address: Main St Roundabout
from Fence to End of Sidewalk

Category: Street-scape/Mowing

Site Area Sq Ft: 24595

Site Detail Map



City of Oregon City Site #147

ROW Landscape Maintenance Annual Calendar

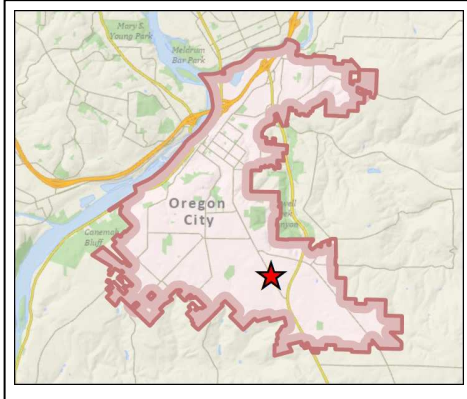
This is the minimum required site visits.

Job Task	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Weed Removal	1	1	2	2	2	2	2	2	2	2	1	1
Pre-Emergent Application		1							1			
Fertilize Shurbs and Trees				1							1	
Leaf Removal	1									2	2	2
Debris and Trash Removal	1	2	2	2	2	2	2	2	2	2	2	2
Blow Sidewalks	1	2	2	2	2	2	2	2	2	2	2	2
Barkdust	Barkdust will be applied by April 15th											
Tree Pruning	As needed per species for proper growth and development											
Shrub Pruning					1							1
Mowing			1	2	3	3	2	1	1			
Hard edging			1	2	2	2	1	1	1			
String trimming			1	2	2	2	1	1	1			
Fertilization			1							1		
Broadleaf Spray			1			1				1		
Irrigation			On	1	1	1	1	1	1	Off		

Street Division Site ID #: 166

Site Name: Molalla Ave Phase 3

Location Map



Site Information

Site Address: Molalla Ave Streetscape from Beavercreek to Hwy 213

Category: Street-scape/Mowing

Site Area Sq Ft: 8740

Site Detail Map



City of Oregon City Site #166

ROW Landscape Maintenance Annual Calendar

This is the minimum required site visits.

Job Task	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Weed Removal	1	1	2	2	2	2	2	2	2	2	1	1
Pre-Emergent Application		1							1			
Fertilize Shurbs and Trees				1							1	
Leaf Removal	1									2	2	2
Debris and Trash Removal	1	2	2	2	2	2	2	2	2	2	2	2
Blow Sidewalks	1	2	2	2	2	2	2	2	2	2	2	2
Barkdust	Barkdust will be applied by April 15th											
Tree Pruning	As needed per species for proper growth and development											
Shrub Pruning					1							1
Mowing			1	2	3	3	2	1	1			
Hard edging			1	2	2	2	1	1	1			
String trimming			1	2	2	2	1	1	1			
Fertilization			1							1		
Broadleaf Spray			1			1				1		
Irrigation			On	1	1	1	1	1	1	Off		



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Human Resources Director Patrick Foiles

Agenda Date: 04/03/2024

SUBJECT:

Personal Services Agreement with Triangle Advising Group, LLC – Lamont Browne for consultant services and the delivery of diversity, equity, and inclusion initiatives

STAFF RECOMMENDATION:

Staff recommends the Commission authorize the City Manager to execute a Personal Services Agreement with Triangle Advising Group, LLC in the amount of \$150,000.

EXECUTIVE SUMMARY:

The City is seeking approval to enter into an agreement with Triangle Advising Group to support, coordinate and deliver a comprehensive set of projects and initiatives supporting the City's diversity equity and inclusion (DEI) goals.

The scope of work (Exhibit A) includes: Design and implement an ongoing DEI Training Plan to enhance the skills, knowledge, and awareness of all City employees; solicit feedback from City employees on progress, success, and development opportunities; review and improve the recruitment and selection process; establish an internal DEI work group to support the design and implementation of the organization's work; re-establish a DEI Community Task Force that provides perspective on the resident experience and action plan process.

BACKGROUND:

During the 2021-2023 biennium, the City Commission established **Goal 1: Promote diversity, equity, and inclusion for a safe, inclusive community and organization.** The goal introduced a series of initiatives, projects, and accomplishments related to advancing diversity, equity, and inclusion in Oregon City. One of the key initiatives was to develop and adopt a DEI Framework that would guide the City's work around diversity, equity, and inclusion. The process involved input from the DEI Community Task Force, a community survey, city staff, and the city's consultant MGT Consulting.

In May 2023, the Commission adopted Resolution No. 23-10 and Oregon City DEI Framework and commitment.

Our DEI Commitment

In Oregon City, we strive to be a place where all persons, regardless of race, ethnicity, sexual orientation, gender identity, age, religion, or ability feel safe, respected, and valued. We will work to ensure that all staff feel a sense of belonging and all city services and programs are equally available and accessible to everyone. We are committed to sustained improvement by doing the work necessary to achieve this goal.

DEI Framework – Strategic Priorities:

- Foster and sustain a feeling of belonging and inclusion for all Oregon City staff members.
- Strengthen approach to talent recruitment, selection, development, and retention.
- Demonstrate individual and organization-wide commitment to DEI through communication, training, and accountability at all levels.
- Weave a culture of diversity, equity, and inclusion into the fabric of all external-facing work of Oregon City.

Each Strategic Priority included 4 or 5 initiatives or projects for the City to work on that will support those four strategic priorities.

Again, this biennium, the Commission extended its commitment to diversity, equity, and inclusion during the 2023-2025 Goal setting retreat and process.

2023-2025 Commission Goal 1 - Create a collaborative environment to promote diversity, equity and inclusion resulting in a safe, inclusive community and organization.

During those discussions, the Commission and staff discussed using the framework and set of initiatives to continue our journey by focusing the next set of projects. Staff heard the Commission was interested in a few of the identified initiatives:

- Re-establish the Community Task Force that can be an ongoing voice of the community and an advisor to the City.
- We also heard the importance of establishing a group of staff members devoted to advancing diversity, equity and inclusion within the organization and empowering them to help drive the work throughout the organization.
- Investment in employee Education and Training designed to build a foundation of knowledge and awareness for more impactful and self-sustained DEI work.

- Improve and review selection process to ensure equitable opportunity. Use innovative and consistent strategies to strengthen the employee recruitment process.

The City invited proposals and responses to an RFQ (Request for Qualifications) posted December 2023. The City received twenty-eight (28) proposals from different agencies throughout the country. The City convened a review team including representatives from City staff and the City Commission. After initial review and scoring of written proposals, the City identified three finalist consultants. The review team conducted interviews with each finalist and discussed the proposed approaches, qualifications, and experience of each prospective vendor. At the conclusion of the process, the review team recommended Triangle Advising Group to support the City through this work.

The City intends to award the contract to Triangle Advising Group with the attached scope of work (Exhibit A) which outlines, in more detail, the services and deliverables that will be provided to implement the Commission's strategies over the next fifteen (15) months.

OPTIONS:

1. Authorize the City Manager to execute the Personal Services Agreement, as presented.
2. Request changes to the Personal Services Agreement and direct the City Manager to negotiate such changes.
3. Deny authorization, choose not to pursue a Personal Services Agreement with Triangle and provide the City Manager with alternate direction.

BUDGET IMPACT:

Amount: \$150,000

FY(s): FY 2023 - 2025

Funding Source(s): General Fund

CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

DEI INITIATIVES

This PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and **TRIANGLE ADVISING GROUP, 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 **June 30, 2025**, 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 a total compensation, including reimbursement for expenses incurred, for the Original Scope plus Community Engagement as identified in Exhibit A for an amount not to exceed **One hundred fifty thousand and 00/100 dollars (\$150,000.00)**.

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

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

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

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

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

To the City:

City of Oregon City
625 Center Street
Oregon City, OR 97045
Attention: Patrick Foiles

To Consultant:

Triangle Advising Group, LLC
5965 Beeler St
Denver CO 80238
Attention: Lamont W. Browne

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 _____, 2024.

CITY OF OREGON CITY

Triangle Advising Group, LLC

By: _____

Patrick Foiles

Title: Human Resources Director

DATED: _____, 2024.

By: _____

Name: _____

Title: _____

By: _____

Anthony J. Konkol, III

Title: City Manager

DATED: _____, 2024.

DATED: _____, 2024.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

City Attorney

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



OREGON CITY

Scope of Work
Submitted to Patrick Foiles, HR Director

Submitted by:

Dr. Lamont W. Browne
Chief Leadership Officer



TRIANGLE ADVISING GROUP
EXCELLENCE FOR ALL

Part III: Scope of Work

Task A: Project Management	
A.1: Leadership Engagement	
Summary of Focus	Deliverables
Triangle Advising will meet bi-weekly with the City's project lead to discuss strategy, provide updates, and ensure project success. We will also be available for non-scheduled calls and communication as needed. The purpose of these meetings are to ensure the project stays on course, to identify key action steps, and participants, and to keep the Oregon City leadership team fully informed of each step of the project as needed. This includes preparing and delivering presentations to the City Manager and the City's leadership team as well as to City Commission as needed, either in-person or remotely.	• Meeting agenda • Meeting notes and documentation of action steps, due dates, and owners • Leadership team and City Commission presentation materials
A.2: Marketing and Communication	
Summary of Focus	Deliverables
We believe that strong, concise, comprehensive, and consistent messaging is important for the health of an organization. This is especially true for sensitive initiatives such as DEI projects where effective change management processes can foster full buy-in of the staff and community and ultimately the success of the project. We will work to ensure that all communication is aligned with DEI best practices and Oregon City's mission and approach. When beneficial or necessary, we will work with the City's communications team on all materials and actions inherent in a comprehensive marketing and communications plan in a manner that is receptive to the needs of the community and adequately informs stakeholders about the project and our desire for their participation and authentic engagement.	• Marketing and external communications plan • Guidance on internal and external DEI branding materials • Other items as needed such as: Email templates, employee messaging, website and social media content, etc.

Task B: Community DEI Task Force	
B.1: Community Engagement	
Summary of Focus	Deliverables
The Triangle Advising Group will establish a process for informing the Oregon City community (residents, students, business owners, workers and other key stakeholders) of the DEI Implementation Project. We will create an informative and interactive presentation that will be used to educate the community about the past, current, and upcoming DEI-related work that City is undertaking. This presentation will be broadly disseminated to the public through the City's website, listservs, social media outlets, news outlets, and via other avenues such as local schools, community-based organizations, and other public interest groups to promote broad awareness, understanding, buy-in, and engagement.	• Community Outreach Plan • Interactive PowerPoint presentation • Materials and other collateral designed to inform the community of new initiatives
B.2: DEI Task Force Development	
Summary of Focus	Deliverables
Triangle Advising will create and facilitate a survey that includes a nomination process as well as an application process to establish a Community DEI Taskforce. We will ensure that the task force is representative of the broader Oregon City community without minimizing the input of the City's minority groups with respect to diverse personal identification markers including but not limited to age, race, gender, employment status, marriage status, geographic location, economic status, and political affiliation. Once established, the task force will provide input on their meeting schedule, location, engagement approach, and other key aspects of their participation as a means of uplifting their voice, honoring their perspective, and promoting maximum and authentic engagement.	• Nomination survey • Participant application materials • Final list of Community DEI Task Force members • Meeting schedule and agenda template

B.3: Taskforce Facilitation	
Summary of Focus	Deliverables
Triangle Advising will schedule, design, and facilitate 9 bi-monthly in-person meetings with the Community DEI Task Force. The focus of the Community DEI Task Force will be three-fold: 1) Provide a safe space for participants to provide insight and input 2) Collaborate on key decisions regarding implementation of the City's DEI Action Plan 3) Collaborate with Oregon City leadership and internal DEI committee to ensure timely and effective implementation of the DEI Action Plan	• Statement of mission and objectives • Community DEI Task Force meeting agenda and notes • Meeting documents including agendas, presentations, and related materials • Summary document of discussion topics, key decisions, next steps, and owners.

Task C: Internal DEI Committee	
C.1: DEI Committee Development	
Summary of Focus	Deliverables
Upon sharing the aforementioned Community Engagement presentation with the Oregon City staff, we will create and facilitate a nomination and application process for all staff members to have an opportunity to be selected to serve on the Internal DEI Committee. The DEI Committee will be representative of all City departments and designed to maximize the presence, voice, and perspective of staff members from historically marginalized backgrounds.	• Staff nomination survey • Participant application materials • Final list of DEI Committee members • Meeting schedule and agenda template

C.2: DEI Committee Facilitation	
Summary of Focus	Deliverables
Triangle Advising will schedule, design, and facilitate regular meetings with the Internal DEI Committee. The focus of the DEI Committee will be to accomplish the following: 1) Provide a safe space for staff members to provide insight and input regarding the employee experience, current and relevant strengths and gaps, and culture of inclusion 2) Engage in DEI training to enhance personal and collective awareness, understanding, and sensitivity to key DEI content 3) Identify structural and/or leadership barriers that can negatively impact effective implementation of the DEI Action Plan 4) Collaborate on key decisions regarding implementation of the City's DEI Action Plan with sensitivity to input from the Community DEI Task Force 5) Ensure timely implementation of relevant and updated components of the City's DEI Action Plan	• Internal DEI Committee statement of mission and objectives • Meeting agenda and notes • Meeting documents including agendas, presentations, and related materials • Responsibility matrix • Regular communication with the City Manager and Leadership team
C.3: Council Support	
Summary of Focus	Deliverables
(Optional Item, if desired) Triangle Advising will work with the DEI Taskforce to establish a DEI Council that is made up of task force members who are elected to serve in a leadership role. The DEI Council will act as a leadership body, providing input on the direction, priorities, and key actions of the DEI Taskforce. Triangle Advising will provide customized training, coaching, and support to each member of the DEI Council as a means of developing sustainable capacity.	• DEI Council Statement of Purpose • DEI Council meeting agenda and notes • Meeting documents including agendas, presentations, and related materials • Documentation of project progress, decisions made, action steps, and deadlines

C.4: Progress Monitoring	
Summary of Focus	Deliverables
Triangle Advising will plan, monitor, and track all steps needed to ensure execution of the DEI Action Plan in a manner that is aligned with the City's financial, operational, and human capacity, as well as other temporary or permanent priorities so that the DEI Action Plan meets its objective of improving how the City of Oregon City operates and meets the needs and uniqueness of its staff and residents.	• DEI Action Plan Progress Monitoring Tracking Tool • Summary report of implementation progress with inherent successes and barriers

Task D: DEI Education	
Sub-Task D.1: DEI Leadership Guide	
Summary of Focus	Deliverables
To ensure that policy changes, budget development, and other key decisions are made with DEI in mind, we will create a customized DEI Leadership Guide which will serve as a tool for leaders to use. The guide will reflect peer-inspired, research-proven, and innovative strategies on DEI best practices in an easy-to-read and digestible fashion for Oregon City leaders to understand and implement. This guide will enable leaders to understand what it means to function with an open-minded lens that drives DEI-driven policy, practice, funding, staffing, and operational decisions.	• DEI Leadership Guide
Sub-Task D.2: Staff Training	
Summary of Focus	Deliverables
We will provide custom design and facilitation of team-specific and organizational-wide training on pertinent DEI topics. We will work with the Internal DEI Committee and the City Manager's office to determine the highest leverage topics and recipients of each training session. A total of 8 sessions will be delivered in the following manner*: 2 different topics delivered to each of the following: • DEI Internal Committee • Oregon City Leadership Team • Department Leaders and People Managers 1 session delivered two different times to staff	• Training materials including but not limited to agenda, PPT, handouts, videos, and references. • List of training topics and summary to include but not limited to the following: ➢ Implicit Bias ➢ Allyship ➢ Community Engagement ➢ Systemic Racism ➢ Micro-aggressions ➢ Cultural Awareness and Inclusion ➢ Gender Identity and Sexual Orientation ➢ Avoiding Ableism

1 session delivered to the Community DEI Task Force *This plan can and will be adjusted based on input from the Oregon City staff and Internal DEI Committee. Because we believe in making ourselves obsolete, we design our sessions in a way that allows our clients to own their learning with shared training materials that promote a sustainable DEI-driven culture throughout the organization for years to come.	➤ Neurodiversity ➤ Exploring the Benefits of a DEI-Driven Organization ➤ Creating a Culture of Awareness and Inclusion ➤ Maximizing Diversity and Difference Each session will have a focus on enhancing individual and collective staff capacity to understand DEI, be aware of their implicit biases, be culturally sensitive, and act with an equity lens.
Sub-Task D.3: Executive Coaching	
Summary of Focus	Deliverables
Triangle Advising will provide up to 20 hours of inquiry-based coaching to City leaders and staff. Sessions will be individualized and anonymous. We will implement a communication strategy for leaders to be aware of the executive coaching opportunity, and to sign up for hours as needed.	● Program summary

Task E: Talent, HR, and Leadership Support	
E.1: HR and Talent Practices	
Summary of Focus	Deliverables
We will provide scheduled and on-call support to the City's HR team. We will review and evaluate current talent recruitment, interview, and selection policies and practices and give specific feedback on strengths, weaknesses, and national best practices. We will provide recommendations for changes or implementation of new initiatives to strengthen the City's approach to talent acquisition and retention.	● Summary evaluation of current talent acquisition practices ● Recommendations for improvement ● Guidance for how to operationalize change in the talent strategy
E.2: Executive Coaching	
Summary of Focus	Deliverables
We will provide up to 20 hours of inquiry-based coaching to select City leaders and staff. Sessions will be individualized and all content will be anonymous. We will implement a communication strategy for leaders to be aware of the executive coaching opportunity and to sign up for hours as needed.	● Program summary

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 sixty (60) 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.N o 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

Page 2 of 5

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 \$1,000,000 combined, single-limit, per-occurrence/\$2,000,000 annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

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

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

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

Item 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.



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: 04/03/2024

SUBJECT:

Deed of Dedication, Public Utility Easement, and Obligation & Temporary Construction Area Agreement for the Holcomb Boulevard Safe Routes to School Project – Myles and Ronda Bell Property (14633 Holcomb Boulevard)

STAFF RECOMMENDATION:

City Commission approves the Right-of-Way Dedication, Public Utility Easement, and Obligation & Temporary Construction Area Agreement for 14633 Holcomb Boulevard (Tax Map 2-2E-28AB Lot #01200) and authorize the Mayor and City Recorder to execute them.

EXECUTIVE SUMMARY:

The Holcomb Boulevard Safe Routes to School (SRTS) Project was awarded to Oregon City through the Oregon Department of Transportation's Safe Routes to School Grant Program. The primary goals of this project are to provide safety improvements for pedestrian and bicycle access along Holcomb Boulevard, between Holcomb School Road and Winston Drive, 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. This program provides funding for communities 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 entering into an intergovernmental agreement with ODOT to deliver this project.

The City's engineering consultant, DOWL LLC, is wrapping up the design of the Holcomb Boulevard SRTS Project improvements and finalizing the property acquisition needs. The property rights acquired from the Bell property (14633 Holcomb Boulevard shown on the attached Improvement Plan) includes 346 square feet (SF) Right-of-Way Dedication, and a 10-foot Public Utility Easement. In consideration for dedicating the property to the City, the Bells have requested landscaping plantings along their property frontage on Holcomb Boulevard.

This project is anticipated to post for bid requests in March, with construction beginning in Summer 2024.

OPTIONS:

1. Approve the Deed of Dedication, Public Utility Easement and Obligation & Temporary Construction Area Agreement, authorizing the Mayor to sign these documents.
2. Approve the Deed of Dedication, Public Utility Easement and Obligation & Temporary Construction Area Agreement, authorizing the Mayor to sign these documents with specific modifications.
3. Deny the Deed of Dedication, Public Utility Easement and/or Obligation & Temporary Construction Area Agreement. If denied, staff requests direction on how to proceed.

AFTER RECORDING RETURN TO:

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

Planning File No.: _____

Tax Map & Lot: 2-2E-28AB-01200

Streets: Holcomb Boulevard

GRANTOR: Myles Bell & Ronda Bell

DEED OF DEDICATION

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

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

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

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

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

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

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 12th day of

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

GRANTOR: Myles Bell & Ronda Bell
 As shown on Page 1 (name of organization or individual property owner(s))

Myles Bell
 Signature No. 1

Myles Bell
 Signer's printed name Title (if applicable)

Ronda Bell
 Signature No. 2

Ronda Bell
 Signer's printed name Title (if applicable)

STATE OF OREGON)

County of Clackamas)

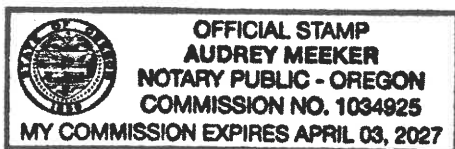
This record was acknowledged before me on (month & day) March 12, 2024

by Myles Bell, Ronda Bell, as _____
 Signer's printed name Title (write "N/A" if not applicable)

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

Stamp notary seal:

WITNESS my hand and official seal.



Audrey Meeker
 Signature of Notary Public
 My commission expires: 4/3/2027

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

By: Denyse McGriff, Mayor

Attest: Jakob Wiley, City Recorder

EXHIBIT A – Page 1 of 2

File 257180571002

Andrew Silbernagel, PLS DOWL – 1/31/2024

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

Tax Map 22E28AB
Tax Lot 01200

Parcel 1 – Right-of-Way Dedication

A parcel of land lying in the George Abernethy D.L.C. No. 58, Section 28, Township 2 South, Range 2 East of the Willamette Meridian, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to Myles C. Bell and Ronda A. Bell, in that Statutory Warranty Deed recorded June 16, 2000 as Document No. 2000-039035, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the Northerly side of the center line of Holcomb Boulevard, which center line is described as follows:

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

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

Station	to	Station	Width on Northerly Side of Center Line
50+60.00		50+75.00	64.00 in a straight line to 39.00
50+75.00		51+41.00	39.00 in a straight line to 30.00

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

This parcel of land contains 346 square feet, more or less, outside the existing right of way.

Parcel 2 – Permanent Public Utility Easement

A parcel of land lying in the George Abernethy D.L.C. No. 58, Section 28, Township 2 South, Range 2 East of the Willamette Meridian, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to Myles C. Bell and Ronda A. Bell, in that Statutory Warranty Deed recorded June 16, 2000 as Document No. 2000-039035, Clackamas County Deed Records; said parcel being that portion of said property included

EXHIBIT A – Page 2 of 2**File 257180571002**

Andrew Silbernagel, PLS DOWL – 1/31/2024

in a strip of land variable in width and lying on the Northerly side of the center line of Holcomb Boulevard, which center line is described in Parcel 1.

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

Station	to	Station	Width on Northerly Side of Center Line
50+55.00		51+41.00	51.00 in a straight line to 40.00
51+41.00		52+44.00	40.00 in a straight line to 42.00

EXCEPT therefrom Parcel 1.

This parcel of land contains 702 square feet, more or less, outside the existing right of way.

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

A parcel of land lying in the George Abernethy D.L.C. No. 58, Section 28, Township 2 South, Range 2 East of the Willamette Meridian, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to Myles C. Bell and Ronda A. Bell, in that Statutory Warranty Deed recorded June 16, 2000 as Document No. 2000-039035, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the Northerly side of the center line of Holcomb Boulevard, which center line is described in Parcel 1.

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

Station	to	Station	Width on Northerly Side of Center Line
50+55.00		51+41.00	51.00 in a straight line to 40.00
51+41.00		52+44.00	40.00 in a straight line to 42.00

EXCEPT therefrom Parcel 1.

This parcel of land contains 702 square feet, more or less, outside the existing right of way.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024

EXHIBIT "B"

PAGE 1 of 1

PP-2015-024

2

MYLES C. BELL &
RONDA A. BELL
R 2000-039035
TL 22E28AB01200

HOLCOMB SCHOOL ROAD

VARIES

HOLCOMB BLVD.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024



SCALE 1" = 50'



LEGEND



① - RIGHT-OF-WAY DEDICATION
346 FT.²±



② - PERMANENT PUBLIC UTILITY
EASEMENT 702 FT.²±



③ - TEMPORARY CONSTRUCTION
EASEMENT 702 FT.²±

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

FILE NO: 002 SUBMITTAL DATE: 01/31/24 REV'D:

TAX LOT: 01200 ADDRESS: 14633 HOLCOMB BLVD.

TAX MAP: 22E28AB OREGON CITY, OREGON 97405

AFTER RECORDING RETURN TO:

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

Planning No.: _____

Tax Map & Lot: 2-2E-28AB-01200

GRANTOR: Myles Bell & Ronda Bell

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

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

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

Exhibit B Drawing for Legal Description

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

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

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

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

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

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

GRANTOR: Myles Bell & Ronda Bell
 As shown on Page 1 (name of organization or individual property owner(s))

Myles Bell
 Signature No. 1

Myles Bell
 Signer printed name, Title (if any)

Ronda Bell
 Signature No. 2

Ronda Bell
 Signer printed name, Title (if any)

STATE OF OREGON)

County of Clackamas)

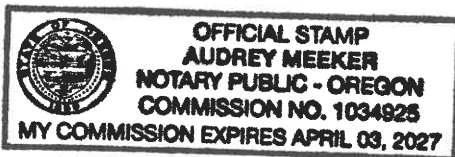
This record was acknowledged before me on (date) March 12, 2024

by Myles Bell Ronda Bell
 Signer's printed name

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

Stamp notary seal:

WITNESS my hand and official seal.



Audrey Meeker
 Signature of Notary Public
 My commission expires: April 3, 2027

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

By: Denyse McGriff, Mayor

Attest: Jakob Wiley, City Recorder

EXHIBIT A – Page 1 of 2

File 257180571002

Andrew Silbernagel, PLS DOWL – 1/31/2024

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

Tax Map 22E28AB
Tax Lot 01200

Parcel 1 – Right-of-Way Dedication

A parcel of land lying in the George Abernethy D.L.C. No. 58, Section 28, Township 2 South, Range 2 East of the Willamette Meridian, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to Myles C. Bell and Ronda A. Bell, in that Statutory Warranty Deed recorded June 16, 2000 as Document No. 2000-039035, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the Northerly side of the center line of Holcomb Boulevard, which center line is described as follows:

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

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

Station	to	Station	Width on Northerly Side of Center Line
50+60.00		50+75.00	64.00 in a straight line to 39.00
50+75.00		51+41.00	39.00 in a straight line to 30.00

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

This parcel of land contains 346 square feet, more or less, outside the existing right of way.

Parcel 2 – Permanent Public Utility Easement

A parcel of land lying in the George Abernethy D.L.C. No. 58, Section 28, Township 2 South, Range 2 East of the Willamette Meridian, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to Myles C. Bell and Ronda A. Bell, in that Statutory Warranty Deed recorded June 16, 2000 as Document No. 2000-039035, Clackamas County Deed Records; said parcel being that portion of said property included

EXHIBIT A – Page 2 of 2**File 257180571002**

Andrew Silbernagel, PLS DOWL – 1/31/2024

in a strip of land variable in width and lying on the Northerly side of the center line of Holcomb Boulevard, which center line is described in Parcel 1.

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

Station	to	Station	Width on Northerly Side of Center Line
50+55.00		51+41.00	51.00 in a straight line to 40.00
51+41.00		52+44.00	40.00 in a straight line to 42.00

EXCEPT therefrom Parcel 1.

This parcel of land contains 702 square feet, more or less, outside the existing right of way.

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

A parcel of land lying in the George Abernethy D.L.C. No. 58, Section 28, Township 2 South, Range 2 East of the Willamette Meridian, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to Myles C. Bell and Ronda A. Bell, in that Statutory Warranty Deed recorded June 16, 2000 as Document No. 2000-039035, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the Northerly side of the center line of Holcomb Boulevard, which center line is described in Parcel 1.

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

Station	to	Station	Width on Northerly Side of Center Line
50+55.00		51+41.00	51.00 in a straight line to 40.00
51+41.00		52+44.00	40.00 in a straight line to 42.00

EXCEPT therefrom Parcel 1.

This parcel of land contains 702 square feet, more or less, outside the existing right of way.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWES: JUNE 30, 2024

EXHIBIT "B"

PAGE 1 of 1

PP-2015-024

2

MYLES C. BELL &
RONDA A. BELL
R 2000-039035
TL 22E28AB01200

HOLCOMB SCHOOL ROAD

VARIES

HOLCOMB BLVD.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024



SCALE 1" = 50'



LEGEND



① - RIGHT-OF-WAY DEDICATION
346 FT.²±



② - PERMANENT PUBLIC UTILITY
EASEMENT 702 FT.²±



③ - TEMPORARY CONSTRUCTION
EASEMENT 702 FT.²±

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

FILE NO: 002	SUBMITTAL DATE: 01/31/24	REV'D:
TAX LOT: 01200	ADDRESS: 14633 HOLCOMB BLVD.	
TAX MAP: 22E28AB	OREGON CITY, OREGON 97405	

City of Oregon City
14633 Holcomb Blvd Improvements

OBLIGATION AND TEMPORARY CONSTRUCTION AREA AGREEMENT

File No.:
 Tax Map & Lot: 2-2E-28AB-01200
 Owner: Myles and Ronda Bell
 Date: 03/12/2024

The City of Oregon City will ensure that the improvement items listed and agreed upon below and identified in the 14633 Holcomb Blvd Public Improvement Plan (Attachment A) are constructed:

1. Construct public improvements along the frontage of 14633 Holcomb Boulevard.
2. Existing vegetation located along the property's frontage on Holcomb Blvd. impacted by the construction of the public improvements will be replaced with 26 Arborvitae (4-5 ft tall) to provide privacy screening and assist with noise mitigation. Plants to be appropriately spaced from the proposed retaining wall and overhead utilities.
3. Private utility laterals (e.g. sanitary cleanout and water meter box) will be relocated for the property.
4. Existing utility poles are expected to be relocated with this project. Final location of these poles are not yet determined and their design follows the ROW dedication and final design of the project. Final utility pole locations shall be located either on the property line between 14633 and 14641 Holcomb Blvd or across Holcomb School Rd if feasible.

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

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

GRANTOR: Myles Bell & Ronda Bell
Myles Bell Ronda Bell
 Signature
Myles Bell Ronda Bell
 Signer's printed name Title (if applicable)

FOR THE CITY OF OREGON CITY

 Signature

 Signer's printed name Title (if applicable)

Attachment A: 14633 Holcomb Blvd Public Improvement Plan

14633 HOLCOMB BLVD

New 10ft Public
Utility Easement

AREA TO BE
DEDICATED ± 301SF

PROPOSED
ROW DEDICATION

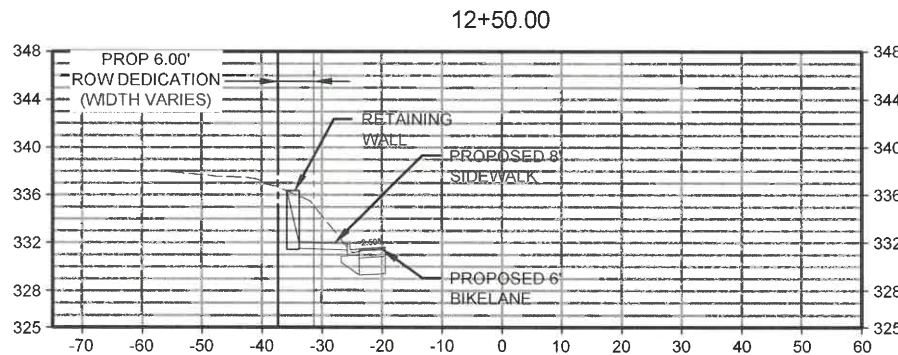
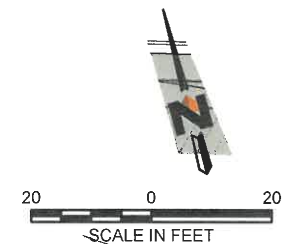
RETAINING
WALL

Replace vegetation to provide
privacy screening and assist with
noise mitigation.

Plantings to include 26 arborvitae.

Planting placement to be
coordinated with overhead utility
alignment.

Utility Pole to be
located on
Property Line



HOLCOMB BLVD SRTS SIDEWALK IMPROVEMENT
14633 & 14641 HOLCOMB BLVD
CROSS SECTION EXHIBIT

PROJECT 80571.01
DATE 12/15/2023

FIGURE 1

C:\dowl_jm\040848\0307180571_CSD-dm.dwg PLOT DATE 2023-12-15 16:34 SAVED DATE 2023-12-15 12:18 USER: mtowle





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: 04/03/2024

SUBJECT:

Public Utility Easement and Obligation & Temporary Construction Agreement for the Holcomb Boulevard Safe Routes to School Project – Abraham Covello Property (14641 Holcomb Boulevard)

STAFF RECOMMENDATION:

City Commission approves the attached Public Utility Easement and Obligation & Temporary Construction Area Agreement for 14641 Holcomb Boulevard (Tax Map 2-2E-28AB Lot #01000) and authorize the Mayor and City Recorder to execute them.

EXECUTIVE SUMMARY:

The Holcomb Boulevard Safe Routes to School (SRTS) Project was awarded to Oregon City through the Oregon Department of Transportation's 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 funding for communities for pedestrian and bicycle safety projects located in the immediate vicinity of a K-8 school. The goals of this program are to create a stronger sense of community, create safer streets, improve accessibility, promote healthier families, and to lessen traffic

congestion. The program provides up to 80% funding for a project with a 20% match from the community.

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

The City's engineering consultant, DOWL LLC, is wrapping up the design of the Holcomb Boulevard SRTS Project improvements and finalizing the property acquisition needs. The public utility rights acquired from the Covello property; 14641 Holcomb Boulevard (shown on the attached Improvement Plan) includes a 10-foot Public Utility Easement. In consideration for providing the public utility easement to the City, Mr. Covello has requested landscaping plantings along his property frontage on Holcomb Boulevard.

This project is anticipated to post for bid requests in March, with construction beginning in Summer 2024.

OPTIONS:

1. Approve the Public Utility Easement and Obligation & Temporary Construction Easement, authorizing the Mayor to execute these documents.
2. Approve the Public Utility Easement and Obligation & Temporary Construction Easement, authorizing the Mayor to execute these documents, with specific modifications.
3. Deny the Public Utility Easement and Obligation & Temporary Construction Easement. If the Commission chooses to deny the Agreement, staff requests direction on how to proceed.

AFTER RECORDING RETURN TO:

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

Planning No.: _____

Tax Map & Lot: 2-2E-28AB-01000

GRANTOR: Abraham B Cove 116

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

KNOW ALL BY THESE PRESENTS, THAT Abraham B Cove 116, hereinafter called "Grantor", does hereby grant unto the City of Oregon City, hereinafter called the "City", and its successors in interest and assigns, a permanent easement, including the permanent right to construct, reconstruct, operate, and maintain utilities within the easement, described as follows:

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

Exhibit B Drawing for Legal Description

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

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

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

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

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

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

GRANTOR: Abraham B CovelloAs shown on Page 1 (name of organization or individual property owner(s))Signature No. 1Abraham B Covello
Signer printed name, Title (if any)Signature No. 2Signer printed name, Title (if any)

STATE OF OREGON)

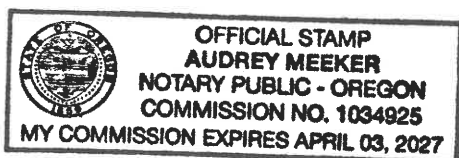
County of Clackamas)This record was acknowledged before me on (date) March 13, 2024by Abraham B. Covello
Signer's printed name

as _____

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

Stamp notary seal:

WITNESS my hand and official seal.


Audrey Meeker
 Signature of Notary Public
 My commission expires: April 3, 2027

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

By: Denyse McGriff, MayorAttest: Jakob Wiley, City Recorder

EXHIBIT A – Page 1 of 2

File 257180571003

Andrew Silbernagel, PLS DOWL – 1/31/2024

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

Tax Map 22E28AB
Tax Lot 01000

Parcel 1 – Permanent Public Utility Easement

A parcel of land lying in Parcel 1 of Partition Plat No. 2015-024, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to Abraham Benjamin Covello, in that Statutory Warranty Deed recorded March 29, 2022 as Document No. 2022-018640, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the Northerly side of the center line of Holcomb Boulevard, which center line of is described as follows:

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

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

Station	to	Station	Width on Northerly Side of Center Line
51+41.00		52+44.00	40.00 in a straight line to 42.00
52+44.00		53+45.00	42.00 in a straight line to 40.00

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

This parcel of land contains 1,113 square feet, more or less, outside the existing right of way.

Parcel 2 – Temporary Construction Easement (3 Years or duration of Project, whichever is sooner)

A parcel of land lying in Parcel 1 of Partition Plat No. 2015-024, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to Abraham Benjamin Covello, in that Statutory Warranty Deed recorded March 29, 2022 as Document No. 2022-018640, Clackamas County Deed Records; said parcel being that portion of said

EXHIBIT A – Page 2 of 2

File 257180571003

Andrew Silbernagel, PLS DOWL – 1/31/2024

property included in a strip of land variable in width and lying on the Northerly side of the center line of Holcomb Boulevard, which center line is described in Parcel 1.

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

Station	to	Station	Width on Northerly Side of Center Line
51+41.00		52+44.00	40.00 in a straight line to 42.00
52+44.00		53+45.00	42.00 in a straight line to 40.00

This parcel of land contains 1,113 square feet, more or less, outside the existing right of way.

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

A parcel of land lying in Parcel 1 of Partition Plat No. 2015-024, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to Abraham Benjamin Covello, in that Statutory Warranty Deed recorded March 29, 2022 as Document No. 2022-018640, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the Northerly side of the center line of Holcomb Boulevard, which center line is described in Parcel 1.

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

Station	to	Station	Width on Northerly Side of Center Line
52+21.00		52+24.00	30.00 in a straight line to 62.00
52+24.00		52+53.00	62.00 in a straight line to 60.00

EXCEPT therefrom Parcel 1.

ALSO EXCEPT therefrom Parcel 2.

This parcel of land contains 619 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWES: JUNE 30, 2024

EXHIBIT "B"

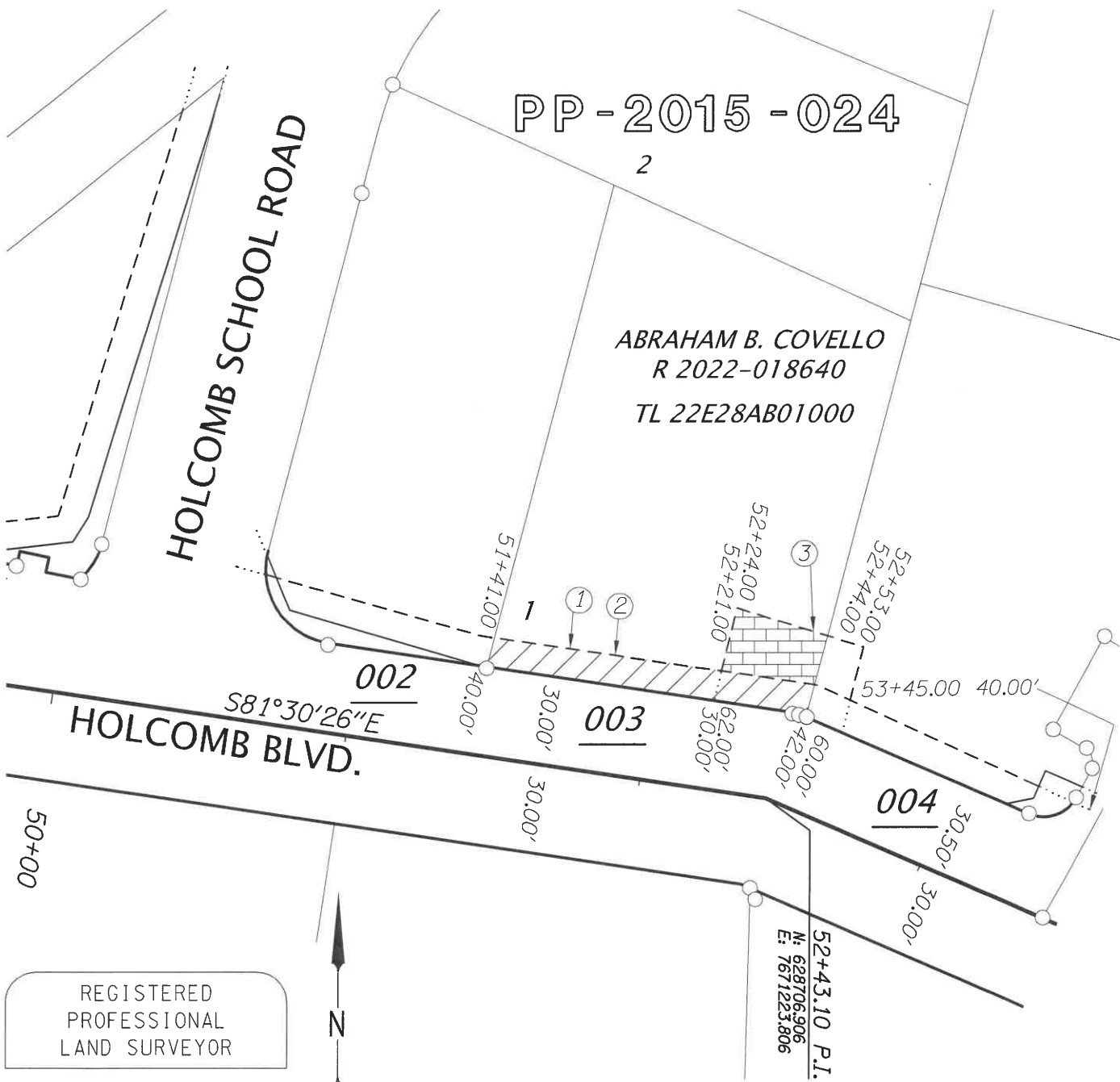
PAGE 1 of 1

PP - 2015 - 024

ABRAHAM B. COVELLO
R 2022-018640
TL 22E28AB01000

HOLCOMB SCHOOL ROAD

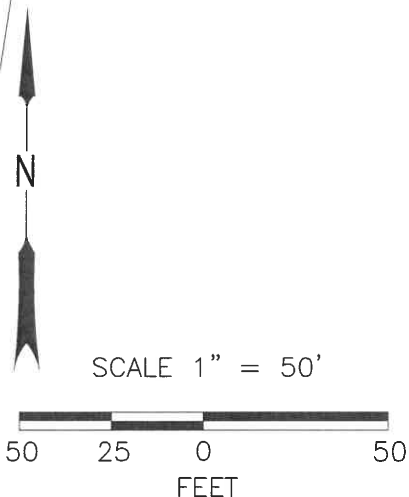
HOLCOMB BLVD.



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024



LEGEND

- ① - PERMANENT PUBLIC UTILITY EASEMENT 1,113 FT.²±
- ② - TEMPORARY CONSTRUCTION EASEMENT 1,113 FT.²±
- ③ - TEMPORARY EASEMENT FOR ROAD APPROACH 619 FT.²±

HOLCOMB BOULEVARD:SRTS PROJECT		
OREGON CITY PROJECT # CL 22-011		
FILE NO: 003	SUBMITTAL DATE: 01/31/24	REV'D:
TAX LOT: 01000	ADDRESS: 14641 HOLCOMB BLVD.	
TAX MAP: 22E28AB	OREGON CITY, OREGON 97405	

City of Oregon City
14641 Holcomb Blvd Improvements

OBLIGATION AND TEMPORARY CONSTRUCTION AREA AGREEMENT

File No.:

Tax Map & Lot: 2-2E-28AB-01000

Owner: Abraham Covello

Date: 01/02/2024

The City of Oregon City will ensure that the improvement items listed and agreed upon below and identified in the 14641 Holcomb Blvd Public Improvement Plan (Attachment A) are constructed:

1. Construct public improvements along the frontage of 14641 Holcomb Boulevard.
2. The existing vegetation located along the property's frontage on Holcomb Blvd. impacted by the construction of the public improvements will be replaced with new plantings to provide privacy screening and assist with noise mitigation.
3. Private utility laterals (e.g. sanitary cleanout and water meter box) will be relocated as well as the mailbox for the property.
4. Existing utility poles are expected to be relocated with this project. Final location of these poles are not yet determined and their design follows the ROW dedication and final design of the project. Final utility pole locations shall be located either on the property line between 14633 and 14641 Holcomb Blvd or across Holcomb School Rd if feasible. If infeasible, the final pole location shall be further coordinated with the homeowners of 14633 and 14641 Holcomb Blvd.
5. The existing driveway shall be regraded and paved to the limits shown on Attachment A. Driveway grading shall be to create a better transition onto Holcomb Blvd lessening the impacts vehicles accessing 14641 Holcomb Blvd.

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

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

GRANTOR: _____

Signature

Abraham B Covello

Signer's printed name

Title (if applicable)

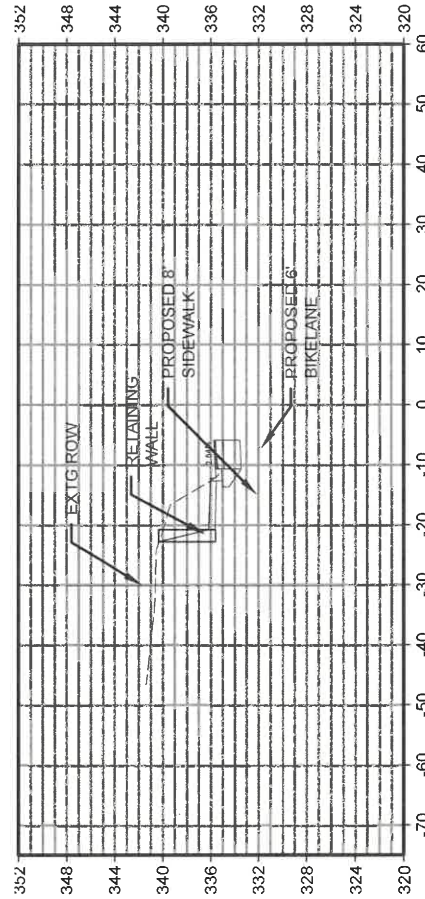
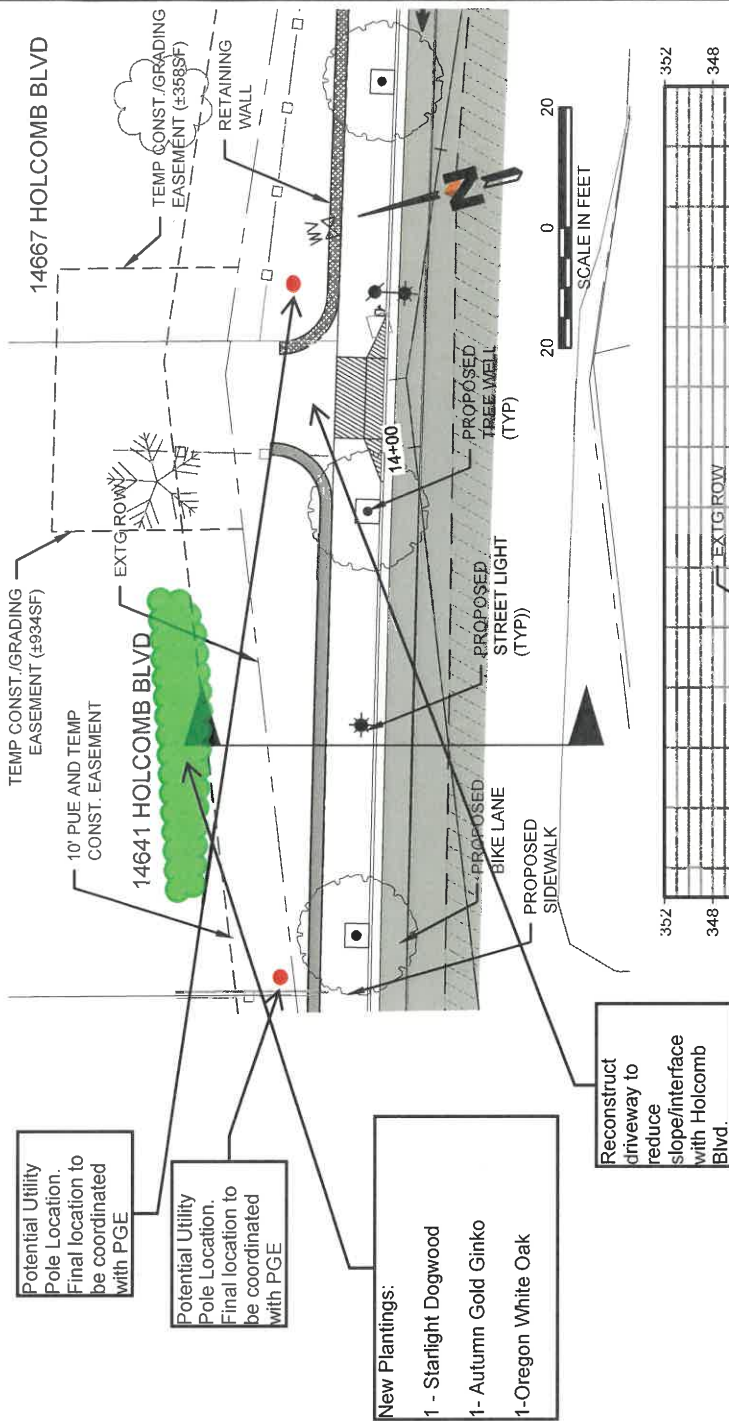
FOR THE CITY OF OREGON CITY

Signature

Signer's printed name

Title (if applicable)

**Attachment A: 14641 Holcomb Blvd
Public Improvement Plan**





DOWL
www.dowl.com

HOLCOMB BLVD SRTS SIDEWALK IMPROVEMENT
14633 & 14641 HOLCOMB BLVD
CROSS SECTION EXHIBIT

PROJECT 80571.01
DATE 12/15/2023

FIGURE 1

DRAFT

Item 7f.



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: 04/03/2024

SUBJECT:

Deed of Dedication, Public Utility Easement and Obligation & Temporary Construction Agreement for the Holcomb Boulevard Safe Routes to School Project – Ted Minton Property (14711 Holcomb Boulevard)

STAFF RECOMMENDATION:

City Commission approves the attached Deed of Dedication, Public Utility Easement, and Obligation & Temporary Construction Area Agreement for 14711 Holcomb Boulevard (Tax Map 2-2E-28AB Lots #00500 and #00800) and authorizes the Mayor and City Recorder to execute them.

EXECUTIVE SUMMARY:

The Holcomb Boulevard Safe Routes to School (SRTS) Project was awarded to Oregon City through the Oregon Department of Transportation's 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 funding for communities 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 entering into an intergovernmental agreement with ODOT to deliver this project.

The City's engineering consultant, DOWL LLC, is wrapping up the design of the Holcomb Boulevard SRTS Project improvements and finalizing the property acquisition needs. The property rights acquired from the Minton property at 14711 Holcomb Boulevard (shown on the attached Improvement Plan) includes 1,622 square feet (SF) Right-of-Way Dedication, and 10-foot Public Utility Easement. In consideration of dedicating the property to the City, Mr. Minton has requested new landscaping plantings and tree and debris removal along his property's frontage on Holcomb Boulevard. As part of this project, the City is removing the existing driveway access from Holcomb Boulevard and providing a new gravel driveway from Godon Way. The homeowner plans to further develop his property in the future and relocating the driveway is consistent with his land-use conditions of approval.

The project is anticipated to post for bid requests in March, with construction beginning in Summer 2024.

OPTIONS:

1. Approve the Deed of Dedication, Public Utility Easement and Obligation & Temporary Construction Agreement and authorize the Mayor to execute these documents.
2. Approve the Deed of Dedication, Public Utility Easement and Obligation & Temporary Construction Agreement and authorize the Mayor to execute these documents with specific modifications.
3. Deny the Deed of Dedication, Public Utility Easement and Obligation & Temporary Construction Agreement. Staff requests direction on how to proceed if these items are denied.

AFTER RECORDING RETURN TO:

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

Planning File No.: _____

Tax Map & Lot: 2-2E-28AB-00500 and 00800

Streets: S. Holcomb Boulevard GRANTOR: Ted B Minton

DEED OF DEDICATION

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

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

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

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

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

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

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 21 day of March, 20 24. The person(s) whose name(s) is/are subscribed to the within instrument acknowledge that he/she/they executed the instrument in his/her/their legally authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GRANTOR:

Ted B Minton*As shown on Page 1 (name of organization or individual property owner(s))*

Signature No. 1

Signer's printed name_____
Title (if applicable)

Signature No. 2

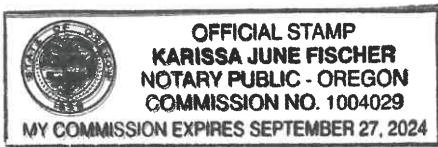
Signer's printed name_____
Title (if applicable)

STATE OF OREGON)

County of Clackamas)This record was acknowledged before me on (month & day) March 21, 2024by Ted B. Minton, as Grantor
Signer's printed name Title (write "N/A" if not applicable)of N/A
Name of Corporation on whose behalf record is executed (write "N/A" if not applicable)

Stamp notary seal:

WITNESS my hand and official seal.


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

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

By: Denyse McGriff, MayorAttest: Jakob Wiley, City Recorder

EXHIBIT A – Page 1 of 3

File 257180571006

Andrew Silbernagel, PLS DOWL – 1/31/2024

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

Tax Map 22E28AB
Tax Lots 00500 and 00800

Parcel 1 – Right of Way Dedication

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EXHIBIT A – Page 2 of 3**File 257180571006**

Andrew Silbernagel, PLS DOWL – 1/31/2024

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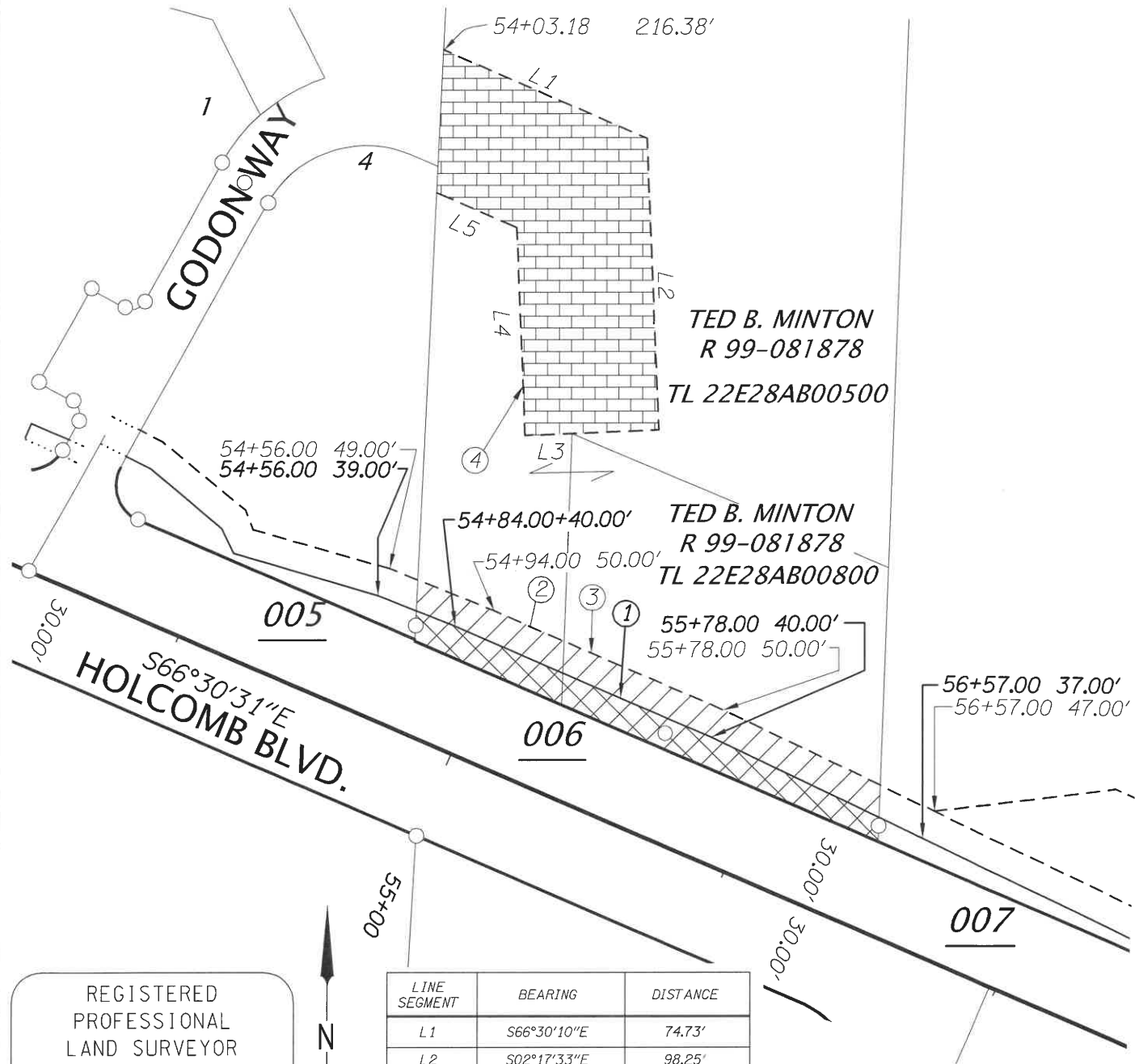
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024

EXHIBIT "B"

PAGE 1 of 1


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

FILE NO: 006	SUBMITTAL DATE: 01/31/24	REV'D:
TAX LOT: 00800	ADDRESS: 14711 HOLCOMB BLVD.	
TAX MAP: 22E28AB	OREGON CITY, OREGON 97405	

AFTER RECORDING RETURN TO:

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

Planning No.: _____

Tax Map & Lot: 2-2E-28AB-00500
and 00800

GRANTOR: Ted B Minton

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

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

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

Exhibit B Drawing for Legal Description

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

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

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

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

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

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

IN WITNESS WHEREOF, the Permittee has executed this instrument this 21 day of March, 2024. The person(s) whose name(s) is/are subscribed to the within instrument acknowledge that he/she/they executed the instrument in his/her/their legally authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

[Signature Page(s) Follow]

GRANTOR:

Ted B Manton

As shown on Page 1 (name of organization or individual property owner(s))

Ted B Manton

Signature No. 1

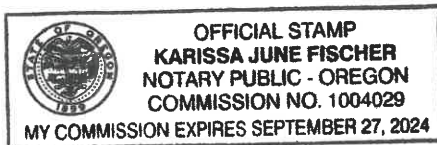
Signer printed name, Title (if any)_____
Signature No. 2_____
Signer printed name, Title (if any)

STATE OF OREGON)

County of Clackamas)This record was acknowledged before me on (date) March 21, 20 24by Ted B. Manton
Signer's printed nameas Grantor
Title and (if applicable) Name of Corporation or Party on whose behalf the record is executed

Stamp notary seal:

WITNESS my hand and official seal.


Karissa June Fischer
 Signature of Notary Public
 My commission expires: 9/27/2024

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

By: Denyse McGriff, Mayor_____
Attest: Jakob Wiley, City Recorder

EXHIBIT A – Page 1 of 3

File 257180571006

Andrew Silbernagel, PLS DOWL – 1/31/2024

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

Tax Map 22E28AB
Tax Lots 00500 and 00800

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REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024



CITY OF OREGON CITY JOINT WORK SESSION WITH THE CITY OF WEST LINN DRAFT MINUTES

22500 Salamo Road, West Linn, Oregon 97068

Tuesday, January 17, 2023 at 6:00 PM

CONVENE WORK SESSION AND ROLL CALL

West Linn Mayor Rory Bialostosky called the meeting to order at 6:00 P.M.

PRESENT: 8 - West Linn Council President Mary Baumgardner, West Linn Councilor William Relyea, Oregon City Mayor Denyse McGriff, Oregon City Commissioner Frank O'Donnell, Oregon City Commissioner Adam Marl, Oregon City Commissioner Mike Mitchell, Oregon City Commissioner Rocky Smith, West Linn Mayor Rory Bialostosky

STAFFERS: -

APPROVAL OF AGENDA

Motion made by Council President Baumgardner, seconded by Councilor Relyea, to approve the agenda of the January 17, 2023 Joint Work Session.

Councilor Relyea requested that the agenda's I-205 Tolling and Diversion Plan Discussion be moved to the Joint Meeting.

The motion passed by the following vote:

Yea: 8 – Council President Baumgardner, Councilor Relyea, Mayor McGriff, Commissioner O'Donnell, Commissioner Marl, Commissioner Mitchell, Commissioner Smith, Mayor Bialostosky

PUBLIC COMMENTS

Robert Henderson, resident of West Linn, explained that he is a member of Emmanuel Presbyterian Church in West Linn, and objected to the City's plan to exercise eminent domain on the church's property. He cited a 2001 LOT issue in which the City had collaborated with the church to acquire the needed land, and requested that the City pause the issue, wait to see how circumstances develop with Highway 43, and collaborate with the church to find a solution instead of exercising eminent domain.

Tony Brocco, resident of West Linn, expressed concerns relating to the intersection at Hidden Springs and Cedar Road in the Robinwood neighborhood. He requested permission to present concerns in more detail at a future West Linn City Council work session, and he invited the Councilors to a future meeting of the Robinwood Neighborhood Association. He argued that the proper public process had not been followed in regard to this matter. Mayor Bialostosky offered to discuss organizing a presentation opportunity with the City Manager, and Council President Baumgardner expressed interest in attending the upcoming Robinwood Neighborhood Meeting.

JOINT MEETING WITH OREGON CITY COMMISSION

1. I-205 Tolling and Diversion Plan Discussion

Dean Sur, resident of West Linn, and author of the IP-4 "Vote Before Tolls" Initiative, discussed his work to create a retroactive ballot measure requiring a vote of the people before road tolls are enacted in Oregon. He expressed concern about the Environmental Impact Report, and about the maintenance of roads onto which extra traffic would be diverted in the case of I-205 tolling.

Robinson Foster, resident of West Linn, and volunteer with the IP-4 Initiative, asked the Councilors for their endorsement of the initiative. He argued in favor of offering more transportation choices in the area, including more use of freight trains and Willamette River transportation. He also shared that he had sent a document of "Choice Before Tolls" transportation diversity ideas for the Council's consideration.

Paul Edgar, resident of Oregon City, suggested that the Oregon Department of Transportation (ODOT) ought to offer road construction options to reduce I-205 bottleneck issues instead of rushing to a tolling project, and that input from regional residents and City governments ought to be included in a thorough Environmental Impact Assessment.

Dave Farmer, resident of Willamette, expressed concern about diverted traffic on an already-congested I-5, and argued that Oregon citizens ought to have the right to vote on tolling schemes. He also expressed concerns about ODOT's lack of response to citizen questions about tolling, about the lack of a time limit on the tolling scheme, about safety issues arising from traffic diversion, and about the expense of tolling for Oregon families.

Mayor McGriff expressed concerns about ODOT's lack of communication in response to questions about tolling from the Oregon City government. She observed that the tolling program was among the less visible elements of HB 2017, and that the cities of West Linn and Oregon City would be more affected by the tolling program than any other communities in Oregon. Mayor McGriff suggested discussing next steps to address the potential tolling program, including fostering collaboration with other local governments. She suggested collaborating with West Linn's lobbyist for assistance in communicating with the State government.

Councilor Relyea suggested forming an ad hoc coalition group with representatives from the communities affected by the tolling program. He suggested that this group could discuss tolling alternatives and solutions to traffic congestion, including creating a connection between McLoughlin Boulevard and Highway 213, and changing the Arch Bridge into a pedestrian and bicycle bridge and adding a new transit and vehicle bridge.

Mayor Bialostosky observed that no ODOT policies seemed to address any input received from local communities about the tolling program. He also expressed support for Councilor Relyea's coalition group suggestion, and for Mayor McGriff's suggestion to draw on the aid of West Linn's lobbyist. Mayor McGriff and Commissioner Marl suggested that the aims of Councilor Relyea's proposed group were appropriate and could be implemented by the preexisting C4 Group and the C4 I-205 Diversion Subcommittee.

Commissioner Marl addressed those who had offered public comments, telling them that since testifying virtually is now allowed at State government sessions in Salem, they ought also to share their concerns with the State government whenever these issues are being addressed there.

Council President Baumgardner emphasized that the tolling program originated with the State government, not with ODOT, and agreed that both individual citizens and City governments ought to focus on addressing their concerns to the State.

Doug Riggs, lobbyist with Northwest Policy Advocates, reported that he was currently en route from a meeting of the Joint Committee on Transportation in Salem, and that several members of that committee, including Senator Aaron Woods, Senator Lew Frederick, Senator Jeff Helfrich and others, had expressed concern about the lack of communication from ODOT to local communities affected by the tolling program.

Mayor Bialostosky asked Mr. Riggs to describe the Tolling Relief Act, a piece of legislation for which the City of West Linn is lobbying. This act would cap tolls for local residents at \$2.00 per day or \$10.00 per month and would reserve a specific amount of tolling revenue for traffic diversionary projects in local communities.

Mayor McGriff observed that other allies against the tolling program could be found in the Metropolitan Mayors' Consortium, the Oregon Mayors' Association, and the Oregon Metro Council. She reiterated that these organizations were concerned about ODOT's failure to answer questions about the tolling program.

Commissioner O'Donnell expressed concerns about the efficacy of proposed traffic mitigation projects, citing the current level of traffic between West Linn and Oregon City. He also expressed concerns about the impact of the tolling project on the local real estate market and community livability. He voiced the possibility of pursuing legal action against ODOT through the League of Oregon Cities.

Mayor McGriff invited Councilor Relyea to discuss the impact of the tolling project on the South Fork Water Board. Councilor Relyea asked the Oregon City Commission for a letter of support for legislation that would require ODOT to recognize the fact that the City of West Linn has lost 50% of the life cycle of its existing water line as a result of ODOT's need to replace the Abernathy Bridge and that ODOT should compensate the City of West Linn for this loss. Councilor Relyea said that he would ask the South Fork Water Board to request a letter of support from the Regional Water Providers Consortium. Mayor McGriff said that she had no objection to this and suggested that the item be added to both the South Fork Water Board's next meeting agenda and to the next Oregon City Commission meeting agenda. Mayor Bialostosky observed that the City of West Linn was facing a cost of \$13 million to replace their water line on the Abernathy Bridge as a result of the I-205 project, and that the City's total budget is about \$100 million.

Commissioner Smith expressed his support for Councilor Relyea's proposal. He expressed support for collaboration with more local governments and for exploring more traffic mitigation ideas (though he was not ready to support closing the Arch Bridge to vehicular traffic).

Commissioner O'Donnell expressed support for Mr. Relyea's suggestion, adding that since ODOT required the expense, ODOT should help pay for it.

Commissioner Mitchell expressed agreement with Commissioner O'Donnell's suggestion to consider legal action against ODOT. He suggested that ODOT may be failing to answer questions about traffic diversion because ODOT has no workable solution. Mayor McGriff observed that traffic diversion is already an issue in Oregon City and West Linn and that ODOT has not responded to that observation when presented with it.

Mayor McGriff offered to open communications with the League of Oregon Cities regarding the possibility of a lawsuit against ODOT.

Commissioner Marl expressed support for exploring the possibility of a lawsuit but reminded the Councilors and Commissioners that the Oregon legislature had already twice voted in favor of tolling, and that efforts should be directed toward interventions that would address legislators. He also reiterated that the C4 Group and the C4 I-205 Diversion Subcommittee were the proper organizations for cross-community collaboration on the tolling issue.

Council President Baumgardner observed that the League of Oregon Cities would be hosting City Day in Salem the following week, an event which she and Mayor Bialostosky would attend, and that this would be a valuable opportunity to express the united concerns of West Linn and Oregon City.

2. Houseless Strategy

Mayor McGriff observed that the State of Oregon had declared a state of emergency regarding houselessness, and that she was concerned that land use planning for implementing houselessness mitigation might fall to the cities without help from the State. She shared that the Oregon Mayors' Association (OMA) is making houselessness a legislative priority and that they want the Oregon legislature to fund cities directly for addressing houselessness. Mayor McGriff discussed the "Crisis Focus" document she had drafted with the Oregon City Planner regarding what Oregon City would do if they were to receive direct State funding for addressing local houselessness. She encouraged the City of West Linn to create a Crisis Focus document.

Councilor Relyea suggested working with school districts to identify facilities that could be used as shelters in the case of inclement weather. He suggested this could be a valuable first step for connecting people with resources.

Mayor Bialostosky said that the City of West Linn had not yet been contacted by OMA regarding addressing houselessness as a legislative priority but that he would work with City staff to pursue this.

Councilor Baumgardner observed that though houselessness might not be occurring in a significantly visible way in West Linn, it was important to be proactive in addressing the issue.

Paul Edgar, resident of Oregon City, reported that he is a member of the Clackamas County Community Action Board and the Veterans Advisory Council. He discussed the success of the Veteran Village that recently created in Clackamas. He discussed the need for more professionals trained in outreach intervention, and the need for dedicated facilities to bring people in crisis and suggested addressing these needs proactively.

Mayor McGriff reported that the Oregon City Commission would be discussing the placement of a downtown public bathroom at their next meeting. She reported that previous such facilities had unfortunately been destroyed by users. She also mentioned that the County had opened a few cooling shelters during the previous summer and suggested exploring which facilities had been used for this purpose. Mayor McGriff also mentioned that people facing houselessness in other jurisdictions continued to be brought to Oregon City for aid and that she hoped additional cities would help address this need.

Commissioner Marl expressed a need for better regional collaboration about housing needs. He reemphasized Mayor McGriff's point that Oregon City is being asked to provide a disproportionate amount of social services and that neighboring communities ought to share the burden. He observed that the location of the county jail places more burden on Oregon City as well.

Mayor McGriff remarked that the OMA's proposed funding package would allocate \$40.00 per resident to reach its funding goal. There was a question about whether this was one-time funding or not, and Mayor McGriff offered to check with OMA to find out.

3. Mental Health

Mayor Bialostosky invited discussion about how the West Linn and Oregon City could obtain more mental health care resources for their residents. Mayor McGriff observed that veterans had recently become entitled to mental health care at any hospital regardless of insurance. Council President Baumgardner added that veterans could access this service even if not enrolled in the VA (Veterans Affairs) program.

Mayor McGriff emphasized the need for more mental health care providers. Council President Baumgardner suggested that the CTE (Career and Technical Education) Programs in high schools might have a role to play in encouraging more people to enter the mental health care field. She also asked Commissioner Marl if he had particular suggestions regarding how West Linn or other neighboring jurisdictions could help share some of the social services burden with Oregon City. Commissioner Marl

Joint Work Session with the City of West Linn**January 17, 2023**

replied that he did not have a comment specific to West Linn but that he felt people in crisis need to have access to resources within their own communities, instead of being transported to some other community before they can receive help.

Mayor McGriff asked whether any interest had been expressed in opening a day shelter in West Linn. Mayor Bialostosky replied that, to his knowledge, no such interest had been expressed, but that he was willing to bring the matter back as a discussion topic for the West Linn City Council.

Councilor Relyea agreed with Mayor McGriff's comments about mental health care workers' case overload. He also remarked on untreated mental health conditions in the incarcerated population and spoke in favor of redirecting funding from the prison system toward mental health care.

There was discussion about scheduling a follow-up joint meeting to discuss progress on the items from today's meeting.

ADJOURN JOINT MEETING

Mayor Bialostosky adjourned the joint meeting at 8:32 P.M.



CITY OF OREGON CITY

CITY COMMISSION SPECIAL MEETING - INTERVIEWS

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, January 23, 2024 at 5:30 PM

CONVENE SPECIAL MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 5:36 PM.

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

STAFFERS: 3 - City Manager Tony Konkol, City Recorder Jakob Wiley, Assistant City Recorder Evan Lee

Historic Review Board Interviews

1. Historic Review Board Applicant Interviews

City Commissioners interviewed the following candidates for the Historic Review Board according to the following schedule:

Curt Tidmore – 5:40

Sabrina Ferry – 5:50

Bailey Court - Withdrew

Gordon Lawrence, III – 6:00

Tim Powell – 6:10

RECESS called at 6:17 PM resumed at 6:24 PM.

Anthony Popovic – Did not appear

Janette Kunkel – 6:25

Paul Edgar – 6:35

Kara Miller – Did not appear

The following questions were asked of each candidate:

1. *Why are you applying for a position on the Historic Review Board?*
2. *What is your background in Historic Preservation?*
3. *How do the criteria, standards, and design guidelines assist the public and applicants know what they can do with their historic property?*

4. *Have you previously served on an appointed board? What was the most rewarding part of the position? The most frustrating?*
5. *How would you approach a potential contentious hearing, knowing that there are passionate opinions on both sides of the issue?*
6. *What do you believe is the role of the HRB and the role of Neighborhood Associations as it relates to HRB decisions?*
7. *Do you have any questions for us? Is there anything else you would like us to know?*

2. Deliberation and Decision - Historic Review Board Appointments

Commissioners discussed the requirement that one member of the Historic Review Board must be a member of the Chamber of Commerce.

City Manager Tony Konkol quoted from the Oregon City City Code §2.28 "If any position remains open after six months of active recruitment, the City Commission may allow the position to be filled by an at-large member for one term. Mr. Konkol expressed his belief that since the term of Ray Stobie, the most recent Chamber of Commerce member for the Historic Review Board, ended at the end of December, the Commission would be unable to fill that seat at this time.

Commissioners continued discussing the candidates and how they could fit into the four different vacancies on the Historic Review Board.

Motion made by Commissioner Marl, seconded by Mayor McGriff, to re-appoint Sabrina Ferry to the Architect position on the Historic Review Board and to re-appoint Tim Powell to the McLaughlin Neighborhood position on the Historic Review Board. The motion carried the following vote:

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

Motion made by Commissioner Mitchell, seconded by Commissioner Smith, to delay voting on both the Chamber of Commerce and At Large positions on the Historic Review Board until the February 7, 2024 meeting of the City Commission. The motion carried the following vote:

Voting Yea: Commissioner O'Donnell, Commissioner Smith, Commissioner Marl, Commissioner Mitchell

Voting Nay: Mayor McGriff

Urban Renewal Commission Interviews

1. Urban Renewal Commission Applicant Interviews

City Commissioners interviewed the following candidates for the Urban Renewal Commission according to the following schedule:

Laurie Ariniello – 7:10

Chris Staggs – 7:00

The following questions were asked of each candidate:

City Commission Special Meeting - InterviewsMinutes**January 23, 2024**

1. *Why would you like to serve on the Urban Renewal Commission, and how does your personal and professional experience would bring value to the Urban Renewal Commission?*
2. *What do you see as the role of Urban Renewal in Oregon City?*
3. *Knowing that you may be faced with competing projects for Urban Renewal dollars, what factors would you consider in choosing among competing projects?*
4. *Do you have any additional comments or is there anything you would like to ask the Commission?*

4. Deliberation and Decision - Urban Renewal Commission Appointments

Commissioners mentioned that the third and final candidate for the Urban Renewal Commission vacancy, David Bone, would be interviewed on February 7, 2024.

ADJOURNMENT

Mayor McGriff adjourned the meeting at 7:33 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION SPECIAL MEETING - URC AND HRB APPOINTMENTS

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, February 07, 2024 at 6:15 PM

CONVENE SPECIAL MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 6:16 PM.

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

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

DISCUSSION ITEMS

1. Urban Renewal Commission Applicant Interviews

City Commissioners interviewed David Bone for the Urban Renewal Commission. The following questions were asked:

1. *Why would you like to serve on the Urban Renewal Commission, and how does your personal and professional experience would bring value to the Urban Renewal Commission?*
2. *What do you see as the role of Urban Renewal in Oregon City?*
3. *Knowing that you may be faced with competing projects for Urban Renewal dollars, what factors would you consider in choosing among competing projects?*
4. *Do you have any additional comments or is there anything you would like to ask the Commission?*

2. Deliberation and Decision - Urban Renewal Commission Appointments

Commissioners discussed the candidates for the Urban Renewal Commission.

Motion made by Commissioner O'Donnell, Seconded by Commissioner Mitchell, to appoint Laurie Ariniello to the Urban Renewal Commission. The motion carried the following vote:

Voting Yea: Commissioner Smith, Commissioner Marl, Commissioner Mitchell, Commissioner O'Donnell

Voting Nay: Mayor McGriff

3. Deliberation and Decision - Historic Review Board Appointments

The Mayor stated that the Chamber of Commerce recommended Gordon Lawrence for the Historic Review Board. The Commissioners discussed the candidates for the Chamber position of the Historic Review Board.

Motion made by Commissioner Mitchell, Seconded by Mayor McGriff, to appoint Gordon Lawrence to the Historic Review Board in the Chamber of Commerce seat. The motion carried the following vote:

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

The Commission discussed the candidates for the At Large Position of the Historic Review Board.

Motion made by Commissioner Mitchell, Seconded by Commissioner Smith, to re-appoint Paul Edgar to the Historic Review Board in the At Large position.

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

ADJOURNMENT

Mayor McGriff adjourned the meeting at 6:37 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Assistant City Manager Alexandra Rains

Agenda Date: 04/03/2024

SUBJECT:

First Reading of Ordinance No. 24-1003, Proposed Amendments to Oregon City Municipal Code Sections 2.40.020 and 2.40.030, Public Contracting and Purchasing

STAFF RECOMMENDATION:

Staff recommends the Commission adopt amendments to the City's Public Contracting and Purchasing Municipal Code, specifically subsections 2.40.020 and 2.40.030, as presented.

EXECUTIVE SUMMARY:

Staff recommends the Commission adopt amendments to the City's Public Contracting and Purchasing Municipal code, specifically subsections 2.40.020 and 2.40.030, as presented. These changes will add clarity for staff, remove references to Oregon Revised Statutes that have been repealed and replaced, add the current contracting limits for engineering and architectural services and remove other outdated language.

These amendments will not change the City Manager's signing authority of \$50,000. Therefore, it will not impact the number of contracts currently being approved by the Commission, only (potentially) the type of procurement process that was conducted by staff.

**Additional changes were requested during the City Commission meeting on March 20th, 2024. Those changes are double underlined in the redlined version included below with this staff report.

BACKGROUND:

The City's Public Contracting and Purchasing municipal code was last updated in 2004 and contains subsections in need of amendments to align with current contracting rules. This is not needed for all subsections as some automatically default to Oregon's current Attorney General Model Public Contracting Rules Manual (AG Model Rules) or detail internal City processes that are still current practice.

Subsection 2.40.020, Professional Services, has several proposed updates. First, there is a new definition of professional personal services that will provide greater clarity to staff when using this document. Second, a reference to ORS 279.051 has been removed, as it was repealed and replaced, and language added to reference the AG model rules for engineering and architectural services. Third, references to applicable Oregon Administrative Rules (OARs) have been added to provide guidance on procurement procedures for both informal and formal processes. The final change of note is the increased financial thresholds for the procurement method prescribed to engineering and architectural services by the state (as the City's current code reflects the use of these limits for professional personal services, the proposed updates continue with this framework). The current thresholds for these services allow for direct appointments up to \$100,000, require an informal selection procedure above \$100,000 up to \$250,000 and a formal qualifications based selection process above \$250,000.

Subsection 2.40.030, City Manager Authority, contains only one minor update, eliminating the use of gender specific language for the City Manager position.

The proposed amendments in their entirety are included in Ordinance No. 24-1003.

OPTIONS:

1. Adopt amendments to OCMC 2.40.020 and 2.30.020 as presented
2. Adopt amendments to OCMC 2.40.020 and 2.30.020 with additional changes
3. Decline to amend OCMC 2.40.020 and 2.30.020

BUDGET IMPACT:

No direct fiscal impact, although it does increase efficiency and clarity for staff.

2.40.020 – Professional services.

A. This section provides the procedures for the award of contracts for professional personal services contracts including but not limited to services such as financial, accounting, personnel, risk management, insurance, real estate, and economics.

1. For professional services contracts with an anticipated fee of over fifty thousand dollars, the services shall be procured consistent with ORS 279.051 and the AG Model Rules for engineering and architecture services.

2. For professional service contracts involving an anticipated fee of more than ten thousand dollars and less than fifty thousand dollars, the city manager or designee shall solicit at least three prospective contractors, each of whom shall appear to have at least the minimum qualifications for the proposed assignment. The city manager or designee shall notify each prospective contractor in reasonable detail of the proposed assignment, and determine the prospective contractor's interest and ability to perform the proposed assignment.

a. The city manager or designee may arrange an interview with any or all of the interested prospective contractors for the assignment by an appropriate city employee or by an interview committee.

b. Following a review of the qualifications and interview, where conducted, of the interested prospective contractors, the city manager or designee shall select the prospective contractor.

3. For contracts with an anticipated fee of ten thousand dollars or less, the city manager or designee may negotiate a contract for such with any qualified contractor.

4. For any professional personal services with anticipated fees of less than fifty thousand dollars, the following criteria shall be considered in the evaluation and selection of contractor to perform the required services:

a. Demonstrated specialized experience in the type of work to be performed;

b. Capacity and capability to perform the work, including any specialized services within the time limitations for the work;

c. Educational and professional record, including past record of performance on contracts with governmental agencies and private parties with respect to cost control, quality of work, ability to meet schedules, and contract administration, where applicable;

d. Availability to and familiarity with the area in which the specific work is located, including knowledge of design or techniques peculiar to it, where applicable; and

e. Any other factors relevant to the particular contract.

5. The selection procedures described in subsections 2 and 3 may be waived by the city manager for either of the following reasons:

a. An emergency exists that could not have been reasonably foreseen and that requires such prompt execution of a contract to remedy the situation and there is not sufficient time to permit utilization of the selection procedures; or

b. The contractor is the only person within a reasonable area who performs the services or work.

c. If the city manager waives the selection procedures in subsection 2 or 3 the city manager shall submit a written report to the city commission advising the commission of the circumstances involved in the decision to waive the procedures.

2.40.020 - Professional personal services.

A. This section provides the procedures for the award of contracts for professional personal services contracts. Professional Personal Services shall be defined to include those services that require specialized technical, creative, professional or communication skills or talents, unique specialized knowledge, or the exercise of discretionary judgement, and for which the quality of the service depends on attributes that are unique to the service provider. Such services shall include but are not limited to: architects; engineers; land surveyors; photogrammetrists; transportation planners; attorneys; accountants; auditors; computer programmers; artists; designers; performers; and consultants. The City Manager or designee shall have the authority to determine when a particular service is a professional personal service under this definition. The services shall be procured consistent with the AG Model Rules for engineering and architectural services and approved in accordance with section 2.40.030.

1. For any professional personal services contracts with an anticipated fee of less than one hundred thousand dollars, the City Manager or designee City may make an award a selection by direct appointment. The following criteria shall be considered when the selection of the consultant is made:

a. Demonstrated specialized experience in the type of work to be performed;

b. Capacity and capability to perform the work, including any specialized services within the time limitations for the work;

c. Educational and professional record, including past record of performance on contracts with governmental agencies and private parties with respect to cost control, quality of work, ability to meet schedules, and contract administration, where applicable;

d. Availability to and familiarity with the area in which the specific work is located, including knowledge of design or techniques peculiar to it, where applicable; and

e. Any other factors relevant to the particular contract.

2. For professional personal service contracts involving an anticipated fee of more than one hundred thousand dollars and less than two hundred and fifty thousand dollars, the City Manager or designee City shall use the informal selection procedure described in OAR 137-048-0210.

3. For professional personal service contracts involving an anticipated fee of more than two hundred and fifty thousand, the City Manager or designee City shall use the formal selection procedure described in OAR 137-048-0220.

4. The selection procedures described in subsections 1, 2 and 3 may be waived by the City Manager for either of the following reasons:

a. An emergency exists that could not have been reasonably foreseen and that requires such prompt execution of a contract to remedy the situation and there is not sufficient time to permit utilization of the selection procedures; or

b. The contractor is the only person within a reasonable area who performs the services or work.

c. If the City Manager waives the selection procedures in subsection 1, 2 or 3 the City Manager shall submit a written report to the city commission advising the commission of the circumstances involved in the decision to waive the procedures.

2.40.030 - City manager authority.

A. The city manager, or their ~~his~~ designee shall have the authority to take the following actions without specific authorization from the commission:

1. Advertise bids or proposals when the proposed goods, items and/or services are included in the adopted budget and or approved capital improvement programs.

2. Award and execute contracts not exceeding fifty thousand dollars or change orders to contracts up to but not to exceed fifty thousand dollars.

3. Recommend to the city commission whether to approve or not approve contract awards or change orders in excess of fifty thousand dollars.

B. The city manager may delegate the authority to advertise bids or proposals, award and execute contracts, or change orders that do not exceed twenty-five thousand dollars. The delegation may be made either to the finance director on a city-wide basis or to other department heads for purchases for which they have direct budget responsibility and accountability.

ORDINANCE NO. 24-1003

AN ORDINANCE OF THE CITY OF OREGON CITY AMENDING MUNICIPAL CODE CHAPTER 2.40, PUBLIC CONTRACTING AND PURCHASING, SUBSECTIONS 2.40.020 AND 2.40.030

WHEREAS, Oregon City's contracting and purchasing rules were last updated in 2004; and

WHEREAS, the State of Oregon has since changed the financial thresholds for the procurement method prescribed to engineering and architectural services; and

WHEREAS, in order for Oregon City to utilize the updated financial thresholds for increased efficiency in the execution of performing procurement services the code must be updated.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. Oregon City Municipal Code 2.40.020 is repealed and replaced and 2.40.030 is amended as described in both Exhibit A and Exhibit B.

Section 2. The changes become effective 30 days after enactment.

Read for the first time at a regular meeting of the City Commission held on the 3rd day of April, 2024 and the City Commission finally enacted the foregoing ordinance this 17th day of April, 2024.

DENYSE C. MCGRUFF
Mayor

Attested to this 17th day of April, 2024.

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

EXHIBIT A

2.40.020 - Professional personal services.

A. This section provides the procedures for the award of contracts for professional personal services contracts. Professional Personal Services shall be defined to include those services that require specialized technical, creative, professional or communication skills or talents, unique specialized knowledge, or the exercise of discretionary judgement, and for which the quality of the service depends on attributes that are unique to the service provider. Such services shall include but are not limited to: architects; engineers; land surveyors; photogrammetrists; transportation planners; attorneys; accountants; auditors; computer programmers; artists; designers; performers; and consultants. The City Manager or designee shall have the authority to determine when a particular service is a professional personal service under this definition. The services shall be procured consistent with the AG Model Rules for engineering and architectural services and approved in accordance with section 2.40.030.

1. For any professional personal services contracts with an anticipated fee of less than one hundred thousand dollars, the City may make a selection by direct appointment. The following criteria shall be considered when the selection of the consultant is made:

- a. Demonstrated specialized experience in the type of work to be performed;
- b. Capacity and capability to perform the work, including any specialized services within the time limitations for the work;
- c. Educational and professional record, including past record of performance on contracts with governmental agencies and private parties with respect to cost control, quality of work, ability to meet schedules, and contract administration, where applicable;
- d. Availability to and familiarity with the area in which the specific work is located, including knowledge of design or techniques peculiar to it, where applicable; and
- e. Any other factors relevant to the particular contract.

2. For professional personal service contracts involving an anticipated fee of more than one hundred thousand dollars and less than two hundred and fifty thousand dollars, the City shall use the informal selection procedure described in OAR 137-048-0210.

3. For professional personal service contracts involving an anticipated fee of more than two hundred and fifty thousand, the City shall use the formal selection procedure described in OAR 137-048-0220.

4. The selection procedures described in subsections 1, 2 and 3 may be waived by the City Manager for either of the following reasons:

- a. An emergency exists that could not have been reasonably foreseen and that requires such prompt execution of a contract to remedy the situation and there is not sufficient time to permit utilization of the selection procedures; or
- b. The contractor is the only person within a reasonable area who performs the services or work.
- c. If the City Manager waives the selection procedures in subsection 1, 2 or 3 the City Manager shall submit a written report to the city commission advising the commission of the circumstances involved in the decision to waive the procedures.

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A. The city manager, or their designee shall have the authority to take the following actions without specific authorization from the commission:

- 1. Advertise bids or proposals when the proposed goods, items and/or services are included in the adopted budget and or approved capital improvement programs.
- 2. Award and execute contracts not exceeding fifty thousand dollars or change orders to contracts up to but not to exceed fifty thousand dollars.
- 3. Recommend to the city commission whether to approve or not approve contract awards or change orders in excess of fifty thousand dollars.

B. The city manager may delegate the authority to advertise bids or proposals, award and execute contracts, or change orders that do not exceed twenty-five thousand dollars. The delegation may be made either to the finance director on a city-wide basis or to other department heads for purchases for which they have direct budget responsibility and accountability.

EXHIBIT B

2.40.020 – Professional services.

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1. For any professional personal services contracts with an anticipated fee of less than one hundred thousand dollars, the City may make a selection by direct appointment. The following criteria shall be considered when the selection of the consultant is made:

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4. The selection procedures described in subsections 1, 2 and 3 may be waived by the City Manager for either of the following reasons:

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b. The contractor is the only person within a reasonable area who performs the services or work.

c. If the City Manager waives the selection procedures in subsection 1, 2 or 3 the City Manager shall submit a written report to the city commission advising the commission of the circumstances involved in the decision to waive the procedures.

2.40.030 - City manager authority.

A. The city manager, or ~~their~~ his designee shall have the authority to take the following actions without specific authorization from the commission:

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2. Award and execute contracts not exceeding fifty thousand dollars or change orders to contracts up to but not to exceed fifty thousand dollars.

3. Recommend to the city commission whether to approve or not approve contract awards or change orders in excess of fifty thousand dollars.

B. The city manager may delegate the authority to advertise bids or proposals, award and execute contracts, or change orders that do not exceed twenty-five thousand dollars. The delegation may be made either to the finance director on a city-wide basis or to other department heads for purchases for which they have direct budget responsibility and accountability.



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: 04/03/2024

SUBJECT:

Relocation of Clackamette Park RV Park

STAFF RECOMMENDATION:

Staff is requesting direction from the City Commission regarding two locations for the Clackamette RV Park currently under consideration – Clackamette Park and Clackamette Cove.

EXECUTIVE SUMMARY:

During the March 20th City Commission meeting, the Commission voted to add this topic to the agenda for the April 3rd Commission Meeting to discuss the preferred location for the relocation of the Clackamette RV Park. Please direct staff if more information is needed to make this decision.

BACKGROUND:

The RV Park at Clackamette Park is currently located entirely within the one-year floodplain, exposing it to seasonal floodwater inundation. Flooding typically results in the RV Park being closed one or more times per year and requires repairs to be performed by the City. In consideration of these ongoing challenges, it was suggested during the Parks Master Plan process that the RV Park be relocated to higher ground. The Parks Master Plan has been reviewed and discussed. The City Commission has identified an alternative location for consideration at Clackamette Cove.

OPTIONS:

1. Support relocation of the RV Park to Clackamette Cove
2. Support relocation of the RV Park to the properties across the street from Clackamette Park
3. Request additional information from Staff prior to making a decision

EXHIBITS:

Exhibit A – Aerial Map and site plans for the Park and Cove locations

Exhibit B – Materials from the Commission Work Session on March 12th, 2024.



Item 9b.

Clackamette RV Park Locations





Item 9b.

MASTER PLAN RV PARK

- Provides 18 RVspaces
- 19 overflow trailer parking spaces provided

Clackamette Park Master Plan RV Park

Clackamette Park Master Plan Alternate RV Park Location Study 2024.02.22



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 03/12/2024
From: Parks and Recreation Director, Kendall Reid & Lango Hansen Landscape Architects,
Brian Martin

SUBJECT:

Clackamette Park Master Plan - Clackamette Cove RV Park Alternative
Location

STAFF RECOMMENDATION:

Staff are requesting feedback from the City Commission regarding two potential locations for the Clackamette Park RV Park.

EXECUTIVE SUMMARY:

At the December 12, 2023 City Commission Work Session, the City Manager directed the Parks Department to explore the possibility of relocating the RV Park from the location shown in the Master Plan to a location at Clackamette Cove.

BACKGROUND:

The RV Park at Clackamette Park is currently located entirely within the one-year floodplain, exposing it to seasonal floodwater inundation. Flooding typically results in the RV park being closed one or more times per year and requires repairs to be performed by the city. A significant portion of Clackamette Park is located within the 2-year floodplain, including the plateau south of the existing RV park. Given the flooding and maintenance, as part of the master plan, the RV Park was relocated to higher ground adjacent to Main Street.

The elevation of the City-owned lot on the east side of Clackamette Drive is almost entirely above the 10-year floodplain. Relocating the RV park to this higher ground would significantly decrease the frequency and potential damage of flood events while maintaining proximity to the park. This location would allow for full electrical, water, and sewer hookups at each of the spaces.

Based on the space available on the City-owned lot, fewer RV spaces are proposed than currently exist in Clackamette Cove. The plan has identified 18 RV spots and 19

overflow parking spaces. This is partly due to the space being used to create a landscape buffer between the proposed RV park and the highway.

The alternate location explored at Clackamette Cove is a 4.4-acre parcel adjacent to the highway, currently owned by Urban Renewal. The schematic layout would provide 33 RV and 10 overflow auto parking spaces. The property is valued at \$5.3 million by the tax accessor, though an appraisal of the property has not been performed, nor has the Urban Renewal Commission discussed the use of the property or the potential of placing an RV park on the property.

The parcel is in the Natural Resource Overlay District and a previous land use decision identified a 50-foot setback from the water edge for habitat protection/mitigation. The parcel is entirely outside the 10-year flood plain and would allow for full electrical, sewer, and water hookups at each of the spaces. The parcel is not directly connected to Clackamette Park and was not included in the Clackamette Park Master Plan.

The Parks and Recreation Advisory Committee reviewed the proposed Clackamette Cove location at the February 22, 2024 PRAC meeting and voted 7-1 to not support moving the RV park to the Clackamette Cove location.

OPTIONS:

1. Support the relocation of the RV Park to the Clackamette Cove
2. Support the Master Plan Location at Clackamette Park

BUDGET IMPACT:

Amount: \$3,000,000 to develop.
\$5,300,000 accessor land value, appraisal necessary for true value

FY(s): **TBD**

Funding Source(s): **Grants & General Fund**

EXHIBIT B - Work Session Packet

Clackamette Park Master Plan

Alternate RV Park Location Study

March 12, 2024



Clackamette RV Park Locations





Clackamette Park Master Plan RV Park

Clackamette Park Master Plan Alternate RV Park Location Study 2024.03.12



Item 9b.

MASTER PLAN RV PARK

- Provides 18 RV spaces
- 19 overflow trailer parking spaces provided



Maintenance road between site and McLoughlin Blvd facing north



Center of site facing east



Center of site looking west toward McLoughlin Blvd



Center of site facing south toward Main St.



Center of site looking north toward McLoughlin Blvd Bridge



View of Clackamette Cove facing west

Clackamette Cove Existing Site Images

	MASTER PLAN LOCATION (2.16 ACRES)	ALTERNATE RV PARK LOCATION (4.44 ACRES)
PROS	-Direct access to Clackamette Park amenities -Property owned by City -Higher elevation largely outside 10-year flood plane -Allows for full electrical, water and sewer hookups -Property zoned Mixed Use Downtown, proposed code change to allow RV use -Located entirely outside NROD boundary -Strong support demonstrated through robust public outreach process	-Visual access to Clackamette Cove -More overall RV spaces than master plan location -Higher elevation entirely outside 10-year flood plane -Allows for full electrical, water and sewer hookups. -Partially buffered from highway
CONS	-Proximity to highway and McDonald’s -Fewer number of RV spaces	-Property owned by Urban Renewal -Location separated from Clackamette Park by highway -Located largely within NROD boundary, requiring extensive mitigation -Zoned Mixed Use Downtown, would require zoning change -Less direct access down to water’s edge -No public process to determine alternate location -Overall higher cost to develop compared to master plan location
PROCESS	To develop this parcel as the RV park, the property would have to transfer ownership from the City to the Parks Department. A zone change and comprehensive plan amendment would be required. A condition was added to the Master Plan approval to alleviate the zoning incompatibility. The approximate construction costs to develop the park in this location would be \$1.5 million.	To develop the RV Park in this alternate location, it would need to be determined if the current property owner would be willing to sell the property to the Parks Department. Master plan amendments would be required to the Clackamette Park and the Clackamette Cove master plans, including changing the Clackamette Park and master plan boundaries. A zone change and a comprehensive plan amendment would be required. The approximate construction cost to develop the RV park in this location would be \$3 million given the additional number of RV stalls and size of the park. In addition, the property would need to be purchased from Urban Renewal at a cost of \$5.3 million

March 25, 2024

Dear members of the City Commission, Urban Renewal Commission, and Parks & Recreation Advisory Committee,

I am a citizen of Oregon City, and have proudly called Oregon City my home since 1998. I'm just a plain old citizen without ties to the business, hospitality, tourism, or development industries in our town.

Because I love my city, I stay informed by watching every meeting on the City's YouTube Channel. I find it interesting how much time has been spent discussing the RV park at Clackamette Park, and now the discussion has rolled into two Commissions and one advisory committee.

While I don't understand why there is so much discussion about a 20-30-ish space RV park, I wanted to use the opportunity to bring some thoughts and ideas to the discussion.

Regarding the RV park, during the process of drafting the Clackamette Park Master Plan, the feedback from the citizens was that the RV park was a lower priority use of the park. There was much more interest in relocating the boat ramp in the Master Plan document than there was about the RV park. Yet, the recent discussions during the city meetings has disproportionally been about the RV park.

Does the RV park make money or lose money? Does it benefit the citizens or only those who live out of town? Does it promote tourism yes or no? Does the city want to be in the RV park business yes or no? There doesn't seem to be any clear answer to any of these questions. Meanwhile, big decisions are being proposed, discussed, and are soon to be made.

The discussion has now morphed into Clackamette Cove, without much citizen involvement.

In my dream Oregon City, Clackamette Cove is an extension of Clackamette Park. This could be a jewel for the city, like Drake Park is to Ashland, Mingus Park is to Coos Bay, or Lithia Park is to Bend. If done well, Clackamette Cove and Park could be a destination that would drive tourism all by itself, while also being a beautiful asset to the citizens.

A RV park benefits the few who own RVs. Condos built around the cove benefit the developers, real estate agents, and those wealthy enough to buy luxury waterfront units. A business district around the cove benefits developers and (most likely) corporate chain restaurant and retail boards of directors. A park for the people benefits the people.

Thank you for your time and your contributions to make Oregon City the beautiful city that I love. I will continue to follow along on YouTube.

Sincerely,

Kristina L Franklin
177 Linn Ave.
Oregon City, OR 97045
503-702-1265



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: 4-3-2024

SUBJECT:

Oregon City Ivy League

EXECUTIVE SUMMARY:

The Community Communications and Engagement division have created a new group of volunteers dedicated to helping with the removal of invasive English Ivy in Oregon City. This group is called the Oregon City Ivy League.

BACKGROUND:

English Ivy is an invasive plant that has a detrimental effect on the trees making up the City's urban canopy. It is a problem community-wide, and it's something that requires many hands to control.

One of the goals of the recently created Community Engagement Specialist position is to increase volunteerism in the community. Social media posts regarding ivy eradication showed that the community has a healthy appetite for such efforts. As such, the department has created the Oregon City Ivy League, a group of volunteers tasked with assisting in English Ivy eradication efforts.

The first event is taking place on April 20. With assistance from City staff from Public Works, Parks and Recreation, and Community Communications, volunteers will gather to help pull ivy from along the north-side of Singer Hill Creek Falls. The total volunteer count on this first event will be limited to 20 due to logistical constraints caused by the steep slopes and limited space provided in this area.

Additional events will be planned in the future, with the hope that the league will also serve as a database of people who will be available and willing to help other neighborhood groups looking to do their own ivy eradication events.



RECOMMENDATION:

No action needed.

BUDGET IMPACT:

Approximately \$500

FY(s): 2023/2024 – 2024/2025

Funding Source(s): General Fund



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Jakob S. Wiley, City Recorder

Agenda Date: 03/13/2024

SUBJECT:

Commission Meeting Calendar for 2024

STAFF RECOMMENDATION:

Staff requests feedback on the calendar of meetings for 2024

BACKGROUND:

In 2024, a few regularly scheduled meetings will fall on or near holidays. A regular meeting of the City Commission is scheduled for Juneteenth (June 19, 2024) and New Years Day (January 1, 2025). A City Commission regular meeting is also scheduled for July 3, 2024 (the day before the Fourth of July). Juneteenth and New Years Day are city holidays and city facilities are closed.

OPTIONS:

1. Confirm, cancel, or reschedule meetings that fall on or near holidays in 2024.

CITY OF OREGON CITY
2024 City Commission Meeting Calendar

Item b.

City Commission Meeting Date	Staff Reports Due	Ordinances Due	Ordinances Posted	Packets Distributed
Jan. 03, 2024	Dec. 26, 2023	Dec. 26, 2023	Dec. 27, 2023	Dec. 27, 2023
Jan. 09, 2024 Work Session				
Jan. 17, 2024	Jan. 09, 2024	Jan. 09, 2024	Jan. 10, 2024	Jan. 10, 2024
Feb. 07, 2024	Jan. 30, 2024	Jan. 30, 2024	Jan. 31, 2024	Jan. 31, 2024
Feb. 13, 2024 Work Session				
Feb. 21, 2024	Feb. 13, 2024	Feb. 13, 2024	Feb 14, 2024	Feb 14, 2024
Mar. 06, 2024	Feb. 27, 2024	Feb. 27, 2024	Feb. 28, 2024	Feb. 28, 2024
Mar. 12, 2024 Work Session				
Mar. 20, 2024	Mar. 12, 2024	Mar. 12, 2024	Mar. 13, 2024	Mar. 13, 2024
Apr. 03, 2024	Mar. 26, 2024	Mar. 26, 2024	Mar. 27, 2024	Mar. 27, 2024
Apr. 09, 2024 Work Session				
Apr. 17, 2024	Apr. 09, 2024	Apr. 09, 2024	Apr. 10, 2024	Apr. 10, 2024
May 01, 2024	Apr. 23, 2024	Apr. 23, 2024	Apr. 24, 2024	Apr. 24, 2024
May 07, 2024 Work Session				
May 15, 2024	May 07, 2024	May 07, 2024	May 08, 2024	May 08, 2024
June 05, 2024	May 28, 2024	May 28, 2024	May 29, 2024	May 29, 2024
June 11, 2024 Work Session				
Enhancement Grant Committee Meeting – To Be Determined				
June 19, 2024	June 11, 2024	June 11, 2024	June 12, 2024	June 12, 2024
July 03, 2024	June 25, 2024	June 25, 2024	June 26, 2024	June 26, 2024
July 09, 2024 Work Session				
July 17, 2024	July 09, 2024	July 09, 2024	July 10, 2024	July 10, 2024
Aug. 07, 2024	July 30, 2024	July 30, 2024	July 31, 2024	July 31, 2024
Aug. 13, 2024 Work Session				
Aug. 21, 2024	Aug. 13, 2024	Aug. 13, 2024	Aug. 14, 2024	Aug. 14, 2024
Sept. 04, 2024	Aug. 27, 2024	Aug. 27, 2024	Aug. 28, 2024	Aug. 28, 2024
Sept. 10, 2024 Work Session				
Sept. 18, 2024	Sep. 10, 2024	Sep. 10, 2024	Sep. 11, 2024	Sep. 11, 2024
Oct. 02, 2024	Sep. 24, 2024	Sep. 24, 2024	Sep. 25, 2024	Sep. 25, 2024
Oct. 08, 2024 Work Session				
Oct. 16, 2024	Oct. 08, 2024	Oct. 08, 2024	Oct. 09, 2024	Oct. 09, 2024
Nov. 06, 2024	Oct. 29, 2024	Oct. 29, 2024	Oct. 30, 2024	Oct. 30, 2024
Nov. 12, 2024 Work Session				
Nov. 20, 2024	Nov. 12, 2024	Nov. 12, 2024	Nov. 13, 2024	Nov. 13, 2024
Dec. 04, 2024	Nov. 26, 2024	Nov. 26, 2024	Nov. 27, 2024	Nov. 27, 2024
Dec. 10, 2024 Work Session				
Dec. 18, 2024	Dec. 10, 2024	Dec. 10, 2024	Dec. 11, 2024	Dec. 11, 2024
Jan. 01, 2025	Dec. 24, 2024	Dec. 24, 2024	Dec. 25, 2024	Dec. 25, 2024